

AGENDA
ST. CHARLES CITY COUNCIL MEETING
RAYMOND P. ROGINA, MAYOR

MONDAY, AUGUST 19, 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. 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.**
- *6. Presentations:**
 - a. Citizen Award to acknowledge citizens Anne Romano and Cathy Deutscendorf for life-saving actions they took at an ambulance call on June 2, 2013 – presented by Chief Schelstreet.
 - b. Presentation regarding St. Charles Fire Department Accreditation – presented by Chief Schelstreet.
 - c. Recognition of Eagle Scout Mitchell Joseph Scollon – Boy Scout Troop 56.
- *7. Motion to accept and place on file minutes of the Public Hearing Comprehensive Plan meeting held on August 5, 2013 and minutes of the regular City Council meeting held on August 5, 2013.**
- *8. Motion to approve and authorize issuance of vouchers from the Expenditure Approval List for the period of 7/22/13 – 8/4/13 in the amount of \$3,613,896.91.**

I. New Business

- A. Presentation of a recommendation from Mayor Raymond P. Rogina to approve the appointment of Mark Koenen as the City Administrator of the City of St. Charles effective August 31, 2013.

- B. Recommendation to approve a **Resolution** Authorizing and Directing the Mayor to Execute and the City Clerk to Attest to the Execution of a Certain Employment Agreement with Mark W. Koenen as City Administrator
- C. Motion to approve a proclamation declaring the 100th anniversary of St. Charles Moose Lodge 1368 on July 13, 2013.
- D. Motion to approve a **Resolution** Authorizing the Execution of An Agreement Between the City of St. Charles and the St. Charles Professional Firefighters Association, I.A.F.F. Local 3322.
- E. Motion to approve the closure of parking spaces on the west side of the 100 block of S. 1st Street.
- F. Motion to approve a **Resolution** Granting an Eighth Extension to Begin Construction Following Recording of the PUD Final Plat for the First Street Redevelopment PUD Phase III.
- G. Motion to approve an **Ordinance** Authorizing the Execution of a Tenth Amendment to a Purchase Agreement By and Between the City of St. Charles and SMN Development, L.L.C.

II. Committee Reports

A. Government Operations

None.

B. Government Services

None.

C. Planning and Development

- *1. Motion to accept and place on file Plan Commission Resolution 14-2013 A Resolution Recommending Approval of an Amendment to Special Use for a Planned Unit Development at 401-409 S. First Street (First Street Redevelopment – Building 7A).
- *2. Motion to approve an **Ordinance** Amending Ordinance 2006-Z-29 (First Street Redevelopment PUD) to Permit Office, Business or Professional, and Medical/Dental Clinic on the First Floor of Building 7A (401-409 S. First Street).
- 3. Motion to approve an **Ordinance** Approving and Authorizing the Execution of the Fourth Amendment to the City of St. Charles Tax Increment Financial Redevelopment Agreement (First Street Project) By and Between the City of St. Charles and First Street Development, LLC (Building 7A- Permitted Uses).
- *4. Motion to accept and place on file Plan Commission Resolution 15-2013 A Resolution Recommending Approval of a General Amendment to Chapter 17.22 “General

Provisions”, Section 17.22.020 “Accessory Buildings and Structures” regarding requirements for fences and walls.

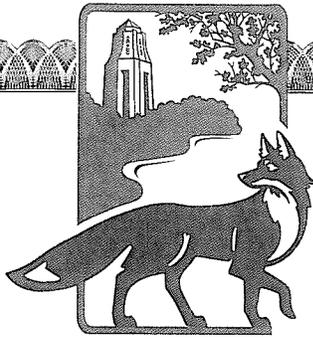
- *5. Motion to approve an **Ordinance** Amending Title 17 of the St. Charles Municipal Code Entitled “Zoning”, Chapter 17.22 “General Provisions”, Section 17.22.020 “Accessory Buildings and Structures” regarding requirements for fences and walls.

D. Executive Session

- Personnel
- Pending Litigation
- Probable or Imminent Litigation
- Property Acquisition
- Collective Bargaining
- Review of Minutes of Executive Sessions

E. Additional Items from Mayor, Council, Staff, or Citizens

F. Adjournment



City of St. Charles

I L L I N O I S

Proclamation

MITCHELL JOSEPH SCOLLON

WHEREAS, Mitchell Joseph Scollon, 18, is the son of Michael and Arvilla Scollon. Mitchell began scouting as a Tiger Cub Scout with Pack 165, Den 16 at Ferson Creek School. He earned the Arrow of Light award as a Webelos and crossed over into Boy Scout Troop 56. He continued along the scouting trail and made his Board of Review officially becoming an Eagle Scout on October 15, 2012; and

WHEREAS, during his tenure with Troop 56 he held several positions. Beyond the merit badges required for Eagle, he earned numerous elective merit badges, which introduced him to such subjects as crime prevention, music, art, fingerprinting, pets, coin collecting, photography, archery, leatherwork, and wood carving collections. He also earned two 2010 Historical badges in signaling and in tracking and attended Troop 56 Leadership training and Thunderbird National Youth Leadership training; and

WHEREAS, in addition to the many camping trips, he enjoyed two high adventure trips. One with Troop 10 to Philmont Scout Ranch in New Mexico where he hiked the tallest mountain there, Mt. Baldy. The second high adventure was with Troop 56 where he hiked the Rocky Mountains in Colorado and camped at the Rocky Mountain National Park; and

WHEREAS, Mitchell's Eagle Service project involved making five picnic benches at Corran Farm to be used by Wasco Baseball League at the Lafox and Anderson ball fields. Mitchell coordinated and supervised the efforts of 26 volunteers that required 149 hours. He also sought out donations from many local businesses raising all the funds needed for his project. These benches will serve the community for many years to come; and

WHEREAS, Mitchell graduated from Saint Charles North in May and will be attending Elgin Community College in the fall. He is currently an Assistant Scoutmaster with Troop 56.

NOW, THEREFORE, I, Raymond P. Rogina, Mayor of the City of St. Charles, do hereby proclaim the highest congratulations are in order as **Mitchell Joseph Scollon** has worked very diligently to attain the highest honor of **EAGLE SCOUT**.

SEAL:

Raymond P. Rogina, Mayor

1 S62921

2 STATE OF ILLINOIS)
) SS.
3 COUNTY OF K A N E)

4

5 BEFORE THE CITY COUNCIL
6 OF THE CITY OF ST. CHARLES

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In the Matter of:)
8)
Public Hearing for Proposed)
9 2013 St. Charles)
Comprehensive Plan.)

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12 REPORT OF PROCEEDINGS had at the hearing
13 of the above-entitled matter before the City
14 Council of the City of St. Charles at the
15 St. Charles City Hall, 2 East Main Street,
16 St. Charles, Illinois, on August 5, 2013, at the
17 hour of 6:33 p.m.

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1 PRESENT:

2 MAYOR RAYMOND ROGINA, Chairman;

3 ALDERMAN RONALD SILKAITIS, Ward 1;

4 ALDERMAN RITA ANNE PAYLEITNER, Ward 2;

5 ALDERMAN ARTHUR LEMKE, Ward 2;

6 ALDERMAN WILLIAM TURNER, Ward 3;

7 ALDERMAN TODD BANCROFT, Ward 3;

8 ALDERMAN JIM MARTIN, Ward 4;

9 ALDERMAN JO KRIEGER, Ward 4;

10 ALDERMAN ED BESSNER, Ward 5; and

11 ALDERMAN MAUREEN LEWIS, Ward 5.

12

13 ALSO PRESENT:

14 MS. NANCY GARRISON, City Clerk, and

15 MR. JOHN MC GUIRK, City Attorney.

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1 MAYOR ROGINA: At this time I
2 would like to call the public hearing regarding
3 2013 comprehensive plan to order and ask City
4 Clerk Garrison to call the roll.

5 MS. GARRISON: Stellato.

6 (No response.)

7 MS. GARRISON: Silkaitis.

8 ALDERMAN SILKAITIS: Here.

9 MS. GARRISON: Payleitner.

10 ALDERMAN PAYLEITNER: Here.

11 MS. GARRISON: Lemke.

12 ALDERMAN LEMKE: Here.

13 MS. GARRISON: Turner.

14 ALDERMAN TURNER: Here.

15 MS. GARRISON: Bancroft.

16 ALDERMAN BANCROFT: Here.

17 MS. GARRISON: Martin.

18 ALDERMAN MARTIN: Here.

19 MS. GARRISON: Krieger.

20 ALDERMAN KRIEGER: Here.

21 MS. GARRISON: Bessner.

22 ALDERMAN BESSNER: Here.

23 MS. GARRISON: Lewis.

24 ALDERMAN LEWIS: Here.

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1 MAYOR ROGINA: Ladies and gentlemen,
2 this is a public hearing regarding the 2013
3 comprehensive plan.

4 The comprehensive plan serves as the City's
5 policy guide for development within a 20-year
6 time frame. The plan is a vision document to be
7 referenced when the City makes decisions regarding
8 new development proposals, zoning changes, and
9 public infrastructure improvements.

10 The plan functions as a guide only. I
11 repeat, the plan functions as a guide only. The
12 plan does not change the zoning of any property.
13 Zoning changes require a formal public hearing
14 process specific to each property and requires
15 City Council approval. The plan does not approve
16 a development proposal for any property. The
17 plan simply lays out a vision of how the
18 community could evolve and improve over the next
19 20 years.

20 Any changes to zoning requirements or the
21 approval of a development proposal or there is a
22 change in zoning or land use, regardless of
23 whether it complies with this plan or not,
24 requires a public hearing and review process that

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1 includes a vote by this City Council.

2 Now, some background, if you will bear with
3 me a moment on the process.

4 This public hearing is a culmination of a
5 process that began in May of 2011. At that time
6 the City Council elected to proceed with hiring a
7 planning consultant, Houseal Lavigne Associates,
8 to draft a new comprehensive plan and appointed a
9 seven-member citizen task force to guide the
10 process and oversee the production of the
11 draft plan.

12 An extensive, extensive public outreach
13 process was conducted over 18 months, including
14 five workshops, two visioning exercises, and
15 three open house events. This process concluded
16 on December 12th, 2012, when the task force
17 recommended approval of the document for
18 presentation to the Plan Commission.

19 State statute requires that the comprehensive
20 plan be submitted to the Plan Commission for
21 review prior to consideration by City Council.
22 Therefore, on December 17th of 2012, City Council
23 approved the motion to direct the Plan Commission
24 to consider and make a recommendation regarding

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1 the comprehensive plan draft.

2 The Plan Commission reviewed the plan over
3 four meetings and recommended approval on
4 March 19th, 2013, subject to a list of revisions
5 which you've all had access to.

6 All Plan Commission discussion points and
7 recommended revisions are included in the table
8 posted with the public hearing materials.

9 The comprehensive plan draft and
10 Plan Commission recommendations were presented to
11 the planning and development committee of this
12 council on May 13th of 2013. The committee
13 discussed the plan June 10th, 2013, and
14 July 8th, 2013. On July 8th the committee made a
15 recommendation to forward the document to the
16 City Council for formal public hearing subject to
17 a list of revisions. Those recommended revisions
18 have also been posted with the public hearing
19 materials.

20 July 15th, 2013, the City Council approved
21 a motion to schedule a public hearing before the
22 City Council for the 2013 St. Charles comprehensive
23 plan on Monday, tonight, August 5th at 6:30, and
24 so now we begin the formal public hearing, and I

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1 would have to obviously announce the governing
2 statutes that apply.

3 This hearing is being held pursuant to
4 Chapter 65 of the Illinois Compiled Statutes
5 Act 5, Section 11-12-7. A public hearing notice
6 was published in the Kane County Chronicle on
7 July 19th, 2013.

8 This public hearing is an opportunity for
9 persons to present testimony orally, in writing,
10 or both regarding the comprehensive plan draft
11 and supplemental revisions. The following
12 documents are the subject of tonight's hearing:

13 1) The 2013 St. Charles comprehensive plan
14 draft recommended for approval by the comprehensive
15 plan task force on December 12th, 2012; 2) The
16 supplemental revisions dated March 19th, 2013;
17 and 3) The planning and development committee
18 recommendations and supplemental revisions dated
19 July 8th, 2013.

20 These documents have been posted on the
21 City Web site, have been available for review at
22 City Hall and in the St. Charles public library.
23 The plan has been presented and discussed at
24 numerous public meetings over the past two years.

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1 No formal presentation of the document is planned
2 tonight.

3 Following the closing of the public hearing
4 tonight during our regular City Council meeting
5 this council will formally vote on a motion -- a
6 motion to direct staff to modify the draft
7 comprehensive plan document based on the
8 Plan Commission and planning and development
9 committee revisions and any further revisions
10 approved by the City Council. The final version
11 of this plan will be presented for adoption at a
12 future City Council meeting tentatively two weeks
13 from tonight, August 19th, 2013.

14 So at this time I'll open the floor to
15 public testimony if you bear with me for another
16 30 seconds for a few ground rules.

17 I'm not getting to set an egg timer up here
18 or time limit, but I would ask you respectfully
19 try to make your point and move on so other
20 members of the community can speak.

21 Could we avoid redundancy? If someone has
22 made your point clearly and succinctly, there's
23 probably no need to have it said a second and
24 third time.

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1 Third, very important, respect for all
2 testimony at all times. No outbursts, no
3 clapping, let's allow everybody to come to the
4 microphone and say what they have to say without
5 any interference from anybody else. We're not
6 here for debating tonight; we're here for public
7 testimony for you to make statements regarding
8 documents as set forth.

9 With that, I will open the floor to
10 testimony. As you come to the microphone, as
11 always, name and address for the record.

12 Who would like to start?

13 Mr. Kalley.

14 MR. KALLEY: Gene Kalley,
15 510 Longmeadow Circle.

16 This comprehensive plan will result in the
17 City of St. Charles being financially involved in
18 many real estate projects. This plan talks about
19 funding sources but did not list taxes as a
20 funding source. Let's review past real estate
21 projects.

22 The City paid \$2 million to Shodeen for
23 what proved to be worthless land covenants. The
24 \$2 million comes from taxpayers' money, and all

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1 of it is wasted.

2 Lexington Club developers bought land in
3 2006. Later the developers asked the City for
4 the handout and got it. The nearly \$5 million
5 comes from taxpayers' money and all of it wasted.

6 The City is using \$16 million of Costco
7 city sales taxes to pay for subsidizing Costco's
8 purchase of land. Batavia did the same for
9 Walmart but only used \$1.5 million. 14.5 million
10 of the 16 million is wasted taxpayers' money.

11 The City has paid millions for the failed
12 First Street project and has to pay \$45 million
13 more in future bond payments. For this we have a
14 handful of new shops and a handful of offices.
15 The first Street project was funded with
16 taxpayers' money, and most of it has been wasted.

17 It is obvious that the comprehensive plan
18 should point out that tax money will be used as a
19 funding source. Also, the City needs to change
20 in order to reduce waste. The First Street
21 project is a perfect example.

22 The City spent over a year having public
23 meetings and documenting everything except the
24 financials and financial risk. The planning and

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1 development committee then approved the project
2 and released the financials, and two weeks later
3 the City Council approved the project. The
4 comprehensive plan should suggest that the City
5 Council wait a minimum of six weeks after the
6 financials and financial risks are disclosed.

7 The City on its First Street Web site
8 stated, and I quote, "Taxpayers will notice no
9 change on their property tax bills due to this
10 project." This statement which is still up on
11 the Web site has been shown to be patently false
12 by the tune of tens of millions of dollars.

13 Thank you.

14 MAYOR ROGINA: Thank you, Mr. Kalley.

15 Next. Yes, sir.

16 MR. VASIL: Hello. Thank you. My
17 name is Dan Vasil. I live at 713 South 6th Street.

18 I would just like to say, you know, twice
19 since I've lived here in St. Charles since 1991 the
20 City -- the school district has come up with
21 redistricting boundaries, and even though I live
22 in close proximity to Davis School, both times
23 it's come up where we had to fight to make sure
24 our kids didn't get transported to some other area.

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1 And I just would like to make sure if
2 something were to be done in terms of building
3 and rezoning and adding more residential units, I
4 would like to be sure that, you know, consider --
5 not consideration -- a school were planned and
6 built beforehand, not just after the fact waiting
7 to see if people come or not.

8 We've been -- we've had to fight to make
9 sure our kids could walk to school and not have
10 to be bussed across town, and I would like to
11 make sure that would continue.

12 MAYOR ROGINA: My only comment to
13 that would be simply that at least from the
14 standpoint of when -- we certainly have open
15 dialogue with the school district, but we have no
16 jurisdiction over a decision they might make
17 without consulting us.

18 But we do have dialogue with them, and to
19 that extent I would agree with you there should
20 be such cooperation with the City and the school
21 district. But, again, a decision like you referred
22 to earlier is really not our jurisdiction.

23 MR. VASIL: I do understand that.
24 That's why I say it should not be an if or a

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1 potential but push it onto the people that want
2 to make this development happen and all, make
3 them put this in place ahead of time, make them
4 work with the school district to make sure that
5 we're not dealing with another situation where
6 kids need to be bussed all over town to
7 accommodate a new development.

8 MAYOR ROGINA: I understand.
9 Thank you.

10 MR. VASIL: Thank you.

11 MAYOR ROGINA: Thank you, sir.

12 Next?

13 (No response.)

14 MAYOR ROGINA: Last call.

15 MR. DIFATTA: My name is Bob Difatta.
16 I live at 1107 Horne.

17 And I don't know the specific identification
18 for the property involved, but I'm referring
19 specifically to the vacant property behind
20 Jewel/Osco. This has come up in the past. We've
21 had these battles for the last five years, but I
22 think we're at that same point.

23 I would just like to see a show of hands of
24 the people that are opposed to any residential or

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1 Wessel Court; we have other areas just next to
2 Wessel Court. All we're doing is adding to a
3 crime problem if we do any residential development
4 in that area without due consideration to density
5 and issues of that sort.

6 The commuter traffic, again, on Prairie is
7 a considerable risk for all the -- two middle
8 schools and two grade schools that cross there
9 now. So that's my concern. We don't need that
10 justification to justify that aspect of the
11 development.

12 Thank you.

13 MAYOR ROGINA: Thank you,
14 Mr. Norgaard.

15 MS. BELL-LA SOTA: Vanessa Bell-LaSota,
16 1610 Howard Street. Missed the last meeting when
17 residential was voted back into the catalyst site
18 due to an accident.

19 And so because of that, that points to an
20 area that is lacking in this document that I saw
21 in the former comprehensive plan that I just
22 would like to make everybody aware of. And
23 that's that subdivision communities were addressed
24 in the earlier plan. They're not dressed

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1 sufficiently in this plan.

2 Neighborhoods aren't addressed sufficiently.
3 So if we do want to encourage development and leave
4 that open-ended, we have to be also responsible
5 to put in the document what the caveats are for
6 protecting the neighborhoods so that --
7 neighborhood character is covered in about a
8 couple of paragraphs back in the back of the
9 document, but now if really you're going to leave
10 that option open on those catalyst sites, there
11 are protections that need to be put in place for
12 existing neighborhoods.

13 One of the things that came up during the
14 course of the old St. Charles Mall controversy
15 was cut-through traffic that was such a
16 consideration because of the density that would
17 come to that side of town where I live,
18 1610 Howard, Prairie Street, the Davis-Richmond
19 area. The volume of traffic that would be
20 generated by residential is undeniable.

21 There's starting to be a traffic study about
22 Prairie Street at 7th, and Prairie at Randall,
23 and 14th at 38, and they talked about traffic
24 queues, the need for future stoplights at 7th and

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1 Prairie. All those things aren't really
2 addressed, the impact of density isn't addressed
3 here, and with an older section of town like the
4 west side of town bearing the burden of some
5 future residential population, they'll never
6 catch up regardless of cash in lieu. You need to
7 figure out how to factor in new student
8 populations in the schools across town.

9 I think another chapter needs to be
10 addressed that's missing in here, and that is to
11 expand the idea of what do we want, what is
12 St. Charles' vision for the existing neighborhoods.
13 I think you're overlooking the impact to the
14 existing neighborhoods maybe in an effort to
15 encourage developers to have a plan, but this is
16 a rush on this plan, and I think we need to back
17 up, and if you really want those catalyst sites
18 to be as open-ended as they are, then there's a
19 chapter missing in this document.

20 Thank you.

21 MAYOR ROGINA: Thank you.

22 Anyone else?

23 (No response.)

24 MAYOR ROGINA: Hearing no further

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1 public testimony, I would ask for council's
2 comments, and I would start on my right side here
3 with Alderman Silkaitis, and we can gently work
4 our way down the row.

5 ALDERMAN SILKAITIS: Thank you.

6 As I said before, I'm opposed to any
7 housing development on that old mall property.
8 Again, never say never, but I would prefer to
9 have it out of the comprehensive plan, designate
10 it as a commercial retail, and go from there.

11 I think if a good development comes along
12 that is unique, it may consist of residential,
13 but I don't want to go the other way around and
14 say you can have residential and no commercial.
15 So I'm not in favor of the way the comprehensive
16 plan is worded right now.

17 Thank you.

18 MAYOR ROGINA: Alderman Payleitner.

19 ALDERMAN PAYLEITNER: No additional
20 comment.

21 MAYOR ROGINA: Alderman Lemke.

22 ALDERMAN LEMKE: A similar situation
23 and this involves the idea that a developer is
24 allowed to build multistory on some other space

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1 that would nominally be retail. That really gets
2 in the way of doing some of the big boxes. You
3 don't see along Randall Road big boxes with
4 housing on top of them, and I think that's true
5 on the east side as well as the west side, and I
6 continue to have a problem with that.

7 It is possible that any developer can come
8 in and say, "Look, I have something," and
9 nothing -- in a more structured plan with balance,
10 nothing prevents -- a developer can always
11 present.

12 But I think we need to say what we want.
13 Otherwise, we don't really have a chance of
14 getting it.

15 Rest my case.

16 MAYOR ROGINA: Alderman Turner.

17 ALDERMAN TURNER: I approve of the
18 comprehensive plan the way that the committee
19 presented it to us. It has a lot of options in
20 it, and this is something that's going to go
21 forward for 10 or 15 years, if not 20.

22 We don't know what the future is going to
23 bring, and this whole idea of the residential --
24 if you look at residential today, how residential

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1 is structured, maybe it doesn't fit there, but
2 probably less than a month ago in the Tribune
3 there was an article about something called a
4 pocket neighborhood. If we would have known that
5 pocket neighborhood was around two years ago, I'd
6 say to you Lexington would look a lot different.

7 I don't know what's going to come in the
8 future, but I do believe in American ingenuity.
9 There isn't a plan out there for the old mall
10 now, but there will be that will be satisfactory
11 to the residents and the City Council. I don't
12 know what it is, but I'm going to count on the
13 ingenuity of America to bring that forward.

14 I also think there's going to be a builder
15 that's going to go in there and construct it, and
16 I think the owner of the land will eventually see
17 value in it.

18 So to me we need to have all those options
19 on the table. We're not going to have the
20 ingenuity or creativity by putting restrictions
21 on our open space, whether it's at old
22 St. Charles Mall, the Charlestowne Mall, or for
23 that matter west of 64.

24 Thank you, your Honor.

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1 MAYOR ROGINA: Thank you,
2 Alderman Turner.

3 Alderman Bancroft.

4 ALDERMAN BANCROFT: I too approve of
5 the comprehensive plan the way it's drafted
6 subject to the revisions that are on the Web site.

7 One thing I want to point out, though, on
8 pages 32 and 33 of the main document there's
9 two full pages that really delved into protections
10 afforded neighborhoods with respect to
11 residential uses.

12 The first item is "Preserve the character
13 of the City's existing single-family residential
14 neighborhoods." The second is "Locate new
15 multifamily residential developments in appropriate
16 locations within the city and consider the
17 implications of concentrating units in one
18 location or area of the city."

19 I won't read them all, but it goes on to
20 list, I'm going to guess 10 or 12 specific
21 safeguards that would need to be considered in
22 conjunction with anything that was ever proposed.

23 And, again, this is simply a policy
24 document, so I just want to point to those

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1 two pages because I think it's important to
2 understand that there are some things in this
3 document that govern residential land use
4 policies.

5 MAYOR ROGINA: Thank you.

6 Alderman Martin.

7 ALDERMAN MARTIN: Your Honor,
8 thank you.

9 I have been and -- or have held the
10 position and will continue to hold the position
11 that this is an opportunity for us to retain the
12 final location for a commercial center, and I
13 don't believe that residential belongs here and
14 will continue to support my position.

15 I would comment further that the other
16 parts of the comprehensive plan that we have
17 discussed I would support, but I will not support
18 the residential on the St. Charles Mall.

19 MAYOR ROGINA: Thank you.

20 Alderman Krieger.

21 ALDERMAN KRIEGER: Basically, I
22 support the comprehensive plan as it's being
23 presented. I think that we're overlooking the
24 fact that any development will have to come

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1 before the Plan Commission, the planning and
2 development committee before it ever comes to the
3 Council, and that will be when we determine what
4 we want and where we want it.

5 I think we have to leave the phrase "mixed
6 use" in so that we leave the door open to perhaps
7 some sort of educational or medical facilities on
8 either one of those properties. I would not
9 support apartments on the St. Charles Mall.

10 MAYOR ROGINA: Thank you.

11 Alderman Bessner.

12 ALDERMAN BESSNER: Thank you.

13 I'm in favor of the comprehensive plan as
14 it has been sent to us from the committee with
15 the residential component attached to it or
16 included.

17 My decision has not been based on apartments;
18 it's not based on any type of residential use.
19 It's based, as I stated previously, upon the fact
20 of competitive plans, creative plans that may
21 come to us in the next 5, 10, 15 years.

22 The economy has changed over the last five,
23 six, seven years, and we don't know if we're
24 going to get back to the way it was in 2007 or

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1 2008 versus where we're going to be. So I think
2 we need to leave that option open for some
3 creative processes.

4 MAYOR ROGINA: Thank you.

5 And Alderman Lewis.

6 ALDERMAN LEWIS: Well, it's been a
7 long two years getting to this point, and I would
8 like to thank all of those that have been
9 involved with the comprehensive plan.

10 Many people from all over St. Charles have
11 made contributions of their time, their ideas,
12 their thoughts, and I really appreciate their
13 input and their sincere involvement in this
14 process.

15 We have a fabulous community in the City of
16 St. Charles, and it's because of all of you that
17 are here taking an interest in this community.

18 I do support the plan as it's presented. I
19 support the three options for the old St. Charles
20 Mall site. I feel confident that there's strong
21 enough wording that it will eliminate what most
22 of us don't want. I think as those of us in the
23 room, I agree I will not support apartments,
24 high-rise apartments, and I think there's

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1 sufficient language in the document that will
2 eliminate that.

3 I believe it would be backwards to approve
4 a comprehensive plan with the idea that we're
5 already going forward to amend it. I don't think
6 that's initially the way we should do it, and I
7 do support this project.

8 And, again, thank you all for showing up,
9 and I appreciate your comments. We might not
10 always agree but I do listen. I do understand, I
11 do share a lot of your concerns, but I don't have
12 any fear. I have confidence in my fellow
13 councilmen, and I hope that you will trust us
14 that we will do the right things for you.

15 Thank you.

16 ALDERMAN PAYLEITNER: Your Honor?

17 MAYOR ROGINA: Alderman Payleitner.

18 ALDERMAN PAYLEITNER: I passed
19 originally to avoid redundancy, but I would like
20 to at least go on the record to say that I, too,
21 approve of the document as revised.

22 20 years ago we couldn't predict what was
23 happening today, and I think to say we know today
24 what's going to happen 20 years in the future is

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1 also not possible. So for that reason alone we
2 need to keep our options open.

3 And like Maureen stated, I trust this body
4 now and in the future, and we'll see that our
5 town is protected.

6 MAYOR ROGINA: Well, I appreciate the
7 comments of several of you that say "I trust my
8 colleagues" because I trust my colleagues on the
9 City Council, as well.

10 I sat over there where Mr. Kalley is
11 sitting right at the moment at the P & D meeting,
12 and I listened to a comment made by one of the
13 task force committee members, Mr. Brian Doyle who
14 came to the microphone that night and said,
15 "We're looking at this document here and its
16 add-ons, we're looking for something special that
17 as a development comes forward that's something
18 special and unique to St. Charles."

19 And I think that's important and that's
20 good, and I don't want anybody walking out of
21 here tonight not thinking that as a proposal is
22 made that, A, neighborhood and -- neighborhood
23 input would not be considered. Of course, it's
24 going to be considered. We consider it through

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1 We think St. Charles is a great community
2 and are thrilled at the product and the community
3 involvement working with the City of St. Charles
4 in such an important document.

5 MAYOR ROGINA: Thank you.

6 And, finally, last but certainly not least,
7 any member of the task force, Chairman Armstrong,
8 or any of your members would like to make any
9 comments?

10 Betsy.

11 MS. PENNY: Betsy Penny,
12 90 Whittington Course, St. Charles, Illinois.

13 Most everything's been said that I believe,
14 but I guess I just want to emphasize maybe what
15 Alderman Payleitner said and some of the others.
16 That is that I think we need to be careful that
17 we don't close the doors to things we don't know
18 about because we're afraid of what the conditions
19 are today, and I think that that can cause us to
20 eliminate people from being imaginative and
21 creative by putting restrictions and things on
22 these areas that we all want something good to
23 happen.

24 Therefore, I just think this plan with

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1 some of these options -- and like you said,
2 Mayor Rogina, it is a plan; it is not a zoning
3 ordinance. So that's terribly important to
4 remember that.

5 And I guess I hope we'll choose to have
6 this plan as it is so it's somewhat flexible and
7 a guiding document, a policy -- that's all it is --
8 that encourages those who have the means
9 economically and the desire to invest in this
10 community, and I'm afraid if we start putting
11 restrictions, "No this, no that" because we don't
12 know what 20 years, 10 years will be. I'm hoping
13 something happens a lot sooner than 20 years.

14 Thank you.

15 MAYOR ROGINA: Thank you. Chairman
16 Armstrong.

17 MR. ARMSTRONG: Mark Armstrong,
18 2210 Forest Ridge Road, St. Charles.

19 Mayor, members of the Council, thank you
20 for the opportunity we've had over the last
21 couple of years. It has been our pleasure to
22 serve you and to serve this city.

23 One thing that unites everyone in this room
24 is our love for St. Charles and our desire to

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1 take St. Charles well into the 21st century and
2 make it an even better place to live than it is
3 now. I thank you for the trust you've placed in
4 us, and we are pleased to have completed our task.

5 MAYOR ROGINA: Thank you, Chairman
6 Armstrong.

7 Any other member of the task force?

8 (No response.)

9 MAYOR ROGINA: I would entertain a
10 motion to close the public hearing.

11 ALDERMAN SILKAITIS: So moved.

12 ALDERMAN TURNER: Second.

13 MAYOR ROGINA: I think a voice vote
14 is okay here. All those in favor say aye.

15 (The ayes were thereupon heard.)

16 MAYOR ROGINA: The motion will carry.
17 The public hearing is closed.

18 (Which were all the proceedings
19 had in the above-entitled matter
20 at the hour of 8:06 p.m.)

21

22

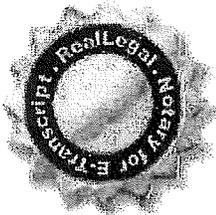
23

24

1 STATE OF ILLINOIS)
) SS.
2 COUNTY OF K A N E)

3
4 I, Paula M. Quetsch, Certified
5 Shorthand Reporter No. 084-003733, CSR, RPR, and
6 a Notary Public in and for the County of Kane,
7 State of Illinois, do hereby certify that I
8 reported in shorthand the proceedings had in the
9 above-entitled matter and that the foregoing is a
10 true, correct, and complete transcript of my
11 shorthand notes so taken as aforesaid.

12 IN TESTIMONY WHEREOF I have hereunto set my
13 hand and affixed my Notarial Seal this 12th day
14 of August, 2013.



17 *Paula M. Quetsch*

 Certified Shorthand Reporter
 Registered Professional Reporter

18
19 My commission expires
20 October 16, 2013

21
22
23
24

**MINUTES FROM THE MEETING OF THE ST. CHARLES CITY COUNCIL
HELD ON MONDAY, AUGUST 5, 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 At 7:12 P.M.**
- 2. Roll Call.**
Present: Stellato, Silkaitis, Payleitner, Lemke, Turner
Bancroft, Martin, Krieger, Bessner, Lewis
Absent: None
- 3. Invocation – Alderman Rita Payleitner**
- 4. Pledge of Allegiance**
- 5. Motion by Martin, seconded by Krieger to approve the Omnibus Vote as presented.**
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner
Bancroft, 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 Mid-Year Council Retreat meeting held on June 15, 2013 and minutes of the regular City Council meeting held on July 15, 2013.**
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner
Bancroft, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)
- *7. Motion by Martin, seconded by Krieger to approve and authorize issuance of vouchers from the Expenditure Approval List for the period of 6/10/13 – 6/23/13 in the amount of \$6,125,581.10, Expenditure Approval List for the period of 6/24/13 – 7/5/13 in the amount of \$5,023,233.31, and Expenditure Approval List for the period of 7/8/13 – 7/21/13 in the amount of \$2,472,614.97.**
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner
Bancroft, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)

I. New Business

- A. Motion by Turner, seconded by Martin, to approve a **Resolution 2013-80** Approving a 1-Year Renewal Period (May 1, 2013 – April 30, 2014) of a License Agreement By and Between the City of St. Charles and the Downtown St. Charles Partnership.
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner
Bancroft, 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 the minutes of the July 15, 2013 Government Operations Committee meeting.
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner
Bancroft, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)
- *2. Motion by Martin, seconded by Krieger to approve funding requests for St. Charles Mental Health Board for FY13/14.
ROLL CALL VOTE: AYE: Silkaitis, Payleitner, Lemke, Turner
Bancroft, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
ABSTAIN: Stellato
MOTION CARRIED (Omnibus Vote)
3. Motion by Turner, seconded by Bancroft to approve funding allocations schedule of the Visitors Cultural Commission for FY13/14 and the related funding agreements.
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner
Bancroft, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED

B. Government Services

- *1. Motion by Martin, seconded by Krieger to approve an **Ordinance 2013-M-41** Renaming a Portion of Charter One Avenue to King Edward Avenue.
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner
Bancroft, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)
- *2. Motion by Martin, seconded by Krieger to approve a **Resolution 2013-81** Authorizing the Mayor and City Clerk of the City of St. Charles to Approve Design Engineering Services with Trotter & Associates for the IL Rt. 25 Watermain Replacement.
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner
Bancroft, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)

- *3. Motion by Martin, seconded by Krieger to approve a **Resolution 2013-82** Authorizing the Mayor and City Clerk of the City of St. Charles to approve Consulting Services with Capital Infrastructure Group, LLC.
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner
Bancroft, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)
- *4. Motion by Martin, seconded by Krieger to approve a **Resolution 2013-83** Authorizing the Mayor and City Clerk of the City of St. Charles to Approve a Budget Addition for Electric Utility Work Related to the McDonalds Rebuild at 1915 West Main Street.
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner
Bancroft, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)
- *5. Motion by Martin, seconded by Krieger to approve a **Resolution 2013-84** Authorizing the Mayor and City Clerk of the City of St. Charles to Approve Contractual Services with United Septic, Inc. for Storm Sewer Catch Basin Cleaning Services.
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner
Bancroft, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)
- *6. Motion by Martin, seconded by Krieger to approve a **Resolution 2013-85** Authorizing the Mayor and City Clerk of the City of St. Charles to Approve Contractual Services with Visu-Sewer for Stormwater Televising and Cleaning Services.
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner
Bancroft, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)
- *7. Motion by Martin, seconded by Krieger to approve a **Resolution 2013-86** Authorizing the Mayor and City Clerk of the City of St. Charles to Approve Asphalt Parking Lot Reconstruction Project for Parking Lot "K" with Plote Construction, Inc.
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner
Bancroft, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)
- *8. Motion by Martin, seconded by Krieger to approve a **Resolution 2013-87** Authorizing the Mayor and City Clerk of the City of St. Charles to Approve the Purchase of a Trailer Pump from Xylem/Godwin for the Sanitary Sewer Division.
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner
Bancroft, Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)
- *9. Motion by Martin, seconded by Krieger to approve a **Resolution 2013-88** Authorizing the Director of Finance to Execute Change Order No. 4 for the Biosolids Building Construction Project to Whittaker Construction & Excavating.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner
Bancroft, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

10. Motion by Payleitner, seconded by Stellato to approve an **Ordinance 2013-M-42** Authorizing Amendment of Title 8 “Health and Safety” Chapter 8.24, “Garbage and Refuse”, Section 8.24.020 “Approved Containers”, Section 8.24.030 “Collection Services”, Section 8.24.040 “Charges and Bills” of the St. Charles Municipal Code.

ROLL CALL VOTE: AYE: Stellato, Payleitner, Turner

Bancroft, , Krieger, Bessner, Lewis

NAY: Silkaitis, Lemke, Martin ABSENT: 0

MOTION CARRIED

- *11. Motion by Martin, seconded by Krieger to approve a **Resolution 2013-89** Authorizing the Mayor and City Clerk of the City of St. Charles to Execute Land Lease and Biosolids Application Agreement with Roger Mangers and William Mangers.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner

Bancroft, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- *12. Motion by Martin, seconded by Krieger to approve a **Resolution 2013-90** Authorizing the Mayor and City Clerk of the City of St. Charles to approve a Contract with A Lamp Concrete Contractors for Construction of Parking Lot Alternative “A” at 119 North Third Street.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner

Bancroft, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- *13. Motion by Martin, seconded by Krieger to approve a **Resolution 2013-91** Requesting the Closure of IL Rt. 31 for the St. Charles East High School Homecoming Parade.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner

Bancroft, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- *14. Motion by Martin, seconded by Krieger to approve a **Resolution 2013-92** Requesting the Closure of IL Rt. 31 for the St. Charles North High School Homecoming Parade.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner

Bancroft, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- *15. Motion by Martin, seconded by Krieger to approve Street and Parking Lot Closures and use of Amplification Equipment for the 2013 Scarecrow Festival.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner

Bancroft, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- *16. Motion by Martin, seconded by Krieger to accept and place on file minutes of the July 22, 2013 Government Services Committee meeting.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner
Bancroft, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

C. Planning and Development

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

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner
Bancroft, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

2. Motion by Bessner, seconded by Lewis to incorporate the Plan Commission and Planning and Development Committee revisions into the 2013 Comprehensive Plan Draft and direct staff to finalize the document for adoption by the City Council.

ROLL CALL VOTE: AYE: Payleitner, Turner

Bancroft, Krieger, Bessner, Lewis

ABSTAIN: Stellato

NAY: Silkaitis, Lemke, Martin ABSENT: 0

MOTION CARRIED

D. Executive Session

Motion by Martin, seconded by Bessner to enter into Executive Session to discuss Personnel, Collective Bargaining, and Review of Executive Sessions at 7:23.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner
Bancroft, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED

Motion by Martin, seconded by Stellato to return from Executive Session at 7:59.

VOICE VOTE

UNANIMOUS

MOTION CARRIED

E. Additional Items from Mayor, Council, Staff, or Citizens

1. **Edward McNalley, 724 Horne Street, St. Charles,**

I am a school board member, recently elected. I wanted to clarify a situation. Recently, a situation regarding funding for a stoplight at Red Gate Road has, as stated in the news outlet, as driven a wedge between the St. Charles City Council and the D303 School Board. It appears this is due to a misunderstanding. I would like to clear that misunderstanding at least as it relates to my vote on this matter as a member of the D303 school board. At the business services meetings, several queries were made one week prior to the meeting in which we voted on this. Queries were asked regarding a lack of a study conducted by the City regarding the necessity of a stoplight commencing with construction of the bridge. No explanation was forthcoming by anyone, including Dr.

Scholmann, who was the party who has appealed to the City for the traffic light. Apparently indicating that the school district would be 50% of the cost of \$250,000. Only a brief reference was made at the general meeting the next week a matter of minutes before the vote was to take place to a study indicating that there was no need for a light. Mr. Gaffney, also a board member, referenced a study funded by residents of the subdivision. Because no further information was provided at that time and no study was available, I voted as I originally had intended, absent compelling with reason to the contrary. After the vote Dr. Scholmann asked what he could do to convince me of the necessity to pay for the light. I repeated my previous concerns and asked some additional questions. He indicated that there was a study and it did not indicate a current need for a traffic light. Upon receiving this study, it was apparent this was not a study commissioned by the City as I was led to believe, but one commissioned by citizens referenced by Mr. Gaffney. Regardless of its source, the information was not provided at the business services meeting the week prior to the vote. Certainly it would have been relevant to have access to the study and the ability to review it the week prior to the vote. I also asked Dr. Scholmann if he was acting on behalf of the school board when he was negotiating this request. He replied he had done so on his own volition without prior board approval. This of course is also a material fact to consider when voting on this issue. What has been presented by local media as a handshake agreement between the school board and City officials, appears instead to have been a tentative agreement without prior consent and someone from the City. This is not necessarily the fault of the local media, as I am sure they have received the same information I had. Given that we were discussing a quarter of a million dollar expenditure, prior approval from the board should have been sought. I am sure you would feel the same in overseeing City budgets. Thank you for your time.

2. Motion by Payleitner, seconded by Silkaitis to approve the release of minutes of Executive Sessions and authorize the destruction of the same Executive Session recordings after 18-month retention period for the following dates:

City Council:

September 6, 2011 (partial, Sec 3 only),
August 15, 2011,
January 17, 2012,
May 7, 2012 (partial, Sec 2 and Sec 3 pgs 5-7),
July 2, 2012 (partial, pgs 1-4),
July 16, 2012,
October 1, 2012 (partial pgs 14&15),
October 15, 2012 (partial, pgs 8-10),
December 17, 2012,
January 7, 2013.

Planning & Development Committee: September 10, 2012 (partial, pgs 1-4).

Government Services Committee: July 23, 2012 (partial, pgs 2-6).

Government Operations Committee: March 18, 2013.

F. Adjournment

Motion By Turner, seconded by Bessner, to adjourn meeting

VOICE VOTE UNANIMOUS MOTION CARRIED

Meeting adjourned at 8:00 P.M.

Nancy Garrison, City Clerk

CERTIFIED TO BE A TRUE COPY OF ORIGINAL

Nancy Garrison, City Clerk

8/9/2013

**CITY OF ST CHARLES
COMPANY 1000
EXPENDITURE APPROVAL LIST**

7/22/2013 - 8/4/2013

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
103	ALLIED ASPHALT PAVING CO INC					
		18	2,342.45	08/01/2013	175123	ASPHALT SURFACE
	ALLIED ASPHALT PAVING CO INC Total		2,342.45			
114	DG HARDWARE					
		75638	11.69	08/01/2013	55314/F	MISC HARDWARE
		75524	8.09	08/01/2013	55317/F	MISC SUPPLIES FLEET DEPT
		75638	13.49	08/01/2013	55353/F	MISC FIRE DEPT SUPPLIES
		75695	7.01	08/01/2013	55382/F	MISC SUPPLIES PUBLIC SERVICES
	DG HARDWARE Total		40.28			
131	ADVANCED PARTS AND SERVICE INC					
		76402	334.67	08/01/2013	157501	FRONT PILOT REPAIR ON STOVE
	ADVANCED PARTS AND SERVICE INC Total		334.67			
139	AFLAC					
			15.42	07/26/2013	ACAN130726123038HR	AFLAC Cancer Insurance
			24.92	07/26/2013	ACAN130726123038IS	AFLAC Cancer Insurance
			181.28	07/26/2013	ACAN130726123038PD	AFLAC Cancer Insurance
			108.29	07/26/2013	ACAN130726123038PW	AFLAC Cancer Insurance
			25.20	07/26/2013	ADIS130726123038FD	AFLAC Disability and STD
			26.21	07/26/2013	ADIS130726123038FN	AFLAC Disability and STD
			163.33	07/26/2013	ADIS130726123038PD	AFLAC Disability and STD
			54.23	07/26/2013	ADIS130726123038PW	AFLAC Disability and STD
			8.10	07/26/2013	AHIC130726123038FD	AFLAC Hospital Intensive Care
			16.20	07/26/2013	AHIC130726123038PD	AFLAC Hospital Intensive Care
			55.90	07/26/2013	AHIC130726123038PW	AFLAC Hospital Intensive Care
			27.89	07/26/2013	APAC130726123038FD	AFLAC Personal Accident
			16.32	07/26/2013	APAC130726123038FN	AFLAC Personal Accident
			123.44	07/26/2013	APAC130726123038PD	AFLAC Personal Accident
			16.20	07/26/2013	APAC130726123038PW	AFLAC Personal Accident
			13.57	07/26/2013	ASPE130726123038FN	AFLAC Specified Event (PRP)
			32.46	07/26/2013	ASPE130726123038PD	AFLAC Specified Event (PRP)
			44.52	07/26/2013	ASPE130726123038PW	AFLAC Specified Event (PRP)
			42.48	07/26/2013	AVOL130726123038FN	AFLAC Voluntary Indemnity

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO_NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			136.94	07/26/2013	AVOL130726123038PD	AFLAC Voluntary Indemnity
			21.46	07/26/2013	AVOL130726123038PW	AFLAC Voluntary Indemnity
	AFLAC Total		<u>1,154.36</u>			
140	CINTAS CORPORATION NO 2					
		76546	198.00	08/01/2013	F9400051357	INSPECT KITCHEN SYSTEM
	CINTAS CORPORATION NO 2 Total		<u>198.00</u>			
145	AIR ONE EQUIPMENT INC					
		76184	338.30	08/01/2013	88988	MISC SUPPLIES
	AIR ONE EQUIPMENT INC Total		<u>338.30</u>			
149	ALARM DETECTION SYSTEMS INC					
		75839	1,440.60	07/25/2013	120197-1050	ANNUAL FIRE TEST
		75839	360.63	07/25/2013	144000-1021	SVC AUG - OCT 2013
		75839	123.75	07/25/2013	24696-1036	SVC AUG - OCT 2013
		75839	137.83	07/25/2013	46090-1154	SVC AUGUST 2013
	ALARM DETECTION SYSTEMS INC Total		<u>2,062.81</u>			
177	AL PIEMONTE CADILLAC INC					
			67,312.56	07/22/2013	071913	SALES TAX INCENTIVE AGREEMENT
	AL PIEMONTE CADILLAC INC Total		<u>67,312.56</u>			
221	ANDERSON PEST CONTROL					
		76475	160.00	08/01/2013	2602925	REMOVING WASP NESTS
	ANDERSON PEST CONTROL Total		<u>160.00</u>			
234	A PEARSON CORPORATION					
		76369	4,750.00	08/01/2013	13-113	WELL 7 FLOORING
	A PEARSON CORPORATION Total		<u>4,750.00</u>			
272	ASK ENTERPRISES & SON INC					
		76227	687.00	07/25/2013	22523	INVENTORY ITEMS
		76308	1,827.50	07/25/2013	22525	INVENTORY ITEMS
		76027	203.00	07/25/2013	22526	INVENTORY ITEMS
		76431	529.60	07/25/2013	22539	INVENTORY ITEMS
	ASK ENTERPRISES & SON INC Total		<u>3,247.10</u>			
279	ATLAS CORP & NOTARY SUPPLY CO					
			39.00	07/25/2013	071713KR	KATHLEEN RUST POLICE DEPT

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	ATLAS CORP & NOTARY SUPPLY CO Total		<u>39.00</u>			
283	AT&T		39.72	08/01/2013	IL0R685LSB0613	QUARTERLY BILLING
	AT&T Total		<u>39.72</u>			
284	ILLINOIS BELL TELEPHONE CO		70.00	07/25/2013	070813	SUB 2 VLAN 247
	ILLINOIS BELL TELEPHONE CO Total		<u>70.00</u>			
297	AV OVERHEAD DOOR	76495	401.00	08/01/2013	23166	MISC REPAIR POLICE DEPT
	AV OVERHEAD DOOR Total		<u>401.00</u>			
305	BADGER METER INC	76215	2,726.34	08/01/2013	11791001	INVENTORY ITEMS
	BADGER METER INC Total		<u>2,726.34</u>			
342	BENTLEY SYSTEMS INC		4,535.00	08/01/2013	47535230	ANNUAL SUBSCRIPTION
	BENTLEY SYSTEMS INC Total		<u>4,535.00</u>			
366	B & L LANDSCAPE CONTRACTORS					
		75530	725.00	07/25/2013	21841	SVC 1764 CUMBERLAND GRN
		76128	620.00	08/01/2013	21899	SVC 3825,45 STERN
		76128	575.00	08/01/2013	21900	SVC 3915 STERN
		76128	425.00	08/01/2013	21901	SVC 1703 RONZHEIMER
		76128	2,100.00	07/25/2013	21931	SUB STATION #3 TREE PLANTING
		75607	175.00	07/25/2013	21933	WEEDED 2ND COURT PARKING LC
		76128	220.00	08/01/2013	21938	SVC 1529 RONZHEIMER AVE
		75607	200.00	08/01/2013	21940	SVC HERITAGE MUSEUM & WLNT
		76128	1,845.00	08/01/2013	21943	SVC RITA-S TYLER-LARSON RONZ
		76053	700.00	08/01/2013	21944	RIVERWALK REPAIR
		76128	465.00	08/01/2013	21949	SVC 25 & 45 STIRRUP CUP CT
		75607	180.00	08/01/2013	21950	SVC PRAIRIE ST BRIDGE
	B & L LANDSCAPE CONTRACTORS Total		<u>8,230.00</u>			
393	BRICOR CONSULTING		2,000.00	08/01/2013	FY2014	FY 13/14 AGREEMENT
			2,000.00	08/01/2013	FY2014	FY 13/14 AGREEMENT
			2,000.00	08/01/2013	FY2014	FY 13/14 AGREEMENT

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			2,000.00	08/01/2013	FY2014	FY 13/14 AGREEMENT
	BRICOR CONSULTING Total		<u>8,000.00</u>			
396	BROWNELLS INC					
		76374	193.89	07/25/2013	09100618.00	MISC SUPPLIES
		76482	133.91	08/01/2013	09135871.00	PD SUPPLIES
	BROWNELLS INC Total		<u>327.80</u>			
403	KEVIN BUCH					
			60.00	08/01/2013	072913	CDL RENEWAL
	KEVIN BUCH Total		<u>60.00</u>			
407	BUILDERS ASPHALT LLC					
		20	1,180.85	08/01/2013	9774	OMEGA HIGH PERFORMANCE PAT
	BUILDERS ASPHALT LLC Total		<u>1,180.85</u>			
428	CALEA					
		76608	1,815.00	08/01/2013	INV12727	ANNUAL CONTINUATION FEE
	CALEA Total		<u>1,815.00</u>			
467	PAHCS II					
			108.00	08/01/2013	143440	JUNE POST OFFER DRUG SCREEN
	PAHCS II Total		<u>108.00</u>			
517	CINTAS CORPORATION					
		75535	47.16	07/25/2013	344626942	UNIFORM SVC
		75535	39.66	08/01/2013	344630445	WEEKLY FLEET DEPT BILLING
	CINTAS CORPORATION Total		<u>86.82</u>			
543	COLUMBIA PIPE & SUPPLY CO					
		76294	206.95	07/25/2013	1038247	MISC PVC PARTS
		76294	57.27	07/25/2013	1039906	COUPLINGS
		76294	6.27	08/01/2013	1046102	PVC 90 PIPE
	COLUMBIA PIPE & SUPPLY CO Total		<u>270.49</u>			
561	COMBINED CHARITIES CAMPAIGN					
			8.00	07/26/2013	CCCA130726123038ED	Combined Charities Campaign
			20.00	07/26/2013	CCCA130726123038FD	Combined Charities Campaign
			129.85	07/26/2013	CCCA130726123038FN	Combined Charities Campaign
			8.00	07/26/2013	CCCA130726123038HR	Combined Charities Campaign
			5.00	07/26/2013	CCCA130726123038IS	Combined Charities Campaign

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			48.46	07/26/2013	CCCA130726123038PD	Combined Charities Campaign
			20.77	07/26/2013	CCCA130726123038PW	Combined Charities Campaign
	COMBINED CHARITIES CAMPAIGN Total		240.08			
562	COMPLETE VENDING SERVICE INC					
		76391	78.83	08/01/2013	12787	MISC COFFEE SUPPLIES
	COMPLETE VENDING SERVICE INC Total		78.83			
563	CDW GOVERNMENT INC					
		76403	164.75	08/01/2013	DK76307	SAMSUNG DVI LED
	CDW GOVERNMENT INC Total		164.75			
564	COMCAST OF CHICAGO INC					
			9.95	08/01/2013	072513CH	SVC 8-7 TO 9-6-13
	COMCAST OF CHICAGO INC Total		9.95			
579	COMMUNICATIONS DIRECT INC					
		76270	9,855.00	07/25/2013	IN120999	REMOTE MOUNT PACKAGE
	COMMUNICATIONS DIRECT INC Total		9,855.00			
630	CROSSBOW INDUSTRIAL WATER					
		75584	384.11	08/01/2013	2111988	MISC SUPPLIES
	CROSSBOW INDUSTRIAL WATER Total		384.11			
642	CUSTOM WELDING & FAB INC					
		75537	322.60	08/01/2013	130157	REPAIR EXCAVATION BUCKET
	CUSTOM WELDING & FAB INC Total		322.60			
646	PADDOCK PUBLICATIONS INC					
			62.50	08/01/2013	266151-72514	QRTLY NEWS SUBSCRIPTION POL
	PADDOCK PUBLICATIONS INC Total		62.50			
680	DELUXE SMALL BUSINESS SALES					
		76349	49.73	07/25/2013	66065895	DEPOSIT TICKETS FINANCE DEPT
	DELUXE SMALL BUSINESS SALES Total		49.73			
708	DISPLAY SALES					
		76409	654.00	08/01/2013	INV0091326	98 SERIES HD BRACKET SYSTM
	DISPLAY SALES Total		654.00			
725	DON MCCUE CHEVROLET					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		75538	39.29	07/25/2013	357048	SVC V#1870 RO#47964
	DON MCCUE CHEVROLET Total		<u>39.29</u>			
767	EAGLE ENGRAVING INC					
		75539	125.00	07/25/2013	2013-1702	PLAQUE ENGRAVING POLICE DEP
		75539	47.55	08/01/2013	2013-1722	ENGRAVING POLICE DEPT
	EAGLE ENGRAVING INC Total		<u>172.55</u>			
776	HD SUPPLY WATERWORKS					
		75570	253.93	07/25/2013	B161158	MISC WATER DEPT SUPPLIES
		76521	3,859.20	08/01/2013	B249201	INVENTORY ITEMS
		76521	3,859.20	08/01/2013	B249201	INVENTORY ITEMS
		76521	-3,859.20	08/01/2013	B249201	INVENTORY ITEMS
		76521	-3,859.20	08/01/2013	B249201	INVENTORY ITEMS
	HD SUPPLY WATERWORKS Total		<u>253.93</u>			
789	HD SUPPLY POWER SOLUTIONS LTD					
		76095	5,810.40	07/25/2013	2297074-00	INVENTORY ITEMS
		76314	1,196.80	07/25/2013	2313020-00	INVENTORY ITEMS
		76447	691.50	08/01/2013	23219996-00	INVENTORY ITEMS
	HD SUPPLY POWER SOLUTIONS LTD Total		<u>7,698.70</u>			
826	BORDER STATES					
		75903	198.70	07/25/2013	905884800	INVENTORY ITEMS
		76315	518.25	08/01/2013	905920908	INVENTORY ITEMS
		75922	4,899.00	08/01/2013	905927148	INVENTORY ITEMS
		76525	274.00	08/01/2013	905966569	INVENTORY ITEMS
	BORDER STATES Total		<u>5,889.95</u>			
859	FEECE OIL CO					
		76434	976.80	08/01/2013	1305773	INVENTORY ITEMS
	FEECE OIL CO Total		<u>976.80</u>			
865	FILTER SERVICES ILLINOIS					
		76299	203.78	08/01/2013	INV78591	LIQUID FILTERS
		76299	691.67	08/01/2013	INV78744	INDUSTRIAL AIR INTAKE FILTER
	FILTER SERVICES ILLINOIS Total		<u>895.45</u>			
870	FIRE PENSION FUND					
			16,261.79	08/01/2013	072413	KANE COUNTY PROPERTY TAXES
			266.78	07/26/2013	FP1%130726123038FD	Fire Pension 1% Fee

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			657.77	07/26/2013	FRP2130726123038FD	Fire Pension Tier 2
			14,799.25	07/26/2013	FRPN130726123038FD	Fire Pension
			77.01	07/26/2013	GIP3130726123038FD	Fire Pension Payments - 1% CU
	FIRE PENSION FUND Total		<u>32,062.60</u>			
884	FISHER SCIENTIFIC					
		76435	1,273.79	08/01/2013	9464069	INVENTORY ITEMS
	FISHER SCIENTIFIC Total		<u>1,273.79</u>			
891	FLEET SAFETY SUPPLY					
		76353	192.37	07/25/2013	58134	SPEAKER AND BRACKET
		76185	1,078.19	08/01/2013	58166	MISC HARDWARE/SUPPLIES
	FLEET SAFETY SUPPLY Total		<u>1,270.56</u>			
903	MARGARET FORSTER					
			131.52	08/01/2013	072513	PETTY CASH REIMBURSEMENT
	MARGARET FORSTER Total		<u>131.52</u>			
911	FOUNTAIN TECHNOLOGIES LTD					
		76570	195.00	08/01/2013	7918	FOUNTAIN BULB REPLACEMENT
	FOUNTAIN TECHNOLOGIES LTD Total		<u>195.00</u>			
928	FRANKS EMPLOYMENT INC					
		75777	775.94	07/25/2013	83155	SVC 7-2 TO 7-5-13
		75777	793.58	08/01/2013	83180	SVCS 7-8 TO 7-12-13
	FRANKS EMPLOYMENT INC Total		<u>1,569.52</u>			
932	CIT					
		75542	88.44	07/25/2013	16100809	SVC/PARTS V#1809
	CIT Total		<u>88.44</u>			
935	DOWNTOWN ST CHARLES					
			26,350.00	08/01/2013	FY-2014	FY2014 AGREEMENT ON FILE
			26,350.00	08/01/2013	FY-2014	FY2014 AGREEMENT ON FILE
			26,350.00	08/01/2013	FY-2014	FY2014 AGREEMENT ON FILE
	DOWNTOWN ST CHARLES Total		<u>79,050.00</u>			
944	GALLS AN ARAMARK COMPANY					
		75543	156.03	07/25/2013	000768082	MISC POLICE DEPT UNIFORMS
	GALLS AN ARAMARK COMPANY Total		<u>156.03</u>			

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989	GORDON FLESCH CO INC		1,577.19	08/01/2013	IN1044467	MONTHLY BILLING JUNE 2013
	GORDON FLESCH CO INC Total		<u>1,577.19</u>			
1026	HACH COMPANY	76354	5,446.35	08/01/2013	8387840	SD900 AWRS W/BOTTLE KIT
	HACH COMPANY Total		<u>5,446.35</u>			
1035	HANG & SHINE ULTRASONICS	76002	75.00	08/01/2013	5666	SVC 2 EAST MAIN
	HANG & SHINE ULTRASONICS Total		<u>75.00</u>			
1036	HARRIS BANK NA		1,320.00	07/26/2013	UNF 130726123038FD (Union Dues - IAFF
	HARRIS BANK NA Total		<u>1,320.00</u>			
1062	HOMES FOR ENDANGERED		64.00	08/01/2013	072913	CASUAL FRIDAY
	HOMES FOR ENDANGERED Total		<u>64.00</u>			
1104	HOVING PIT STOP INC	75545	130.00	08/01/2013	69783	SVC 6-14 TO 7-11-13
	HOVING PIT STOP INC Total		<u>130.00</u>			
1106	CAPITAL ONE NATIONAL ASSOC	75546	51.42	07/25/2013	319914585000	SPECIAL EVENT REFRESHMENTS
		76549	59.99	08/01/2013	320322549000	COFFEE MAKER
		75546	99.99	08/01/2013	320526309000	OFFICE CHAIR
	CAPITAL ONE NATIONAL ASSOC Total		<u>211.40</u>			
1113	HUFF & HUFF INC	73772	2,987.00	07/25/2013	1302075	BILLING THRU 2-25-13
	HUFF & HUFF INC Total		<u>2,987.00</u>			
1133	IBEW LOCAL 196		131.54	07/26/2013	UNE 130726123038PW	Union Due - IBEW
			520.87	07/26/2013	UNEW130726123038PW	Union Due - IBEW - percent
	IBEW LOCAL 196 Total		<u>652.41</u>			
1136	ICMA RETIREMENT CORP		1,134.80	07/26/2013	072613	ICMA PAYROLL PLAN 109830

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			114.92	07/26/2013	A4PC130726123038PD	401 A employee deduction - %
			147.32	07/26/2013	C401130726123038CA	401A Savings Plan Company
			384.00	07/26/2013	C401130726123038CD	401A Savings Plan Company
			103.05	07/26/2013	C401130726123038ED	401A Savings Plan Company
			346.05	07/26/2013	C401130726123038FD	401A Savings Plan Company
			510.83	07/26/2013	C401130726123038FN	401A Savings Plan Company
			219.16	07/26/2013	C401130726123038HR	401A Savings Plan Company
			366.66	07/26/2013	C401130726123038IS	401A Savings Plan Company
			667.95	07/26/2013	C401130726123038PD	401A Savings Plan Company
			694.47	07/26/2013	C401130726123038PW	401A Savings Plan Company
			147.32	07/26/2013	E401130726123038CA	401A Savings Plan Employee
			384.00	07/26/2013	E401130726123038CD	401A Savings Plan Employee
			103.05	07/26/2013	E401130726123038ED	401A Savings Plan Employee
			346.05	07/26/2013	E401130726123038FD	401A Savings Plan Employee
			538.78	07/26/2013	E401130726123038FN	401A Savings Plan Employee
			219.16	07/26/2013	E401130726123038HR	401A Savings Plan Employee
			366.66	07/26/2013	E401130726123038IS	401A Savings Plan Employee
			667.95	07/26/2013	E401130726123038PD	401A Savings Plan Employee
			666.52	07/26/2013	E401130726123038PW	401A Savings Plan Employee
			1,035.00	07/26/2013	ICMA130726123038CD	ICMA Deductions - Dollar Amt
			150.00	07/26/2013	ICMA130726123038ED	ICMA Deductions - Dollar Amt
			2,128.84	07/26/2013	ICMA130726123038FD	ICMA Deductions - Dollar Amt
			17,773.08	07/26/2013	ICMA130726123038FN	ICMA Deductions - Dollar Amt
			770.00	07/26/2013	ICMA130726123038HR	ICMA Deductions - Dollar Amt
			850.00	07/26/2013	ICMA130726123038IS	ICMA Deductions - Dollar Amt
			8,638.69	07/26/2013	ICMA130726123038PD	ICMA Deductions - Dollar Amt
			13,293.47	07/26/2013	ICMA130726123038PW	ICMA Deductions - Dollar Amt
			439.80	07/26/2013	ICMP130726123038CA	ICMA Deductions - Percent
			276.73	07/26/2013	ICMP130726123038CD	ICMA Deductions - Percent
			1,315.74	07/26/2013	ICMP130726123038FD	ICMA Deductions - Percent
			664.63	07/26/2013	ICMP130726123038FN	ICMA Deductions - Percent
			1,628.48	07/26/2013	ICMP130726123038IS	ICMA Deductions - Percent
			920.80	07/26/2013	ICMP130726123038PD	ICMA Deductions - Percent
			1,140.40	07/26/2013	ICMP130726123038PW	ICMA Deductions - Percent
			125.00	07/26/2013	ROTH130726123038FD	Roth IRA Deduction
			292.30	07/26/2013	ROTH130726123038HR	Roth IRA Deduction
			350.00	07/26/2013	ROTH130726123038PD	Roth IRA Deduction
			733.67	07/26/2013	ROTH130726123038PW	Roth IRA Deduction
			10.00	07/26/2013	RTHA130726123038CD	Roth 457 - Dollar Amount

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			50.00	07/26/2013	RTHA130726123038FD	Roth 457 - Dollar Amount
			60.00	07/26/2013	RTHA130726123038HR	Roth 457 - Dollar Amount
			1,325.94	07/26/2013	RTHA130726123038IS	Roth 457 - Dollar Amount
			1,770.00	07/26/2013	RTHA130726123038PD	Roth 457 - Dollar Amount
			1,326.92	07/26/2013	RTHA130726123038PW	Roth 457 - Dollar Amount
			21.40	07/26/2013	RTHP130726123038PW	Roth 457 - Percent
	ICMA RETIREMENT CORP Total		65,219.59			
1175	MARBERRY CLEANERS &		6.50	08/01/2013	110526	MONTHLY BILLING CLEANERS
	MARBERRY CLEANERS & Total		6.50			
1202	ILLINOIS EPA		32,500.00	07/29/2013	IL0022705-13	ANNUAL NPDES FEES
			15,000.00	07/29/2013	IL0026808-13	ANNUAL NPDES FEES
	ILLINOIS EPA Total		47,500.00			
1214	IMS INFRASTRUCTURE MGMT	74322	14,159.10	07/25/2013	12412-3	PAVEMENT MAMANGEMENT PROC
	IMS INFRASTRUCTURE MGMT Total		14,159.10			
1223	INITIAL IMPRESSIONS EMBROIDERY	75679	622.10	07/25/2013	M47773	MISC UNIFORMS WATER DEPT
		75717	533.68	07/25/2013	M47774	MISC UNIFORMS PUBLIC SERVICE
	INITIAL IMPRESSIONS EMBROIDERY Total		1,155.78			
1288	J J KELLER & ASSOCIATES INC	76573	899.00	08/01/2013	900686204	LICENSE 9-1 TO 8-31-14
	J J KELLER & ASSOCIATES INC Total		899.00			
1302	JOHNSON SEAT AND CANVAS	75684	225.00	07/25/2013	32607	HOSE BED COVER
	JOHNSON SEAT AND CANVAS Total		225.00			
1403	WEST VALLEY GRAPHICS & PRINT	75550	234.00	08/01/2013	001027	SURVEY LETTERS
		75550	229.50	07/25/2013	9086	BUSINESS CARDS POLICE DEPT
		75550	149.25	07/25/2013	9097	GENERIC BUSINESS CARDS
	WEST VALLEY GRAPHICS & PRINT Total		612.75			
1489	LOWES					

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		75606	17.07	08/01/2013	01718	MISC SUPPLIES PUBLIC SERVICES
		76428	171.33	08/01/2013	01974	INVENTORY ITEMS
		75665	54.09	07/25/2013	02077	MISC SMALL TOOLS
		76310	126.25	08/01/2013	02136A	INVENTORY ITEMS
		75518	19.98	08/01/2013	02368	MISC SUPPLIES WATER DEPT
		75606	14.52	07/25/2013	02755	VOLTAGE TESTER
		75665	227.56	08/01/2013	02794B	MISC SUPPLIES FIRE DEPT
		75606	37.88	07/25/2013	02945	SUPPLIES PUBLIC SERVICES
		75606	265.05	08/01/2013	02959B	DEHUM PUMP
		75518	89.73	08/01/2013	11490	MISC SUPPLIES WATER DEPT
	LOWES Total		1,023.46			
1493	LYNN D'AVICO					
			85.46	08/01/2013	072713	REIMBURSEMENT OFFICE CHAIR /
	LYNN D'AVICO Total		85.46			
1525	JIM MARTIN					
			35.00	07/25/2013	072313	INTERNET REIMB JUNE 2013
	JIM MARTIN Total		35.00			
1550	MASCAL ELECTRIC INC					
		76424	1,320.84	08/01/2013	1413924	LABOR FLAG POLE LIGHTS
	MASCAL ELECTRIC INC Total		1,320.84			
1559	MAURINE PATTEN ED D					
		75723	140.00	08/01/2013	072913	SVCS JULY 2013
	MAURINE PATTEN ED D Total		140.00			
1582	MCMASTER CARR SUPPLY CO					
		76375	353.15	07/25/2013	54875924	SHELVES AND WORKBENCH
		76408	767.71	08/01/2013	55261018	SAFETY CABINET FOR 1 GAL CANI
	MCMASTER CARR SUPPLY CO Total		1,120.86			
1603	METRO WEST COG					
		76564	425.00	07/25/2013	072513	GOLF OUTING
	METRO WEST COG Total		425.00			
1604	METRO TANK AND PUMP COMPANY					
		76582	550.00	08/01/2013	11234	SVC 7-2-13
	METRO TANK AND PUMP COMPANY Total		550.00			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1613	METROPOLITAN ALLIANCE OF POL		880.00	07/26/2013	UNP 130726123038PD	Union Dues - IMAP
			99.00	07/26/2013	UNPS130726123038PD	Union Dues-Police Sergeants
	METROPOLITAN ALLIANCE OF POL Total		979.00			
1651	MNJ TECHNOLOGIES DIRECT INC					
		76392	170.00	07/25/2013	0003260802	OKI BLACK TONER CARTRIDGE
		76392	12.97	07/25/2013	0003260803	HP ULTRA MINI USB KEYPAD
		76404	93.06	08/01/2013	0003261031	LOGITECH KEYBOARD AND MOUS
		76404	3,169.11	08/01/2013	0003261032	HP WORKSTATION/GRAPHIC CARI
		76392	413.37	08/01/2013	0003261212	CYAN/MAGENTA/YELLOW INK
	MNJ TECHNOLOGIES DIRECT INC Total		3,858.51			
1655	MONROE TRUCK EQUIPMENT					
		76224	206.70	08/01/2013	5243663	MISC SUPPLIES POWER SUPPLY
		76297	100.99	08/01/2013	5244096	CABLES WEATHERPAK ENDS
	MONROE TRUCK EQUIPMENT Total		307.69			
1669	MOTOROLA INC					
		76382	146.90	07/25/2013	91328470	STD BATTERY
	MOTOROLA INC Total		146.90			
1686	NAPA AUTO PARTS					
		76510	117.84	07/25/2013	402462	FIRE DEPT SUPPLIES
		76583	196.00	08/01/2013	403065	FLEET DEPT SUPPLIES
		76583	13.78	08/01/2013	403464	FIRE DEPT SUPPLIES
	NAPA AUTO PARTS Total		327.62			
1699	NATIONAL ASSOCIATION OF SCHOOL					
			495.00	08/01/2013	132551L	BASIC SRO PIERCE 8-5 TO 8-9
	NATIONAL ASSOCIATION OF SCHOOL Total		495.00			
1704	NCPERS IL IMRF					
			8.00	07/26/2013	NCP2130726123038PD	NCPERS 2
			24.00	07/26/2013	NCP2130726123038PW	NCPERS 2
	NCPERS IL IMRF Total		32.00			
1711	NESTLE WATERS NORTH AMERICA					
		75582	10.65	07/25/2013	3F0122068299	WATER DELIVERIES
		75885	130.58	08/01/2013	3G0122067317	WATER DELIVERIES
		75730	30.90	08/01/2013	3G0122067622	WATER DELIVERIES

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		75582	94.46	08/01/2013	3G0122067713	WATER DELIVERIES
		75599	16.43	08/01/2013	3G0122067879	WATER DELIVERIES
		75582	27.59	08/01/2013	3G0122068299	WATER DELIVERIES
		75582	36.86	08/01/2013	3G0122069388	WATER DELIVERIES
		75582	34.39	08/01/2013	3G0122069412	WATER DELIVERIES
		75582	6.98	08/01/2013	3G0122078116	WATER DELIVERIES
		75582	2.98	08/01/2013	3G0122078553	COOLER RENTAL
		75582	2.98	08/01/2013	3G0122078694	COOLER RENTAL
		75582	31.41	08/01/2013	3G0122078769	WATER DELIVERIES
		75582	25.05	08/01/2013	3G0123426934	WATER DELIVERIES
	NESTLE WATERS NORTH AMERICA Total		451.26			
1745	NICOR					
			82.40	07/25/2013	1000 0 JUL 11 2013	MONTHLY BILLING THRU 7-11-13
			29.06	07/25/2013	1000 2 JUL 11 2013	MONTHLY BILLING THRU 7-11-13
			53.67	07/25/2013	1000 4 JUL 11 2013	MONTHLY BILLING THRU 7-11-13
			2.37	08/01/2013	1000 4 JUL 22 2013	SVC 5-21 TO 7-22-13
			2,309.72	08/01/2013	1000 7 JUL 23 2013	BILLING THRU 7-23-13
			36.24	07/25/2013	1000 8 JUL 11 2013	MONTHLY BILLING THRU 7-11-13
			12.62	08/01/2013	1829 0 JUL 22 2013	SVC 5-20 TO 7-22-13
			30.43	07/25/2013	1968 1 JUL 11 2013	MONTHLY BILLING THRU 7-15-13
			34.78	08/01/2013	4606 2 JUL 22 2013	SVC 6-19 TO 7-22-13
			29.52	07/25/2013	7497 2 JUL 19 2013	SVC 6-19 TO 7-19-13
			1,366.07	08/01/2013	7652 0 JUL 22 2013	SVC 6-19 TO 7-22-13
			23.20	07/25/2013	9676 7 JUL 19 2013	SVC 6-19 TO 7-19-13
	NICOR Total		4,010.08			
1768	ANDREW J O'DONNELL					
			30.00	07/25/2013	552930-13	ANNUAL MEMBERSHIP
	ANDREW J O'DONNELL Total		30.00			
1770	OFFICE DEPOT					
		76416	287.97	07/25/2013	664447584001	UPS BATTERY BACK UP
	OFFICE DEPOT Total		287.97			
1775	RAY O'HERRON CO					
		76385	138.89	07/25/2013	13230623-IN	UNIFORM - STANDLER
	RAY O'HERRON CO Total		138.89			
1814	PATTEN INDUSTRIES INC					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO_NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		75555	748.99	08/01/2013	TM500309771	FLEET DEPT VEH 1788
	PATTEN INDUSTRIES INC Total		748.99			
1851	CHARLES PIERCE		76.50	08/01/2013	080513	LUNCH EXPENSE
			250.70	08/01/2013	081913	MEAL EXPENSE
	CHARLES PIERCE Total		327.20			
1861	POLICE PENSION FUND		21,461.10	08/01/2013	072413	KANE COUNTY PROPERTY TAXES
			898.76	07/26/2013	PLP2130726123038PD	Police Pension Tier 2
			16,622.78	07/26/2013	PLPN130726123038PD	Police Pension
	POLICE PENSION FUND Total		38,982.64			
1890	LEGAL SHIELD		7.36	07/26/2013	PPLS130726123038CD	Pre-Paid Legal Services
			43.70	07/26/2013	PPLS130726123038FD	Pre-Paid Legal Services
			145.33	07/26/2013	PPLS130726123038PD	Pre-Paid Legal Services
	LEGAL SHIELD Total		196.39			
1900	PROVIDENT LIFE & ACCIDENT		26.76	07/26/2013	POPT130726123038FD	Provident Optional Life
	PROVIDENT LIFE & ACCIDENT Total		26.76			
1925	QUALITY FASTENERS INC	76324	245.00	07/25/2013	16608	INVENTORY ITEMS
	QUALITY FASTENERS INC Total		245.00			
1932	ENERGICITY CORP	76553	1,050.00	08/01/2013	41307	LIFT INSPECT/REPAIR
	ENERGICITY CORP Total		1,050.00			
1940	RADCO COMMUNICATIONS INC	75557	230.33	08/01/2013	79083	SVC UNIT#22
	RADCO COMMUNICATIONS INC Total		230.33			
1941	LAWRENCE RAGAN COMMUNICATIONS		139.00	08/01/2013	21333908-RC	SUBSCRIPTION RENEWAL RTUNG
	LAWRENCE RAGAN COMMUNICATIONS Total		139.00			
1943	RAINMAKERS IRRIGATION INC					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		75609	2,600.00	07/25/2013	060613RC-2	2013 SERVICE AGREEMENT
	RAINMAKERS IRRIGATION INC Total		<u>2,600.00</u>			
1945	JOSEPH R RAMOS		275.00	07/25/2013	110-8-071913	SVCS 7-18-13
	JOSEPH R RAMOS Total		<u>275.00</u>			
1946	RANDALL PRESSURE SYSTEMS INC	76325	111.75	07/25/2013	I-80582-0	INVENTORY ITEMS
	RANDALL PRESSURE SYSTEMS INC Total		<u>111.75</u>			
1965	WALMART STORES INC	70038	225.76	07/23/2013	09298	Camera and Supplies
		70038	225.76	07/23/2013	09298	Camera and Supplies
		70038	-225.76	07/23/2013	09298	Camera and Supplies
		70038	-225.76	07/23/2013	09298	Camera and Supplies
	WALMART STORES INC Total		<u>0.00</u>			
1998	RURAL ELECTRIC SUPPLY CO OP	76534	24.96	08/01/2013	547594-00	INVENTORY ITEMS
	RURAL ELECTRIC SUPPLY CO OP Total		<u>24.96</u>			
2032	POMPS TIRE SERVICE INC	75560	719.00	08/01/2013	640011947	SVC V#1828 RO#48043
	POMPS TIRE SERVICE INC Total		<u>719.00</u>			
2034	RONDO ENTERPRISES TRUCK &	76581	33.80	08/01/2013	53427	V#9599 RO#48089
	RONDO ENTERPRISES TRUCK & Total		<u>33.80</u>			
2055	SAFETY-KLEEN	75561	664.84	08/01/2013	61151160	WASHER SOLVENT
	SAFETY-KLEEN Total		<u>664.84</u>			
2059	SCOTT R SANDERS		208.74	08/01/2013	073113	PETTY CASH REIMBURSEMENT
	SCOTT R SANDERS Total		<u>208.74</u>			
2080	JERRY SCHOMER		250.70	08/01/2013	081913	MEAL EXPENSES

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	JERRY SCHOMER Total		<u>250.70</u>			
2096	SCHINDLER ELEVATOR CORPORATION	76514	749.83	08/01/2013	7151807874	ELEVATOR REPAIRS
	SCHINDLER ELEVATOR CORPORATION Total		<u>749.83</u>			
2102	SEAGRAVE FIRE APPARATUS LLC	75562	70.52	07/25/2013	0080656	VALVE EXPANSION FLEET DEPT
		75562	64.02	08/01/2013	0080833	REAR AIR GAUGE
	SEAGRAVE FIRE APPARATUS LLC Total		<u>134.54</u>			
2123	SERVICE MECHANICAL INDUSTRIES	76471	831.73	08/01/2013	S47441	SVC CITY HALL
	SERVICE MECHANICAL INDUSTRIES Total		<u>831.73</u>			
2131	SHAKER ADVERTISING AGENCY INC		684.00	08/01/2013	A714210	HERALD ADS
	SHAKER ADVERTISING AGENCY INC Total		<u>684.00</u>			
2157	SISLERS ICE & DAIRY LTD	75612	97.90	07/25/2013	091567	ICE DELIVERY PUBLIC WORKS
		75612	49.50	08/01/2013	093362	ICE DELIVERY
	SISLERS ICE & DAIRY LTD Total		<u>147.40</u>			
2162	SKILL PATH SEMINAR		149.00	08/01/2013	10659407	ADMIN CONF 9-23-13 S CASS
			31.90	08/01/2013	1829001	CONFERENCE MATERIALS
	SKILL PATH SEMINAR Total		<u>180.90</u>			
2163	SKYLINE TREE SERVICE &	75863	14,000.00	07/25/2013	1517	EAB REMOVALS
		75863	16,100.00	08/01/2013	1519	EAB REMOVALS
		76063	207.00	07/25/2013	1520	TREE WORK FOR WATER DIVISION
		75798	517.50	07/25/2013	1521	NON EAB TREE WORK
		75863	4,900.00	08/01/2013	1523	EAB TREE REMOVAL PH3
		75798	3,219.00	07/25/2013	1524	NON EAB TREE WORK
		76063	456.00	08/01/2013	1526	TREE WORK FOR WATER DIVISION
	SKYLINE TREE SERVICE & Total		<u>39,399.50</u>			
2169	CLARK BAIRD SMITH LLP		3,478.75	07/25/2013	070313	LEGAL LABOR RELATIONS

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	CLARK BAIRD SMITH LLP Total		<u>3,478.75</u>			
2171	SHURTS TOOL SERVICE	76417	12.75	08/01/2013	0711131126	MISC TOOLS FLEET DEPT
	SHURTS TOOL SERVICE Total		<u>12.75</u>			
2192	STANDARD CHAIR OF GARDNER	76020	393.00	07/25/2013	INV206132	KEVIN SIMMOMS ROCKING CHAIR
	STANDARD CHAIR OF GARDNER Total		<u>393.00</u>			
2193	TREASURER STATE OF ILLINOIS		2,114,410.36	08/01/2013	106203	RGB PAY EST#13 COMPL 12-13-12
	TREASURER STATE OF ILLINOIS Total		<u>2,114,410.36</u>			
2205	STATE FIRE MARSHAL	76508	250.00	07/25/2013	5125051705	RE-INSPECT ELEVATORS
	STATE FIRE MARSHAL Total		<u>250.00</u>			
2206	STAPLES CONTRACT & COMMERCIAL	76326	69.73	07/25/2013	8026185963	MISC OFFICE SUPPLIES
	STAPLES CONTRACT & COMMERCIAL Total		<u>69.73</u>			
2212	CITY OF ST CHARLES		279.50	07/26/2013	COR1130726123038FD	CORE 1500 Medical EE
			349.50	07/26/2013	COR1130726123038FN	CORE 1500 Medical EE
			70.50	07/26/2013	COR1130726123038HR	CORE 1500 Medical EE
			115.50	07/26/2013	COR1130726123038IS (CORE 1500 Medical EE
			294.50	07/26/2013	COR1130726123038PD	CORE 1500 Medical EE
			215.50	07/26/2013	COR1130726123038PW	CORE 1500 Medical EE
			194.40	07/26/2013	COR5130726123038ED	CityMed PreTax BuyUp 500 EE
			1,462.08	07/26/2013	COR5130726123038FD	CityMed PreTax BuyUp 500 EE
			231.87	07/26/2013	COR5130726123038FN	CityMed PreTax BuyUp 500 EE
			345.02	07/26/2013	COR5130726123038IS (CityMed PreTax BuyUp 500 EE
			1,905.73	07/26/2013	COR5130726123038PD	CityMed PreTax BuyUp 500 EE
			4,942.40	07/26/2013	COR5130726123038PW	CityMed PreTax BuyUp 500 EE
			124.57	07/26/2013	CORE130726123038CA	Medical BuyUp 750 EE
			1,089.36	07/26/2013	CORE130726123038CD	Medical BuyUp 750 EE
			3,093.02	07/26/2013	CORE130726123038FD	Medical BuyUp 750 EE
			585.69	07/26/2013	CORE130726123038FN	Medical BuyUp 750 EE
			226.48	07/26/2013	CORE130726123038HR	Medical BuyUp 750 EE

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			506.42	07/26/2013	CORE130726123038IS	Medical BuyUp 750 EE
			3,209.15	07/26/2013	CORE130726123038PD	Medical BuyUp 750 EE
			3,692.36	07/26/2013	CORE130726123038PW	Medical BuyUp 750 EE
			7.91	07/26/2013	DELE130726123038CA	City Dental Plan Pre - Tax EE
			52.06	07/26/2013	DELE130726123038CD	City Dental Plan Pre - Tax EE
			4.60	07/26/2013	DELE130726123038ED	City Dental Plan Pre - Tax EE
			268.21	07/26/2013	DELE130726123038FD	City Dental Plan Pre - Tax EE
			59.24	07/26/2013	DELE130726123038FN	City Dental Plan Pre - Tax EE
			20.42	07/26/2013	DELE130726123038HR	City Dental Plan Pre - Tax EE
			56.66	07/26/2013	DELE130726123038IS	City Dental Plan Pre - Tax EE
			286.61	07/26/2013	DELE130726123038PD	City Dental Plan Pre - Tax EE
			429.55	07/26/2013	DELE130726123038PW	City Dental Plan Pre - Tax EE
			0.12	07/26/2013	DLCH130726123038CA	Dependent Life - Child
			3.22	07/26/2013	DLCH130726123038CD	Dependent Life - Child
			12.09	07/26/2013	DLCH130726123038FD	Dependent Life - Child
			2.42	07/26/2013	DLCH130726123038FN	Dependent Life - Child
			0.92	07/26/2013	DLCH130726123038HR	Dependent Life - Child
			1.61	07/26/2013	DLCH130726123038IS	Dependent Life - Child
			10.01	07/26/2013	DLCH130726123038PD	Dependent Life - Child
			10.93	07/26/2013	DLCH130726123038PW	Dependent Life - Child
			46.08	07/26/2013	ESLE130726123038CD	Dep Life Spouse - EE Paid
			7.25	07/26/2013	ESLE130726123038ED	Dep Life Spouse - EE Paid
			89.02	07/26/2013	ESLE130726123038FD	Dep Life Spouse - EE Paid
			48.07	07/26/2013	ESLE130726123038FN	Dep Life Spouse - EE Paid
			13.58	07/26/2013	ESLE130726123038HR	Dep Life Spouse - EE Paid
			10.53	07/26/2013	ESLE130726123038IS	Dep Life Spouse - EE Paid
			83.64	07/26/2013	ESLE130726123038PD	Dep Life Spouse - EE Paid
			146.87	07/26/2013	ESLE130726123038PW	Dep Life Spouse - EE Paid
			77.31	07/26/2013	ESLR130726123038CD	Supplemental Life - EE Pd
			3.62	07/26/2013	ESLR130726123038ED	Supplemental Life - EE Pd
			614.12	07/26/2013	ESLR130726123038FD	Supplemental Life - EE Pd
			105.22	07/26/2013	ESLR130726123038FN	Supplemental Life - EE Pd
			24.19	07/26/2013	ESLR130726123038HR	Supplemental Life - EE Pd
			45.17	07/26/2013	ESLR130726123038IS	Supplemental Life - EE Pd
			561.51	07/26/2013	ESLR130726123038PD	Supplemental Life - EE Pd
			637.02	07/26/2013	ESLR130726123038PW	Supplemental Life - EE Pd
			26,673.33			

CITY OF ST CHARLES Total

2222 ST CHARLES MEMORIAL WORKS

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		76302	1,500.00	08/01/2013	071613	RELOCATE VETERAN MEMORIAL
	ST CHARLES MEMORIAL WORKS Total		<u>1,500.00</u>			
2228	CITY OF ST CHARLES		121.83	08/01/2013	119000008250	MONTHLY BILLING
	CITY OF ST CHARLES Total		<u>121.83</u>			
2229	SOURCE ONE					
		76390	25.70	08/01/2013	369204	OFFICE SUPPLIES PURCHASING
		76398	56.97	08/01/2013	369250	OFFICE SUPPLIES PUCHASING
		76395	23.48	08/01/2013	369251	MISC OFFICE SUPPLIES PURCH
		75880	41.99	08/01/2013	369284	MISC OFFICE SUPPLIES CITY ADM
		75588	48.16	08/01/2013	369295	MISC OFFICE SUPPLIES ELECTRIC
		76418	309.99	08/01/2013	369323	MISC OFFICE SUPPLIES PW ENGIN
		76211	93.73	08/01/2013	369331	MISC OFFICE SUPPLIES BC&E
		75659	58.37	08/01/2013	369341	MISC OFFICE SUPPLIES ECON DE'
		75522	244.27	08/01/2013	369360	MISC OFFICE SUPPLIES
		75521	82.39	08/01/2013	369393	MISC OFFICE SUPPLIES PUBL WRI
		75521	67.70	08/01/2013	369429	OFFICE SUPPLIES
			-16.00	08/01/2013	C367835	CREDIT IN#367835
			-17.99	08/01/2013	C368652	CREDIT IN#368652
	SOURCE ONE Total		<u>1,018.76</u>			
2235	STEINER ELECTRIC COMPANY					
		76327	300.54	07/25/2013	004370548001	INVENTORY ITEMS
		76364	11.64	07/25/2013	004370548001A	INVENTORY ITEMS
		76327	123.90	07/25/2013	004370548002	INVENTORY ITEMS
		76150	144.21	08/01/2013	004390470001	MISC PARTS ELECTRIC DEPT
		76436	3,346.91	08/01/2013	004391427001	INVENTORY ITEMS
		76436	437.99	08/01/2013	004391427002	INVENTORY ITEMS
		76537	193.36	08/01/2013	004400423001	INVENTORY ITEMS
	STEINER ELECTRIC COMPANY Total		<u>4,558.55</u>			
2255	SUBURBAN LABORATORIES INC					
		75566	200.00	08/01/2013	29409	FLUORIDE TESTING
	SUBURBAN LABORATORIES INC Total		<u>200.00</u>			
2295	MICHAEL TANNENBAUM		69.08	07/25/2013	071613	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>
	MICHAEL TANNENBAUM Total		<u>69.08</u>			
2300	TEMCO MACHINERY INC					
		75567	944.70	08/01/2013	AG34217	SVC/PARTS V#1843
		75567	194.24	08/01/2013	AG34396	SVC/PARTSV#1719 RO#47949
	TEMCO MACHINERY INC Total		<u>1,138.94</u>			
2301	GENERAL CHAUFFERS SALES DRIVER					
			145.50	07/26/2013	UNT 130726123038CD	Union Dues - Teamsters
			81.00	07/26/2013	UNT 130726123038FN	Union Dues - Teamsters
			2,202.50	07/26/2013	UNT 130726123038PW	Union Dues - Teamsters
	GENERAL CHAUFFERS SALES DRIVER Total		<u>2,429.00</u>			
2313	WORLD FUEL SERVICES INC					
		76384	24,480.02	07/25/2013	4169137-41501	INVENTORY ITEMS
	WORLD FUEL SERVICES INC Total		<u>24,480.02</u>			
2316	THOMPSON AUTO SUPPLY INC					
		76330	20.38	07/25/2013	2-237942	INVENTORY ITEMS
		76438	189.45	07/25/2013	2-239139	INVENTORY ITEMS
		76470	101.88	07/25/2013	2-239214	INVENTORY ITEMS
		76438	27.40	08/01/2013	2-239492	INVENTORY ITEMS
		76538	49.74	08/01/2013	2-239851	INVENTORY ITEMS
		76239	371.85	08/01/2013	2-240070	INVENTORY ITEMS
	THOMPSON AUTO SUPPLY INC Total		<u>760.70</u>			
2344	TRADEMAN PHOTOGRAPHY					
		76396	180.00	07/25/2013	070813	RGB PHOTOS
	TRADEMAN PHOTOGRAPHY Total		<u>180.00</u>			
2351	TREASURER OF VIRGINIA					
			125.38	07/26/2013	00000058513072612303E	VA Child Support Amount 1
	TREASURER OF VIRGINIA Total		<u>125.38</u>			
2357	TRI CITY FAMILY SERVICES					
		75598	1,875.00	07/25/2013	071913	2nd INSTALLMENT EAP CONTRAC
	TRI CITY FAMILY SERVICES Total		<u>1,875.00</u>			
2359	COLTHARPS SALES & SERVICE					
		76586	138.93	08/01/2013	34895	SAW REPAIR

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	COLTHARPS SALES & SERVICE Total		<u>138.93</u>			
2373	TYLER MEDICAL SERVICES					
		76109	40.00	07/25/2013	335827	PFT'S
		76109	40.00	07/25/2013	335829	PFT'S
		76487	40.00	08/01/2013	336152	PFT TESTING
	TYLER MEDICAL SERVICES Total		<u>120.00</u>			
2392	UNIFORMITY INC					
		75708	389.50	07/25/2013	IN222593	POLO SHIRT FIRE DEPT
	UNIFORMITY INC Total		<u>389.50</u>			
2401	UNIVERSAL UTILITY SUPPLY INC					
		76506	2,918.00	07/25/2013	3015100	INVENTORY ITEMS
		76539	111.00	07/25/2013	3015125	INVENTORY ITEMS
	UNIVERSAL UTILITY SUPPLY INC Total		<u>3,029.00</u>			
2403	UNITED PARCEL SERVICE					
			56.64	07/25/2013	0000650961283	WEEKLY BILLING
			31.24	08/01/2013	0000650961293	WEEKLY SHIPPING CHARGES
	UNITED PARCEL SERVICE Total		<u>87.88</u>			
2404	HD SUPPLY FACILITIES MAINT LTD					
		76440	212.73	08/01/2013	008537	INVENTORY ITEMS
		76440	195.90	08/01/2013	008733	WHATMAN AH GLASS FIBER FILTE
	HD SUPPLY FACILITIES MAINT LTD Total		<u>408.63</u>			
2410	VALLEY LOCK CO					
		75672	158.17	08/01/2013	54651	MISC KEY PURCHASE FIRE DEPT
	VALLEY LOCK CO Total		<u>158.17</u>			
2425	VEHICLE MAINTENANCE PROGRAM					
		76331	405.00	07/25/2013	INV-211657	INVENTORY ITEMS
	VEHICLE MAINTENANCE PROGRAM Total		<u>405.00</u>			
2428	VERMEER MIDWEST					
		76386	582.00	07/25/2013	P63610	CUTTER TOOTH DO VAULT
		76283	82.60	07/25/2013	P63612	PLASTIC CONNECTORS
		76407	2,500.00	07/25/2013	R07023	SERVICE CONTRACT THRU 8-1-13
	VERMEER MIDWEST Total		<u>3,164.60</u>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO_NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
2473	WASCO TRUCK REPAIR CO					
		75658	107.50	08/01/2013	124698	TRUCK TESTING SERVICES
		75658	32.00	08/01/2013	124765	TRUCK TESTING SERVICES
	WASCO TRUCK REPAIR CO Total		<u>139.50</u>			
2477	WASCO LAWN & POWER INC					
		76132	89.95	07/25/2013	180074	REPAIR HEDGE TRIMMER
	WASCO LAWN & POWER INC Total		<u>89.95</u>			
2478	WATER PRODUCTS AURORA					
		75573	425.00	08/01/2013	0241349	WATER DEPT SUPPLIES
	WATER PRODUCTS AURORA Total		<u>425.00</u>			
2485	WILLS BURKE KELSEY ASSOC LTD					
		75472	2,000.00	07/25/2013	12996	SVC 5-26 TO 6-29-13
	WILLS BURKE KELSEY ASSOC LTD Total		<u>2,000.00</u>			
2495	WEST SIDE TRACTOR SALES CO					
		76481	1,650.00	07/25/2013	107526	BACKHOE RENTAL 6-24 TO 7-21-13
		75999	1,950.00	07/25/2013	107529	MONTHLY BACKHOE RENTAL JULY
	WEST SIDE TRACTOR SALES CO Total		<u>3,600.00</u>			
2506	WESCO DISTRIBUTION INC					
		76304	64.08	07/25/2013	823871	INVENTORY ITEMS
		76361	57.75	07/25/2013	825073	INVENTORY ITEMS
		76362	7.80	08/01/2013	825719	INVENTORY ITEMS
		76361	128.75	08/01/2013	826383	INVENTORY ITEMS
		76542	128.15	08/01/2013	832271	INVENTORY ITEMS
	WESCO DISTRIBUTION INC Total		<u>386.53</u>			
2512	WHOLESALE DIRECT INC					
		76377	550.37	07/25/2013	000200955	BATTERY
	WHOLESALE DIRECT INC Total		<u>550.37</u>			
2545	GRAINGER INC					
		76480	311.43	08/01/2013	9192399864	HAMMER DRILL AND KIT
	GRAINGER INC Total		<u>311.43</u>			
2629	ZEP MANUFACTURING CO					
		76336	232.36	07/25/2013	9000387700	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>
	ZEP MANUFACTURING CO Total		<u>232.36</u>			
2630	ZIEBELL WATER SERVICE PRODUCTS					
		76245	497.40	08/01/2013	221047-000	INVENTORY ITEMS
		76337	594.35	08/01/2013	221048-000	INVENTORY ITEMS
	ZIEBELL WATER SERVICE PRODUCTS Total		<u>1,091.75</u>			
2631	ZIMMERMAN FORD INC					
		75924	40,699.00	07/25/2013	0166503	F250 PICK UP
		76544	1,249.75	07/25/2013	55520	INVENTORY ITEMS
		76574	63.75	08/01/2013	55594	ACTUATOR
		76544	87.47	08/01/2013	55605	INVENTORY ITEMS
	ZIMMERMAN FORD INC Total		<u>42,099.97</u>			
2637	ILLINOIS DEPT OF REVENUE					
			680.21	07/26/2013	ILST130726123038CA 0	Illinois State Tax
			1,583.15	07/26/2013	ILST130726123038CD 0	Illinois State Tax
			309.53	07/26/2013	ILST130726123038ED 0	Illinois State Tax
			7,586.43	07/26/2013	ILST130726123038FD 0	Illinois State Tax
			2,162.07	07/26/2013	ILST130726123038FN 0	Illinois State Tax
			706.91	07/26/2013	ILST130726123038HR 0	Illinois State Tax
			1,415.13	07/26/2013	ILST130726123038IS 0	Illinois State Tax
			9,811.51	07/26/2013	ILST130726123038PD 0	Illinois State Tax
			11,801.17	07/26/2013	ILST130726123038PW 0	Illinois State Tax
	ILLINOIS DEPT OF REVENUE Total		<u>36,056.11</u>			
2638	INTERNAL REVENUE SERVICE					
			569.78	07/26/2013	FICA130726123038CA 0	FICA Employee
			2,227.61	07/26/2013	FICA130726123038CD 0	FICA Employee
			429.31	07/26/2013	FICA130726123038ED 0	FICA Employee
			425.41	07/26/2013	FICA130726123038FD 0	FICA Employee
			4,058.03	07/26/2013	FICA130726123038FN 0	FICA Employee
			1,020.74	07/26/2013	FICA130726123038HR 0	FICA Employee
			2,110.54	07/26/2013	FICA130726123038IS 0	FICA Employee
			2,451.60	07/26/2013	FICA130726123038PD 0	FICA Employee
			16,746.41	07/26/2013	FICA130726123038PW 0	FICA Employee
			569.78	07/26/2013	FICE130726123038CA 0	FICA Employer
			2,227.61	07/26/2013	FICE130726123038CD 0	FICA Employer
			429.31	07/26/2013	FICE130726123038ED 0	FICA Employer
			425.41	07/26/2013	FICE130726123038FD 0	FICA Employer

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			3,947.42	07/26/2013	FICE130726123038FN C	FICA Employer
			1,020.74	07/26/2013	FICE130726123038HR C	FICA Employer
			2,110.54	07/26/2013	FICE130726123038IS 0	FICA Employer
			2,451.60	07/26/2013	FICE130726123038PD C	FICA Employer
			16,857.02	07/26/2013	FICE130726123038PW I	FICA Employer
			1,725.88	07/26/2013	FIT 130726123038CA 0	Federal Withholding Tax
			4,008.50	07/26/2013	FIT 130726123038CD 0	Federal Withholding Tax
			1,101.18	07/26/2013	FIT 130726123038ED 0	Federal Withholding Tax
			22,471.48	07/26/2013	FIT 130726123038FD 0	Federal Withholding Tax
			6,016.34	07/26/2013	FIT 130726123038FN 0	Federal Withholding Tax
			2,136.64	07/26/2013	FIT 130726123038HR 0	Federal Withholding Tax
			3,959.78	07/26/2013	FIT 130726123038IS 0	Federal Withholding Tax
			27,513.91	07/26/2013	FIT 130726123038PD 0	Federal Withholding Tax
			32,064.63	07/26/2013	FIT 130726123038PW 0	Federal Withholding Tax
			241.42	07/26/2013	MEDE130726123038CA	Medicare Employee
			520.98	07/26/2013	MEDE130726123038CD	Medicare Employee
			100.42	07/26/2013	MEDE130726123038ED	Medicare Employee
			2,432.07	07/26/2013	MEDE130726123038FD	Medicare Employee
			949.06	07/26/2013	MEDE130726123038FN	Medicare Employee
			238.72	07/26/2013	MEDE130726123038HR	Medicare Employee
			493.60	07/26/2013	MEDE130726123038IS I	Medicare Employee
			3,301.44	07/26/2013	MEDE130726123038PD	Medicare Employee
			3,916.47	07/26/2013	MEDE130726123038PW	Medicare Employee
			241.42	07/26/2013	MEDR130726123038CA	Medicare Employer
			520.98	07/26/2013	MEDR130726123038CD	Medicare Employer
			100.42	07/26/2013	MEDR130726123038ED	Medicare Employer
			2,432.07	07/26/2013	MEDR130726123038FD	Medicare Employer
			923.15	07/26/2013	MEDR130726123038FN	Medicare Employer
			238.72	07/26/2013	MEDR130726123038HR	Medicare Employer
			493.60	07/26/2013	MEDR130726123038IS I	Medicare Employer
			3,301.44	07/26/2013	MEDR130726123038PD	Medicare Employer
			3,942.38	07/26/2013	MEDR130726123038PW	Medicare Employer
			185,465.56			
	INTERNAL REVENUE SERVICE Total					
2639	STATE DISBURSEMENT UNIT					
			440.93	07/25/2013	00000003713072612303E	IL Child Support Amount 1
			347.26	07/25/2013	00000006413072612303E	IL Child Support Amount 1
			465.36	07/25/2013	00000006413072612303E	IL Child Support Amount 2
			795.70	07/25/2013	00000013513072612303E	IL Child Support Amount 1

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			600.00	07/25/2013	00000019113072612303E	IL Child Support Amount 1
			1,661.54	07/25/2013	00000020213072612303E	IL CS Maintenance 1
			545.00	07/25/2013	00000020613072612303E	IL Child Support Amount 1
			580.00	07/25/2013	00000029213072612303E	IL Child Support Amount 1
			369.23	07/25/2013	00000048613072612303E	IL Child Support Amount 1
			260.00	07/25/2013	00000083613072612303E	IL Child Support Amount 1
			456.04	07/25/2013	00000112313072612303E	IL Child Support Amount 1
	STATE DISBURSEMENT UNIT Total		<u>6,521.06</u>			
2643	DELTA DENTAL		4,142.15	07/22/2013	072213	DELTA DENTAL CLAIMS
			4,640.40	07/30/2013	073013	DELTA DENTAL CLAIMS
	DELTA DENTAL Total		<u>8,782.55</u>			
2644	IMRF		7,138.15	07/29/2013	072913	IMRF PAYROLL WIRE FY12/13
	IMRF Total		<u>7,138.15</u>			
2645	CHARLES BROWN		3,060.42	07/25/2013	080113	GIC AUGUST 2013 PAYMENT
	CHARLES BROWN Total		<u>3,060.42</u>			
2663	LOU'S GLOVES INC	76444	375.00	08/01/2013	003462	INVENTORY ITEMS
	LOU'S GLOVES INC Total		<u>375.00</u>			
2683	CONTINENTAL AMERICAN INSURANCE		59.89	07/26/2013	ACCG130726123038FD	AFLAC Accident Plan
			17.47	07/26/2013	ACCG130726123038FN	AFLAC Accident Plan
			7.48	07/26/2013	ACCG130726123038HR	AFLAC Accident Plan
			17.48	07/26/2013	ACCG130726123038IS	AFLAC Accident Plan
			219.22	07/26/2013	ACCG130726123038PD	AFLAC Accident Plan
			78.06	07/26/2013	ACCG130726123038PW	AFLAC Accident Plan
	CONTINENTAL AMERICAN INSURANCE Total		<u>399.60</u>			
2738	TRI-R SYSTEMS INCORPORATED	76567	500.00	08/01/2013	003626	SVC 7-9-13
	TRI-R SYSTEMS INCORPORATED Total		<u>500.00</u>			
2740	C H HAGER EXCAVATING INC	76068	855.00	08/01/2013	57	HAULING SPOILS

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO_NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		76068	950.00	08/01/2013	58	HAULING SPOILS
		76068	1,848.00	08/01/2013	59	HAULING SPOILS
		76068	1,980.00	08/01/2013	61	HAULING SPOILS
		76068	1,584.00	08/01/2013	62	HAULING SPOILS
		76068	190.00	08/01/2013	63	HAULING SPOILS
	C H HAGER EXCAVATING INC Total		<u>7,407.00</u>			
2766	WAUBONSEE COMMUNITY COLLEGE					
		76110	84.00	07/25/2013	106218	24 CPR CARDS
	WAUBONSEE COMMUNITY COLLEGE Total		<u>84.00</u>			
2769	GENWORTH LIFE INSURANCE COMPAN					
			61.46	07/26/2013	LTCI130726123038CA 0	Long Term Care Insurance
			105.81	07/26/2013	LTCI130726123038FN 0	Long Term Care Insurance
			77.08	07/26/2013	LTCI130726123038HR C	Long Term Care Insurance
			59.56	07/26/2013	LTCI130726123038PD 0	Long Term Care Insurance
	GENWORTH LIFE INSURANCE COMPAN Total		<u>303.91</u>			
2778	CLIENT FIRST CONSULTING GROUP					
		76383	6,031.25	08/01/2013	3407	SVCS 7-15-13
	CLIENT FIRST CONSULTING GROUP Total		<u>6,031.25</u>			
2793	4IMPRINT INC					
		76292	335.36	08/01/2013	2926022	PENS FOR POLICE DEPT
	4IMPRINT INC Total		<u>335.36</u>			
2809	INTUITIVE CONTROL SYSTEMS LLC					
		76387	4,235.00	08/01/2013	SIN003733	TRAFFIC SIGNS
	INTUITIVE CONTROL SYSTEMS LLC Total		<u>4,235.00</u>			
2834	PARAMOUNT FENCE INC					
		76119	6,142.00	07/25/2013	5715	FENCE INSTALL
		76119	1,680.00	07/25/2013	5716	FENCE INSTALLATION FIRETHORN
	PARAMOUNT FENCE INC Total		<u>7,822.00</u>			
2852	AIRWATCH LLC					
		74532	210.00	07/25/2013	AWUS-0053B	SEG INSTALL
	AIRWATCH LLC Total		<u>210.00</u>			
2871	WHITTAKER CONSTRUCTION					
		73993	561,053.70	08/01/2013	8	THRU 6-30-13 BIOSOLIDS BLDG

<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>561,053.70</u>			
2891	SCHIROTT, LUETKEHANS, GARDNER		468.00	08/01/2013	4300-3784M-36	SVC HAHN JUNE 2013
			136.50	08/01/2013	4300-3946M-12	LEGAL BILLING JUNE 2013
	SCHIROTT, LUETKEHANS, GARDNER Total		<u>604.50</u>			
2900	BLACK HILLS AMMUNITION INC					
		74768	734.50	07/25/2013	208895	PD SUPPLIES
		74768	1,409.00	08/01/2013	209088	AMMUNITION POLICE DEPT
	BLACK HILLS AMMUNITION INC Total		<u>2,143.50</u>			
2930	TCT MED CORP					
		76289	697.00	07/25/2013	49623	MISC SUPPLIES
	TCT MED CORP Total		<u>697.00</u>			
2950	SAFETY SUPPLY ILLINOIS LLC					
		76339	17.70	07/25/2013	1902550687	INVENTORY ITEMS
		76339	1.00	08/01/2013	1902550873	INSTANT COLD PACK
		76339	89.49	08/01/2013	1902550912	FIRST AID SUPPLIES
			3.50	08/01/2013	1902550941	LOGO CHRGR ITEM 3598 PO75985
	SAFETY SUPPLY ILLINOIS LLC Total		<u>111.69</u>			
2963	RAYNOR DOOR AUTHORITY					
		75918	703.00	08/01/2013	99494	REPAIRS AT FS#1
		76062	725.00	08/01/2013	99495	SVC FS#1
	RAYNOR DOOR AUTHORITY Total		<u>1,428.00</u>			
2971	LYDIA MEYER					
			397.00	07/26/2013	00000029113072612303E	Bankruptcy
	LYDIA MEYER Total		<u>397.00</u>			
2973	EXECUTIVE COACHING CONNECTIONS					
		76388	2,250.00	07/25/2013	3446	EXECUTIVE COACHING
	EXECUTIVE COACHING CONNECTIONS Total		<u>2,250.00</u>			
2985	S SCHROEDER TRUCKING INC					
		76089	4,394.33	07/25/2013	27705	DELIVERY OF STONE
	S SCHROEDER TRUCKING INC Total		<u>4,394.33</u>			
2987	BLUE TARP FINANCIAL INC					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		76413	35.31	08/01/2013	28739460	1976 CHAIN SAW SHARPENER
	BLUE TARP FINANCIAL INC Total		35.31			
2989	KOZ TRUCKING INC	23	295.54	08/01/2013	7394	CA 7 STONE
	KOZ TRUCKING INC Total		295.54			
2990	HAWKINS INC	25	4,181.78	07/25/2013	3487401	CHEMICALS
	HAWKINS INC Total		4,181.78			
3006	AMERICAN REPOGRAPHICS CO LLC	76348	12,995.00	08/01/2013	IL30004244	CONTEX HD ULTRA
	AMERICAN REPOGRAPHICS CO LLC Total		12,995.00			
3012	FIRESERVICE MANAGEMENT LLC	76479	138.00	07/25/2013	13229	PPE CLEANING/REPAIR
	FIRESERVICE MANAGEMENT LLC Total		138.00			
99900021:	SANDRA VALLE		500.00	07/25/2013	13-12243	BOND MONEY RETURNED
	SANDRA VALLE Total		500.00			
99900021:	PHELAN MCDERMID SYNDROME		25.00	08/01/2013	072613	MEMORIAL SCHMITZ'S BROTHER
	PHELAN MCDERMID SYNDROME Total		25.00			
99900021:	BRANDT SARTELL		2,500.00	08/01/2013	070313	HOMEOWNER SEWER ASSIST PRC
	BRANDT SARTELL Total		2,500.00			
99900021:	LARRY SIMOULIS		2,500.00	08/01/2013	061813	HOMEOWNER SEWER ASSIST PRC
	LARRY SIMOULIS Total		2,500.00			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
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	<u>Grand Total:</u>	<u>3,613,896.91</u>
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The above expenditures have been approved for payment:

_____	_____
Chairman, Government Operations Committee	Date

_____	_____
Vice Chairman, Government Operations Committee	Date

_____	_____
Finance Director	Date



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to approve a **Resolution** Authorizing and Directing the Mayor to Execute and the City Clerk to Attest to the Execution of a Certain Employment Agreement with Mark W. Koenen as City Administrator

Presenter: Mayor Raymond P. Rogina

Please check appropriate box:

Government Operations

Government Services

Planning & Development

City Council (8/19/13)

Estimated Cost:

Budgeted:

YES

NO

If NO, please explain how item will be funded:

Executive Summary:

This resolution authorizes the Mayor and City Clerk to approve an Employment Agreement between the City of St. Charles and Mark Koenen as the City Administrator.

Attachments: *(please list)*

Resolution

Employment Agreement by and between the City of St. Charles and Mark Koenen

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve a **Resolution** Authorizing and Directing the Mayor to Execute and the City Clerk to Attest to the Execution of a Certain Employment Agreement with Mark W. Koenen as City Administrator.

For office use only

Agenda Item Number: 1A

City of St. Charles, Illinois
RESOLUTION NO. 2013- _____

**A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO
EXECUTE AND THE CITY CLERK TO ATTEST TO THE EXECUTION OF
A CERTAIN EMPLOYMENT AGREEMENT WITH MARK W. KOENEN AS
CITY ADMINISTRATOR**

**Presented and passed by the
City Council on _____**

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 Employment Agreement with Mark W. Koenen, 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 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 19th day of August, 2013.

Passed by the City Council of the City of St. Charles, Illinois this 19th day of August, 2013.

Approved by the Mayor of the City of St. Charles, Illinois this 19th day of August, 2013.

Mayor Raymond Rogina

Attest:

City Clerk

Council Vote:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

Exhibit A

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 Mark W. Koenen, ("Employee") this ___ day of August, 2013; 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, 2017, or the date the Mayor elected to office in April, 2017 assumes office.
- B. The Parties hereby agree that the Employee shall be employed for an additional thirty (30) days beyond the term of this Agreement as specified in Section II A. above. In the event the Employer and Employee do not, prior to the expiration of said additional thirty (30) day period, agree on terms of a new Employment Agreement for an additional period of at least twelve (12) months, then this Employment Agreement shall terminate and the Employer shall have no further financial obligation to the Employee other than those benefits provided under the provisions of the Employer's Code, ordinances, rules, regulations and policies of the Employer as further described in Section X.

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 June 1, 2017, 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., 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 6 months subject to the limitations otherwise set forth in this Agreement. The maximum amount of Severance Pay which may be paid to the Employee will be equal to six (6) 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 \$170,000 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, 2014.

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. The Employer acknowledges that the Employee is in the process of completing a Master's of Business Administration. The Employer agrees to continue to pay for this degree work. However, the scope of this benefit shall be limited to the payment of tuition for five (5) courses of study during the term of this Employment Agreement.

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.

Raymond P. Rogina

Mayor

Dated: _____

Mark W. Koenen

City Administrator

Dated: _____

Attest:

Nancy Garrison

City Clerk

Date: _____

APPROVED AS TO FORM:

City Attorney

Date: _____



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Motion to approve a Resolution Authorizing the Execution of an Agreement Between the City of St. Charles and the St. Charles Professional Firefighters Association, I.A.F.F. Local 3322

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 – August 19, 2013
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

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

Executive Summary:

Attached is a resolution authorizing execution of the agreement that was ratified by the St. Charles IAFF Local 3322 following collective bargaining. The agreement will be effective from May 1, 2013, through April 30, 2016.

Attachments: *(please list)*

- A Resolution Authorizing the Execution of an Agreement Between the City of St. Charles and the St. Charles Professional Firefighters Association, I.A.F.F. Local 3322
- Agreement Between the City of St. Charles and the St. Charles Professional Firefighters Association, I.A.F.F. Local 3322

Recommendation / Suggested Action *(briefly explain):*

Motion to approve a Resolution Authorizing the Execution of An Agreement Between the City of St. Charles and the St. Charles Professional Firefighters Association, I.A.F.F. Local 3322.

FOR OFFICE USE ONLY

Agenda Item Number: IB

**City of St. Charles, Illinois
Resolution No. 2013 - ____**

**A Resolution Authorizing the Execution of
An Agreement Between the City of St. Charles and
The St. Charles Professional Firefighters Association
I.A.F.F. Local 3322**

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

WHEREAS, the St. Charles Professional Firefighters Association I.A.F.F. Local 3322 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 St. Charles Professional Firefighters Association I.A.F.F. Local 3322, effective May 1, 2013, through April 30, 2016.

PRESENTED to the City Council of the City of St. Charles, Illinois, this ____ day of August, 2013.

PRESENTED by the City Council of the City of St. Charles, Illinois, this ____ day of August, 2013.

APPROVED by the Mayor of the City of St. Charles, Illinois, this ____ day of August, 2013.

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

**Agreement
between
The City of St. Charles, Illinois
and
the St. Charles Professional Firefighter's Association
I.A.F.F. Local 3322**



May 1, 2013 – April 30, 2016

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**Agreement
Between
The City of St. Charles, Illinois
And
the St. Charles Professional Firefighter's Association
I.A.F.F. Local 3322**

ARTICLE 1 RECOGNITION, CONTRACT, AND TERM

Section 1.1 - Identification of the Parties

This Agreement is entered into this 1st day of May, 2013, by and between the City of St. Charles, Illinois (hereinafter referred to as the "City"), and the St. Charles Professional Firefighters Association - I.A.F.F. Local 3322 (hereinafter referred to as the "Association"). The members that comprise the "Association" are all the full-time employees of the St. Charles Fire Department employed in the following classifications: captains, lieutenants, firefighter/paramedics, firefighters, and fire prevention bureau officer, hereinafter referred to as either "employees" or "firefighters" in any and all articles of this agreement.

Section 1.2 - Intent and Purpose

It is the intent and purpose of the parties hereto that this agreement will serve to promote and improve the relationship between the City and the firefighters through the establishment of wages, hours, benefits, conditions of employment, and an equitable procedure for the resolution of differences.

It is also recognized by both parties that the proper and efficient operation of the fire department services is necessary to the safety and welfare of the community and that proper function and increased efficiency is accomplished with the input of the firefighters.

Section 1.3 - Recognition and Bargaining Representation

The City recognizes the St. Charles Professional Firefighters Association I.A.F.F. Local 3322, hereinafter referred to as the "Association," as the exclusive bargaining agent with respect to wages, hours, benefits, any other conditions of employment, and an equitable procedure for the resolution of differences for all full-time employees of the St. Charles fire department, except the positions of Chief, Assistant Chief, Battalion Chief, and civilian employees.

The firefighters or employees shall therefore hereinafter refer to all employees of the St. Charles fire department employed in the following classifications: captains, lieutenants, firefighter/paramedics, firefighters, and fire prevention bureau officer.

The City will make a bulletin board or bulletin board space available at each station to the association for the posting of association announcements, other items of association business, and use by the employees. These notices shall be non-discriminatory, non-defamatory, and non-inflammatory.

There shall be one such bulletin board located in a prominent place at each station and with a minimum size of three feet (3') by two feet (2') of available space. The City shall continue to provide adequate, securable, and mutually agreed to space at the headquarters fire station for use as an association office.

An employee who is in a representative capacity during his scheduled working hours attending a meeting between the association and the City for the purpose(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 employee claiming such pay. The association recognizes the essential need to minimize lost work time and to avoid interference with the work of the department.

The fire chief will make a reasonable effort to allow the union executive board (up to four (4) members) time off (vacation/personal) for one conference annually when no time off slots are available.

Section 1.4 - Employee Check-Off

While this agreement is in effect, the City will deduct from each paycheck, once each pay period, the uniform, regular association dues for each employee in the bargaining unit who has filed with the City a voluntary check off authorization. The total deductions collected for each calendar month shall be remitted by the City to the treasurer of the association or transferred to the association account, together with a complete list of the employees for whom the deductions have been made, not later than seven (7) days following each pay date.

The actual dues amount to be deducted shall be certified by the City to the treasurer of the association, and shall be uniform in dollar amount for each employee in order to ease the employer's burden of administering this provision. The association may change the fixed uniform dollar amount that will be the regular monthly dues no more than twice during any calendar year during the life of this agreement. The association shall give the City thirty (30) calendar days' notice of any such change in the amount of uniform dues to be deducted.

The association 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 reasonable legal costs 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, provided that the City has not promoted or instigated the claim.

Section 1.5 - Effective Date and Term

The terms and conditions of this agreement shall be considered in full force and effect for a term of three (3) years commencing on May 1, 2013, and shall continue in effect through April 30, 2016.

If either party desires to renegotiate any part of this agreement, it must provide written notice to the other party by registered or certified mail. Notice shall be considered to have been given as of the date shown on the postmark. In the event such notice is given and if mutually agreeable to both parties, negotiations shall begin within thirty (30) days after notice is given.

This agreement shall continue in effect from year to year thereafter with either party able to renegotiate as set forth hereafter. If either party desires to renegotiate, they must notify the other party in writing not less than one hundred twenty (120) days before midnight April 30, 2016, or any subsequent annual expiration date by registered or certified mail. Notice shall be considered to have been given as of the date shown on the postmark. In the event that such notice is given, negotiations shall begin no later than thirty (30) days after notice is given.

If any term or provision of the agreement is rendered invalid, unenforceable, or unlawful, upon the request of either party, both parties shall meet promptly and negotiate with respect to the affected provisions or terms. The terms of this agreement shall remain in full force and be effective during the period of negotiations and any period pending of an impasse in negotiations.

Notice shall be given to the following parties:

St. Charles Professional Firefighters
Association - I.A.F.F. Local 3322
P.O. Box 25
St. Charles, IL 60174

City of St. Charles
Office of the City Administrator
2 East Main Street
St. Charles, IL 60174

Section 1.6 - Printing and Supplying

The City will furnish a copy of the signed agreement to all union members. Each member can obtain a copy in the human resources department upon execution of the agreement. Upon receipt, each member will sign an acknowledgement form stating that he has received the agreement and will read the contents of the agreement. A copy will also be provided to each fire station.

ARTICLE 2 MANAGEMENT RIGHTS

The City retains its authority to manage the City and fire department in all respects, except as contained in this agreement, including, but not necessarily limited to, the authority to direct and supervise employees and their work; to plan, direct, control and determine the operations and services to be conducted within or by the fire department, by employees of the City, or by others; to determine the number of employees to be employed; to promulgate, revise and enforce lawful and reasonable rules and regulations; and to enforce discipline among employees; to adopt new methods, equipment, and facilities or modify existing methods, equipment, and facilities; to determine the mission of the fire department and otherwise carry out its statutory responsibility to provide fire protection services to the full extent of its authority. The City will not exercise its authority in a manner which contravenes the lawful express provisions of this agreement.

Notwithstanding the forgoing, the parties agree that in the event a declaration of a state of emergency as defined by the City of St. Charles City Code, Section 2.36.010, Ordinance No. 2004-M-61, may be declared by the mayor or his authorized designee (who will have sole discretion to determine that a civil emergency condition exists, which may include, but is not limited to, riots, civil disorders, tornado conditions, floods, or other catastrophes), the City may temporarily suspend the provisions of this agreement, provided wage rates shall not be suspended, and provided that all provisions of this agreement shall be promptly reinstated once a civil emergency condition ceases to exist. The union and City agree to meet and bargain over the impact of any changes to this ordinance with respect to the mayor's ability to declare a state of emergency.

ARTICLE 3 DISCRIMINATION AND COERCION

Neither the City nor any of its agents shall discriminate in any form against any employee covered by this agreement because of age, sex, race, color, creed, origin, sexual orientation, or marital status. Any claim of invidious discrimination because of age, sex, race, creed, national origin, sexual orientation, or marital status shall be resolved exclusively through processes afforded by law and not by processes afforded by this agreement.

Additionally, neither the City nor any of its agents will interfere with, restrain, discriminate against, coerce, withhold advancement, or transfer any employee because of his participation in the St. Charles Professional Firefighters Association I.A.F.F. Local 3322 or because of his taking any action in accordance with any article of this agreement.

The association recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination.

ARTICLE 4 NO STRIKES – NO LOCKOUTS

The association, its officers and agents, and the employees covered by this agreement shall not promote, encourage, condone, or engage in any strike or work stoppage at any time or for any reason.

Each employee who holds the position of association officer occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this article.

In event of a violation of this article, the association agrees to inform its members of their obligations under this agreement and to direct them to return to work.

The City will not lock out any employee or employees covered by this agreement at any time or for any reason.

ARTICLE 5 REDUCTION AND REHIRING IN THE WORK FORCE

The City and the union agree that there shall be no reduction of the work force or layoffs of any kind during the term of this agreement for employees hired prior to May 1, 2008. It is further agreed that there shall be no contracting out of any fire services or related work by the City except for the exact type of which are currently contracted out as of July 1, 1990.

Section 5.1 - Layoff

The City, at its discretion, shall determine whether layoffs are necessary. If the City determines that layoffs are necessary, employees will be laid off as provided in 65 ILCS 5/10-2.1-18. Absent exigent circumstances, the City will notify the union thirty (30) calendar days prior to the effective date of such a layoff in order to afford the union the opportunity to provide advisory input through a labor management meeting, provided such process will not be used to delay the layoffs.

Section 5.2 - Recall

Employees who are laid off shall be placed on a recall list. This recall list expires three (3) years from the effective date of layoff. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff. No new sworn personnel will be hired to perform bargaining unit work before the recall list described herein is exhausted.

Employees who are on the recall list shall be given up to twenty-one (21) calendar days to report back to work from date of the notice of recall, provided that the employee must notify the fire chief or his designee of his intention to return to work within ten (10) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address last provided by the employee, with a copy to the union, it being the obligation and responsibility of the employee to provide the fire chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

Section 5.3 - Effects of Layoff

During the term of this agreement, if the City exercises its discretion to layoff an employee, then the employee shall be afforded an opportunity to maintain the medical insurance in effect at the time of layoff by paying, in advance, the full applicable monthly premium for their insurance coverage. If an employee opts to maintain medical insurance under this section, then such employee shall be permitted to continue the insurance coverage for a period of up to twelve (12) months from the date of layoff. Employee rights and benefits under this section are subject to the terms and conditions of the applicable insurance policy or plan. An employee who is laid off will be paid for earned, but unused, vacation time. Any other payments for accrued time, if any, shall be governed by the applicable article or section of this agreement.

ARTICLE 6 MAINTENANCE OF STANDARDS

It is understood and agreed that all employee rights, benefits, and customs which are presently enjoyed or exercised by the employees but are not specifically covered by this agreement shall be maintained at present levels. The employees shall also be notified, having input and suggestions, into any possible changes or improvements in such rights, benefits, and customs. The City shall retain the right to make necessary changes in such rights, benefits and customs. In case of any changes in the employees' rights, benefits, and customs, they shall not be reduced to a level less than that of the employees of any other City departments.

Section 6.1 - Maintenance of Specific Working Conditions

The City shall, within reason, make a sincere, good faith effort to maintain the working conditions that have currently been afforded or enjoyed by the employees covered by this agreement.

ARTICLE 7 GENERAL PROVISIONS

Section 7.1 - Department Rules and Regulations

The department will review departmental rules and regulations and standard operating procedures/guidelines with the association when changes in the rules and regulations or standard operating procedures/guidelines are being considered. Members of the association will be afforded fourteen (14) calendar days to review and make suggestions for changes with a view of making the rules and regulations and standard operating procedures/guidelines as fair and equitable as possible. It is recognized by the association that it is the department's prerogative to effect such changes as may be necessary to maintain and/or improve professional and efficient departmental operations. The union will be advised in advance of any and all changes or additions to departmental rules and regulations or standard operating procedures/guidelines and be provided copies of the same for review. The labor-management committee shall be available to meet and confer, if needed, on matters

in this area. Any changes or additions to departmental rules and regulations or standard operating procedures/guidelines shall not be in violation of or inconsistent with any part of this agreement.

When existing rules and regulations or standard operating procedures/guidelines are changed or new rules and regulations or standard operating procedures/guidelines are established, they shall be posted prominently and all employees notified of such posting. Any complaint involving the application of new or existing rules and regulations or standard operating procedures/guidelines shall be resolved through the grievance and arbitration procedure.

Section 7.2 - Work of Other Trades

The City further agrees that the employees shall not be required to do the work of other tradesmen, such as, but not limited to, carpentry, electrical, painting, plumbing, or other trades, while on duty.

Section 7.3 - Representation on Committees

The employees covered by this agreement shall have representation equal to that of the employees of the police or any other City department on any committee set forth to evaluate the wages, rates of pay, or any other benefits by the City. The employees' representatives shall be only those designated by the association.

Section 7.4 - Job Descriptions

The City reserves their right to modify the job descriptions of the employees covered by this agreement, including but not limited to the ranks of captain, lieutenant, firefighter/paramedic, firefighter, and fire prevention bureau officer. The union reserves any and all rights related to job descriptions, including the right to impact bargaining.

ARTICLE 8 RESIDENCY

All employees covered by this agreement shall maintain primary residence within the state of Illinois north of interstate highway 80. This area is bounded by the Wisconsin border on the north, Lake Michigan or the Indiana border on the east, interstate highway 80 on the south, and the Mississippi River on the west. The residency will be inclusive of the cities or villages which interstate highway 80 runs through.

Both parties agree that if any conflict occurs between the residency included in this agreement and that of the Board of Fire and Police Commissioners or any other entity, the terms of this agreement shall prevail. The association agrees to encourage its members to participate and respond to callbacks for emergencies.

ARTICLE 9 HOURS OF WORK

Section 9.1 - Scheduling

All employees, except members of the fire prevention bureau, covered by this agreement shall normally be assigned to the 24/48-hour shift.

Employees may be temporarily assigned to a forty (40) hour per week schedule in order to attend training or for attendance at recognized schools or fire academies. Attendance at training that will require temporary assignment to a forty (40) hour per week schedule shall be voluntary for the employees, except for a probationary firefighter who is required to attend to secure a level of

education/certification required of all probationary employees. Such schedule shall consist of five (5) eight (8) hour days beginning on Monday and ending on Friday.

Section 9.2 - Work Day and Work Week

The normal workday for employees, except for members of the fire prevention bureau, shall be twenty-four (24) consecutive hours on duty followed immediately by forty-eight (48) consecutive hours off duty. Twenty-four (24) hour shifts shall commence at 7:00 a.m. and end at 7:00 a.m. the following day.

The annual average hours of work shall normally not exceed 49.9 hours per week. The average weekly hours shall be accomplished by scheduling every ninth duty shift as a "Kelly day" off duty. Scheduling of the initial "Kelly day" on any shift shall be done by job seniority.

The regular straight time hourly rate shall be computed by dividing the annual salary of employees assigned to twenty-four (24) hour shifts by the total annual hours for which they are paid, which is 2,595. The overtime rate shall be one and one-half (1½) times the regular straight time rate.

Section 9.3 - Master Schedule

The City shall set up a master shift schedule for the department, posted for a minimum period of sixty (60) calendar days, after any change, at each station and copies forwarded to the union officers on a timely basis anytime there is a change in the department shift schedules or personnel assigned to any shift. The posting shall show the assignment of all personnel and employees, which will cover the normal manning requirements on each shift.

Section 9.4 - Meal Periods

Meal periods for twenty-four (24) hour shift employees shall be one paid hour each lunch and dinner. A thirty (30) minute paid lunch period shall be included in the eight (8) hour day schedule. Should the meal period be interrupted, the fire chief or his designee will attempt to provide the remaining time for lunch and/or dinner. The start of lunch periods may be staggered as necessary to ensure coverage between the hours of 11:00 a.m. and 13:00 p.m., provided that the schedule of lunch breaks shall not be changed more often than once per month except in cases of emergency and is done in a fair and equitable manner.

Section 9.5 - FLSA Work Cycle

The City has adopted a twenty-seven (27) day work cycle for employees assigned to a twenty-four (24) shift for purposes of 7K of the FLSA. The City shall assign "Kelly days" within each period so that employees receive one twenty-four (24) hour "Kelly day" every ninth duty shift. "Kelly days" shall begin at 7:00 a.m. of the assigned day. For overtime purposes, "Kelly days" shall not be considered hours worked.

Section 9.6 - Overtime

Employees shall be paid at the overtime rate of one and one-half (1½) times their regular rate of pay for all hours worked in excess of their regular workday or workweek.

Overtime opportunities shall be offered to all bargaining unit employees as equitably as possible in accordance with mutually agreed procedures. Employee work schedules will not be altered to avoid the payment of overtime.

Section 9.7 - Stand Down Time

Stand down time for the twenty-four (24) hour shift personnel shall normally commence no later than 5:00 p.m. Monday through Saturday. On Sundays and holidays, stand down time shall be at 12:00 p.m. (noon). The only exceptions to stand down time are the following:

- 1) Night drills - no more than eight (8), for a total of no more than ten (10) hours annually.
- 2) Block parties - up to a maximum of one (1) hour daily.
- 3) Fire station tours.

Section 9.8 - Maximum Hours of Work

The twenty-four (24) hour shift employees covered by this agreement shall not work more than forty-eight (48) hours consecutively. After each forty-eight (48) hours of work, the employee must have a minimum of twelve (12) hours of time off unless there are extenuating circumstances and/or a need for training. The forty-eight (48) hour restriction shall apply to working shift and regular duty, employee trades, or any schedule modification and does not include the recall of personnel for emergencies.

Notwithstanding the forgoing, under extenuating circumstances (e.g. emergency work in progress, community emergency or disaster), individuals may be required to work in excess of forty-eight (48) hours by order of or approval by the fire chief or his/her designee.

Section 9.9 - Kelly Days

All employees covered by this agreement (except when in the fire prevention bureau) shall have a Kelly day scheduled off every ninth (9th) duty shift. In no incident will more than one (1) officer be off on a Kelly day.

Once Kelly days have been selected, they shall be fully tradable with all other employees and may be combined with any and all other time off on days of the employee's choosing. Any such trade shall be considered a duty trade for purposes of FLSA and shall not create any FLSA overtime liability.

It is also agreed that should any Kelly day position become available during the term of this agreement for any reason, including but not limited to retirement, resignation, disability, or other reason, the open Kelly day position may be bid for by seniority of those on the affected shift. The employee with the highest seniority who bids for the open Kelly day position shall receive the bid for Kelly day schedule in place of his current Kelly day schedule. Once any reallocation of Kelly day schedules is completed, the newly hired employee shall receive the remaining Kelly day position/schedule as assigned by the fire chief or his designee. It is further agreed that this bidding system is procedural, and nothing in this bidding system will subject the City to any additional FLSA overtime costs.

ARTICLE 10 ADDITIONAL DUTY AND OUTSIDE EMPLOYMENT

Section 10.1 - Additional Duty

All additional duty opportunities shall be posted. Such additional duty shall be allocated at the discretion of the fire chief to all employees with the condition that such duty shall be divided as equally as possible. For employees covered by this agreement, such duty shall be on a voluntary basis and to the extent possible, a reasonable effort shall be made to give the employees priority opportunity for any such duty.

Additional duty shall include work other than regular shifts, extra station duty, specialty overtime (i.e. training, fire investigations, severe weather staffing , etc.), recalls for emergencies and assigned drills and meetings. Additional duty will also include a duty or position that does not currently exist and will be bargained for prior to being implemented.

Bargaining unit employees shall be paid in accordance with the provisions of this agreement for such work.

Section 10.2 - Internal Training Instructors

An employee that is qualified and capable to perform training within the City or present City training within the fire department shall have the voluntary option to accept any and all such assignments. Any such training will be scheduled at least sixty (60) days in advance, except in special cases and mutually agreed to by the City and the association. Instructors for these programs shall be those mutually agreed to by the City and the association. The pay for any and all such work shall be at time and a half, if applicable, or \$60 per hour, whichever is greater.

Section 10.3 - Outside Employment

Outside employment is defined as any employment in addition to an employee's regular, full-time job with the City. An employee who does engage in outside employment of an ongoing or regular nature shall receive written approval from the fire chief. Such approval may be revoked, for just cause, with a thirty (30) day written notice and is subject to the grievance procedure set forth in this agreement.

The City and the union agree that bargaining unit employees shall be prohibited from performing active firefighting and/or EMS duties for pay for any other municipalities with a population of 5,000 or more, or for any other fire protection district serving a population of 5,000 or more, or any other private ambulance service.

ARTICLE 11 OVERTIME PAY

Section 11.1 - Overtime Rate of Pay

Overtime worked shall be paid at the rate of one and one-half (1½) times the employee's hourly rate for all overtime worked, with no minimum hours except for specific types of overtime as set forth below. Any overtime worked or in excess of the minimum, if a specific type of overtime, shall be paid to the next quarter (¼) hour.

Section 11.2 - Overtime Assignment

Whenever any employee shall work any extra duty, the employee shall be paid at an overtime rate of one and one-half (1 ½) times the employee's normal hourly rate for the actual hours worked with a two (2) hour minimum, regardless of time.

Extra duty shall be apportioned at the discretion of the fire chief with the condition that such duty shall be divided or available to all qualified employees as equally as possible and in a manner agreed to by both the fire chief and the association. Extra duty shall be apportioned by the overtime system as outlined in Appendix E.

Section 11.3 - Recall for Emergencies

All bargaining unit personnel are subject to recall in the event of the declaration of a state of emergency. Each recall for emergencies shall be paid at an overtime rate of one and one-half (1 ½)

times the employee's normal hourly rate for the actual number of hours worked with a two (2) hour minimum, regardless of time.

Section 11.4 - Call Backs for Emergencies

All employees may be eligible for call backs in the event of significant emergencies or periods of high emergency activity as determined by the fire chief or his designee. Response to call-backs shall be voluntary. It is agreed by both parties that all employees shall have an equal and fair opportunity to available call backs. It is mutually understood by the union and the City that mutual aid shall not be used as a replacement for the proper minimum staffing of the St. Charles Fire Department.

Each call back for emergencies shall be paid at an overtime rate of one and one-half (1 ½) times the employee's normal hourly rate for the actual number of hours worked with a two (2) hour minimum, regardless of time. Notwithstanding any other provision of this agreement, if an employee on a scheduled vacation or personal day reports for call back, the employee will substitute straight time pay for vacation or personal leave for the time worked for the emergency (e.g. a firefighter is on vacation from 7:00 a.m. to 7:00 a.m. and responds to a call-back for three (3) hours, he will be paid straight time for the three (3) hours call-back and the remaining twenty-one (21) hours will be designated as vacation or personal leave.)

Section 11.5 - Meal Allowances for Emergency Situations

The City shall provide meals to or reimburse the employees for the cost of meals for certain emergency situations with the approval of the ranking officer at a level at least equal to the level and conditions available to other City employees.

Section 11.6 - Fire Department Meetings and Drills – Off Duty

Scheduled drills, training, or meetings to which requested by the department to attend are voluntary for the employees. All employees requested to attend such a drill, training, or meeting that occurs during time the employee is off duty shall be paid at an overtime rate of one and one-half (1 ½) times the normal hourly rate for the actual number of hours worked with a minimum of two (2) hours, regardless of time.

Scheduled drills or training to which assigned by the department are required for the employees. All employees required to attend such a drill or training which occurs during time the employee is off duty shall be paid at an overtime rate of one and one-half (1 ½) times the normal hourly rate for the actual number of hours worked with a minimum of two (2) hours, regardless of time.

Section 11.7 - No Pyramiding

Compensation shall not be paid more than once for the same hours under any provisions of this article or agreement, provided that the employee shall be paid under the applicable provisions which provide the highest compensation.

ARTICLE 12 PAID TIME OFF

Section 12.1 - Vacation Accrual

The employees covered by this agreement shall receive an annual paid vacation in accordance with the provisions of this agreement. Shift personnel will receive vacation time in accordance with exhibit below. Vacation time shall be paid at the employee's regular rate of pay times the amount of vacation time hours actually used.

The standard vacation schedule adapted for the fire department personnel:

Exhibit		
Years of Service	Shift Personnel	Accumulation Rate
0 to 4 Years	5 Shifts	4.62 hours bi-weekly
5 to 7 Years	7 Shifts	6.47 hours bi-weekly
8 to 10 Years	8 Shifts	7.39 hours bi-weekly
11 to 13 Years	9 Shifts	8.31 hours bi-weekly
14 to 16 Years	10 Shifts	9.24 hours bi-weekly
17 to 19 Years	11 Shifts	10.16 hours bi-weekly
20 or more Years	12 Shifts	11.08 hours bi-weekly

Section 12.2 - Vacation Sign Up

Seniority as set forth in this agreement shall determine the order employees sign up for vacation time off. This priority is for the approval of time off, but once time off is granted, it shall not be revoked unless a state of emergency is declared as defined in Article 2.

If an employee is promoted or involuntarily transferred by the City, he shall be eligible to transfer his previously scheduled vacation/personal days to those days correlating on his new shift, regardless of whether open time off slots are available or not. If an employee is requested by the City or any of its agents to postpone all or part of his vacation and does so, the employee will be able to replace the postponed vacation time with available time acceptable to both the employee and the fire chief. If there is no time available or mutually agreeable to both parties which can be used before the end of the calendar year, the employee who postponed their vacation shall request that time postponed first in the new calendar year before any other vacation requests are granted to employees in his classification rank.

Vacations are to be used in full-day increments except for vacation time utilized for educational purposes, as set forth by the fire chief in a fair and equitable manner to all employees.

There shall be three (3) time-off slots available per 24/48 hour shift for the 24/48 hour shift employees to utilize. These three (3) slots shall incorporate vacation leave, Kelly days, a personal day, and the provisions from Article 19. If the slot utilization goes above 92% of the Kelly, vacation, and personal time assigned for that calendar year, the slots shall be increased.

Section 12.3 - Vacation Carry Over

An employee shall be able to accumulate vacation to a maximum two (2) years accumulated vacation time at the employee's anniversary date. If an employee has accumulated an amount greater than the maximum allowed as of his anniversary date, he shall be required to cash in excess vacation time. This excess time shall be paid to the employee at the rate of the employee's regular hourly straight-time rate of pay in effect on the day in which the employee's anniversary occurs.

Section 12.4 - Personal Day

An employee covered by this agreement shall receive a personal day on each January 1 if the employee uses four (4) or less sick shifts of sick time in the previous calendar year. The personal day shall be considered a personal day off, and prior to being utilized, the day must be approved by the chief or his designee and scheduled along with all other time off on the vacation/time off calendar.

The personal day shall be one (1) twenty-four (24) hour shift for employees covered by this agreement. Personal days are to be used in two (2) hour increments and then in increments of one quarter (¼) hour thereafter during the year earned and shall not be carried over to the following year, except in cases approved by the fire chief.

Section 12.5 - Holidays

The designated holidays, of which the City recognizes and celebrates a minimum of ten (10), shall be recognized and observed on the dates established by the City, with the exception of shift personnel. Shift personnel will celebrate the recognized holidays on the actual calendar dates in place of the recognized City holiday dates.

A list of, but not limited to, paid Holidays to be observed shall be as follows:

New Year's Day	January 1
Good Friday	Friday before Easter Sunday
Memorial Day	Last 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 (full day)	December 24
Christmas Day	December 25
Presidential Election Day	(Presidential Election Years)

Section 12.6 - Holiday Pay

Whenever any employee covered by this agreement shall be assigned to work any City holiday as defined in this agreement, the employee shall be paid at a double time rate of two (2) times the employee's normal hourly rate for the number of hours worked.

Full-time personnel who are called in to work on a holiday, whether for minimum staffing, recall, fireworks, etc., shall be compensated at their double time rate. Personnel scheduled for minimum staffing overtime shall also receive the eight (8) hours of pensionable holiday pay as described below in this section.

Day personnel shall receive all City holidays, as defined in this agreement, off with full pay at the regular hourly rate times the number of hours the employee regularly works.

Off duty shift personnel who are otherwise available for work (not off work on suspension or leave of absence) shall receive eight (8) of the normal hourly rate of pay as holiday compensation for any holiday they are not working as they are on regular time off between shifts and have worked their previously scheduled shifts.

Section 12.7 - Sick Leave

All firefighters covered by this agreement will receive sick leave. Sick leave is accumulated at a rate of twelve (12) hours per month, with no maximum to the amount accumulated.

Sick leave is not to be considered a privilege to be used at the employee's discretion. Sick leave is to be utilized out of necessity for actual sickness, disability, illness, or birth in his immediate family (as defined in Appendix G) or by the employee to meet physical examination appointments or other sickness prevention measures as prescribed by the employee's physician. The City reserves the right to have all sick leave absences confirmed by a medical doctor or other health practitioner.

In any and all cases, these sick days are for sickness, disability, illness, birth, physical appointments, or other sickness prevention measures as set forth above and are not to be considered as personal days off.

Section 12.8 - Extended Sick Leave

If an employee becomes injured as a result of an injury or illness not arising out of or in the course of the employee's employment with the City, the employee shall be required to utilize sick time for all work time or shifts where the employee is unable to work. The employee shall continue to accrue service time and benefit accruals during such period. Insurance coverage shall be provided as for any other employee, with the employee responsible for the employee portion of the costs as set forth in this agreement. The employee shall remain in the employ of the City until such time when he returns to work, a minimum of twelve (12) months have passed from the original continuous extended sick leave, or as all the employee's earned, accrued or other benefit time has been exhausted, whichever is longer.

It is mutually agreed that the health of the employee is the primary concern during any extended sick leave. The return to work of a healthy and capable employee is of benefit to both the City and the association. As such, both parties agree to make all reasonable attempts to assist in the return to work of any and all such extended sick leave employees.

Section 12.9 - Sick Leave Advance

In case of an emergency, the fire chief may, at his discretion, authorize in writing, an advance of up to one hundred forty-four (144) hours of sick leave to the employee. Such a leave may be authorized only if the employee:

- 1) Has exhausted all available leave from which compensation could be made.
- 2) Has been employed for one (1) year.
- 3) Has demonstrated good performance and has indicated he intends to remain in the employ of the City.
- 4) Understands the amount of any advanced sick leave shall be deducted from future accrued sick time earned until the advanced time is repaid. If the employee has not repaid the balance of advanced sick leave remaining, said amount shall be deducted from the employee's pay at termination or retirement.
- 5) The employee signs an agreement to this effect.

Section 12.10 - Family Death Leave

Upon request to the fire chief or his agent, an employee covered by this agreement who suffers a death in their immediate family (as defined in Appendix A) will be given reasonable time off, with full pay, up to a maximum of three (3) days.

- Bargaining unit employees assigned to a 40-hour workweek may be granted up to three (3) consecutive calendar days off.

- Bargaining unit employees assigned to a 24-hour shift may be granted one shift day off, unless the death occurs on a day when the employee is on duty, which case the employee will, upon request, also be given the remainder of such day off.
- These days shall be granted without loss of pay and shall not be deducted from accrued sick leave or earned vacation.

An additional amount of time may be granted by the fire chief or his designee due to death of an employee's immediate family upon the request of the employee.

Section 12.11 - Other Paid Leave

The fire chief or his designee may grant any additional leave. Such additional time shall be deducted, first from the unused sick leave and then from unused vacation.

If a serious or unexpected emergency occurs to an employee's immediate family, the employee will be allowed paid leave to the extent of the balance of the shift or while the emergency exists, whichever is shorter. Such leave must be confirmed by the fire chief or his assigned representative, to be granted permission or approval for the leave.

Section 12.12 - Donation of Paid Leave

Any non-probationary firefighter is eligible to receive vacation and/or personal time from any other firefighter or to donate vacation and/or personal time to another firefighter. Up to a total of forty-eight (48) hours of vacation and/or personal time may be donated to a firefighter by another firefighter if the firefighter is suffering from a non-work related, severe or life threatening illness, injury, impairment or physical or mental condition, documented by a medical doctor's certification, which has caused him to be unable to perform his regular duties and be without pay. The request to donate is submitted to human resources in writing.

ARTICLE 13 OTHER PAID AND NON-PAID LEAVE

Section 13.1 - Worker's Compensation Coverage

Employees shall be covered by any and all protection afforded by the Public Employees Disability Act 5ILCS 345/, Worker's Compensation Act, and any and all other protection pursuant to federal law, state statutes, or local ordinances.

Section 13.2 - Transitional Duty

Transitional duty assignments are a recognition by the City, its departmental officials, and the employees that an employee is not able to perform at full capacity in his normal work assignment.

When on transitional duty, the employee shall not be considered as part of the minimum staffing as defined in this agreement. In addition, an employee on transitional duty shall not be considered to be eligible for call backs for emergencies or to fill shift vacancies, as defined in this agreement, until such time as the employee has returned to full duty status. Unless the employee consents to a different work schedule, the hours of work for an employee with a transitional duty assignment shall be eight (8) consecutive hours (including a one-half hour lunch period) between 08:00 a.m. and 17:00 p.m. Monday through Friday. (Unless the physician specifies a shorter work week.)

An employee's assignment to a different shift for transitional duty shall commence on the employee's next regularly scheduled duty day with a maximum transition period of seventy-two (72) hours.

An assignment to transitional duty shall be made at the discretion of the City by the fire chief with the best interest and operation of the department of primary concern.

An assignment to transitional duty may be required, subject to doctor's approval, if an employee is recovering from a work related or workers' comp. time off injury or illness. If the employee is recovering from a non-work related or off-duty injury or illness, transitional duty shall be voluntary at the employee's discretion, subject to doctors' approval.

If transitional duty is offered to employees recovering from work related or workers' compensation injuries or illness, it must be offered on an equivalent basis to the employees recovering from non-work related or off-duty injuries or illness.

Section 13.3 - General Leave of Absence

The fire chief may grant an unpaid leave of absence to an officer or employee who has been in the classified service for not less than three (3) months, for such period not exceeding thirty (30) days excepting military leave. Immediate report of such absence shall be made to the Board of Fire and Police Commissioners. No leave shall exceed thirty (30) days, except to enable an officer or member to accept any (elective or appointive) position in the public service, not included in the classified service, or to enter the armed forces of the United States or any employment connected with the national defense, or because of disability or injury received in the performance of duty, and in such cases, leaves of absence may be extended beyond thirty (30) days with the approval of the commission. In the event that a leave of absence is granted during the probationary period, the term of the probationary period shall be extended for a like period of time as the leave of absence.

Leaves of absence shall be governed by the rules and regulations of the Board of Fire and Police Commissioners in effect as of May 1, 1990, and as may be amended from time to time.

Section 13.4 - Military Leave

A full-time, non-probationary employee who is a member of a reserve component of the armed forces (including the National Guard), will be granted a military leave of absence to participate in required training, cruises, or encampments. The employee will be paid the difference between his basic military pay and his regular wages for a period of up to two (2) workweeks in a one (1) year period if he has been a member of the reserve component from which he received formal orders for a period of at least sixty (60) days.

If the City enacts an ordinance, resolution, or City policy that provides a greater level of military service benefits than is included in this agreement, the employees shall have the benefit of any such ordinance, resolution, or City policy.

Section 13.5 - Family Medical Leave Act (FMLA)

Statement of Policy

It is the policy of the City of St. Charles, in accordance with the Family and Medical Leave Act to grant job protected unpaid family and medical leave to eligible employees for up to twelve (12) weeks per 12-month period for any one or more of the following reasons:

- A. The birth of a child and in order to care for such a child or the placement of a child with the employee for adoption or foster care (leave for this reason must be taken within the 12-month period following the child's birth or placement with the employee); or
- B. In order to care for an immediate family member (spouse, child or parent) of the employee if such immediate family member has a serious health condition; or
- C. The employee's own serious health condition that makes the employee unable to perform the essential functions of his/her position.
- D. Any qualifying exigency arising out of the fact that the employee's family member is on active duty, has been notified of an impending call to active duty, or in support of a call to duty in a foreign country. An employee is entitled to leave if the military family member is serving in any of the branches of the armed forces and is called to active military duty.
- E. Up to twenty-six (26) weeks of job protected, unpaid family and medical leave is provided if an employee has a spouse, son, daughter, parent, or next of kin who is a member of the armed forces (including Reserves and National Guard), and the employee is providing care for the service member who sustained a serious injury or illness in the line of duty while on active duty status at any time during the preceding five years.

Definitions

- A. "12-Month Period" - means a rolling twelve (12) month period measured backwards from the date leave is taken and continuous with each additional leave day taken.
- B. "Spouse" - does not include unmarried domestic partners. If both spouses work for the City of St. Charles their leave in any twelve (12) month period may be limited to an aggregate of twelve (12) weeks if the leave is taken either for the birth or placement for adoption or foster care of a child or to care for a sick parent (but not parent "in-law").
- C. "Child"- means a child either under eighteen (18) years of age, or eighteen (18) years of age or older who is incapable of self-care because of a mental or physical disability as defined by the Americans with Disabilities Act. An employee's "child" is one for whom the employee has actual day-to-day responsibility for care and includes but is not limited to a biological, adopted, foster, or step-child, a legal ward, or a child of a person standing in loco parentis.
- D. "Parent" - means the biological parent or a person who stands or stood in loco parentis to an employee when the employee was a son or daughter as defined in "child" above. Parents-in-law are not included.
- E. "Next of Kin" – Nearest blood relative, other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins.
- F. "Serious Health Condition" - means an illness, injury, impairment, or a physical or mental condition that involves:
 - 1) Inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical-care facility, including any period of incapacity (i.e. inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; or
 - 2) Continuing treatment by a health care provider which includes:
 - a. A period of incapacity lasting more than three (3) consecutive, full calendar days and any subsequent treatment or period of incapacity relating to the same condition that also includes:

- i. Treatment two or more times by or under the supervision of a health care provider (i.e., in-person visits, the first within seven (7) days and both within 30 days of the first day of incapacity); or
 - ii. One treatment by a health care provider (i.e. an in-person visit within seven (7) days of the first day of incapacity) with a continuing regimen or treatment (i.e. prescription medication, physical therapy); or
 - b. Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; or
 - c. Any period of incapacity or treatment for a chronic serous health condition that continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; or
 - d. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; or
 - e. An absence to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three (3) days if not treated.
- G. "Exigent Circumstances" - covers a qualifying exigency of short notice deployment or military events and related activities and the need to arrange for childcare and school activities; financial and legal arrangements; counseling; rest and recuperation; and post deployment activities. The need would arise out of the fact the employee, spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the armed forces in support of a call to duty in a foreign country. This means a reserve component service member was called to active duty during a time of war or national emergency, or military operation in which active forces (reserve or regular military) face an enemy.

Coverage and Eligibility

- A. To be eligible for family/medical leave an employee must:
 - 1) Have worked for the City of St. Charles for at least twelve (12) months; and
 - 2) Have worked at least 1250 hours in the previous twelve (12) month period.
- B. For part-time employees and those who work variable hours, family and medical leave entitlement is calculated on a pro-rata basis. A weekly average of the hours worked over the twelve (12) weeks prior to the beginning of the leave should be used for calculating the employee's normal workweek.

A poster prepared by the Department of Labor summarizing the major provisions of the Family and Medical Leave Act (FMLA) to include informing employees how to file a complaint is available in the Personnel Policy Manual Appendix and also posted in all City buildings.

Intermittent or Reduced Leave

- A. An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition or because of a serious health condition of the employee when "medically necessary."

- 1) “Medically necessary” means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.
 - 2) The employee may be required to transfer temporarily to a position, within the fire department, with equivalent pay and benefits that better accommodates recurring periods of leave when the leave is planned based on scheduled medical treatment.
- B. An employee may take leave intermittently or on a reduced leave schedule for birth or placement for adoption or foster care of a child only with approval of the fire chief and human resources.

Substitution of Paid Leave Time

- A. An employee will be required to substitute any accrued unused sick time (except in the birth/adoption/foster care of a child), then any accrued unused personal time, followed by any accrued unused vacation time, as needed, for any part of any part of a family/medical leave for any reason.
- B. When an employee or spouse of an employee has a baby, the employee may substitute sick time for the serious health condition of the employee’s spouse or for the employee. This is usually six (6) weeks for a normal birth and eight (8) weeks if a cesarean is needed, as indicated by the mother’s physician. Any additional time off would be deducted from personal and vacation time.
- C. For duty injury leaves granted pursuant to Ill. Rev. Stat. Ch. 70 § 61. No substitution of other accrued paid leaves shall be required.
- D. When an employee has used any of the above paid time for a portion of family/medical leave, the employee may request an additional period of unpaid leave to be granted so that the total of paid and unpaid leave provided for FMLA purposes equals twelve (12) weeks (twenty-six (26) weeks leave for caring for a service member).

Notice Requirements

- A. An employee is required to give immediate notice, or as soon as reasonably possible. A minimum thirty (30) day notice is required in the event of a foreseeable leave. A minimum ninety (90) day notice is required before the birth of a baby, including caring for a spouse after the birth. An “Employee Request for Family/Medical Leave” form should be completed by the employee and returned to Human Resources (forms available on the City iNet).
- B. If an employee fails to give thirty (30) days’ notice for a foreseeable leave with no reasonable excuse for the delay, the leave will be denied until thirty (30) days after the employee provides notice.
- C. In the event an employee is unable to work by reason of illness, injury, or disability, the employee must report the illness, injury, or disability as soon as the condition is known, and thereafter furnish to Human Resources a physician’s written statement showing the nature of the condition and estimated length of time that the employee will be unable to report to work along with an “Employee Request for Family/Leave” form (forms available on the City iNet). An employee undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruptions to city operations.
- D. In unexpected or unforeseeable situations, an employee should provide as much notice as possible, followed by a completed “Employee Request for Family/Medical Leave” form (forms available on the City iNet).
- E. While on consecutive leave, employees are requested to report every two (2) weeks to human resources regarding the status of the medical condition and their intent to return to work.

Medical Certification

- A. For leaves taken because of the employee's or a covered family member's serious health condition or the birth of a child, the employee must submit a completed "Certification of Health Care Provider" form and return the certification to human resources (forms available on the City iNet). The employee must provide medical certification within fifteen (15) days after requested, or as soon as is reasonably possible.
- B. The City of St. Charles may require a second or third opinion (at its own expense) from a doctor(s) of our choice, periodic reports on the status and intent to return to work, and a fitness-for-duty report to return to work.
- C. If intermittent or consecutive leave is longer than ninety (90) days, a new or updated "Certification of Health Care Provider" form will be required every ninety (90) days except for a birth of a child or an adoption.
- D. All documentation related to the employee's or a family member's medical condition would be held in strict confidence and maintained in a separate family and medical leave file.
- E. For leaves taken for active duty or to provide care for a serious injury or illness of a member of the armed forces, employee must submit a copy of the military orders along with a completed "Certification of Serious Injury or Illness of Veteran or Current Service Member" (forms available on the City iNet).

Effects on Benefits

- A. An employee granted a leave under this policy will continue to be covered under the City of St. Charles group health insurance plan, life insurance plan, and long-term disability plan under the same conditions as coverage would have been provided if they had been continuously employed during the leave period.
- B. Employee contributions will be required either through payroll deductions or by direct payment to the City of St. Charles. The employee will be advised in writing at the beginning of the leave period as to the amount and method of payment. Employee contribution amounts are subject to any change in rates that occurs while the employee is on leave.
- C. If a contribution is more than thirty (30) days late, the City of St. Charles may terminate the insurance coverage for the duration of the leave.
- D. If the City of St. Charles pays the employee contributions missed by the employee while on leave, the employee will be required to reimburse the employer for delinquent payments (on a payroll deduction schedule) upon return from the leave.
- E. If the employee fails to return from unpaid family/medical leave for reasons other than (1) the continuation of a serious health condition of the employee or a covered family member or (2) circumstances beyond the employee's control (certification required within thirty (30) days of failure to return for either reason), the City of St. Charles may seek reimbursement from the employee for the portion of the premiums paid by the City of St. Charles on behalf of the employee (also known as the employer contribution) during the period on leave.
- F. An employee is not entitled to seniority or benefit accrual during periods of unpaid leave but will not lose anything accrued prior to leave.

Job Protection

- A. If the employee returns to work immediately upon expiration of an approved family/medical leave, he/she will be reinstated to his/her former position with equivalent status pay, benefits, and other employment terms.
- B. The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the position would have been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.

Outside Employment

While the employee is off work from the City due to the employee's own serious health condition, the employee may only work for another employer if the restrictions can be accommodated. If the employee is off work from the City on FMLA leave for a birth, spouse, child or parent, the employee is prohibited from working for another employer.

Family/Medical Leave Forms to be Submitted by the Employee

- A. Request for Family/Medical Leave
- B. Certification of Health Care Provider
- C. Fitness for Duty to Return from Leave (for Employee's own health condition)
- D. Report of Absences, if any

Section 13.6 - Time Trades

This article applies to employees assigned to twenty-four (24) hour shifts. Changes to scheduled time off and trade of duty time may be allowed after the vacation schedule for the year has been established. Any employee shall be granted time trades with full normal pay for any shift(s) on which he is able to secure another employee to work in his place, provided that:

- A. Such replacement shall be of comparable status: firefighter for firefighter; officer for an officer.
- B. The substitution does not impose any additional cost to the City.
- C. Any request for time trades shall be subject to approval by the battalion chief/shift commander or their designee of the affected shifts. A trade request must be submitted in writing to a battalion chief on the approved form with all relevant signatures not less than forty-eight (48) hours prior to the date of the earliest trade requested. Up to two (2) emergency time trades per calendar year may be utilized by each employee. Emergency time trades are trades of less than forty-eight (48) hours' notice.
- D. Such time trade hours shall be paid back to the employee that filled in within a period of one (1) calendar year.

ARTICLE 14 WITNESS AND JURY DUTY

Section 14.1 - Jury Duty

Upon notification to serve on jury duty, the employee shall submit a copy of the summons to the fire chief.

Jury duty will be treated as an authorized absence from work and the employee shall continue to receive his regular base wage while performing jury duty services. All compensation received for

performing jury service will be kept by the employee. The employee shall continue to receive his regular base earning for that period.

If the jury service entails undue hardship on the public served by the employee, the human resources office will advise the employee of the hardship by letter and forward a copy of the letter to the jury commissioner along with the reply to the prospective jury questionnaire.

Section 14.2 - Witness Time

Employees required to appear before a court, judge, justice, or coroner as a defendant or witness or if is required to by the City or fire department and/or subpoenaed to attend attorney interviews, give depositions, and/or to testify with respect to lawsuits or administrative proceedings that are job related or on any matter arising out of the employee's performance of his duties with the fire department or the City shall be released from duty without loss of pay for such appearances which occur on scheduled working days and shall be credited for hours worked and compensated at the employee's overtime rate with a minimum of two (2) hours for such appearances that occur on non-scheduled working days.

An employee shall report for work during parts of a scheduled workday when he is not required to be in court for jury duty or a witness appearance as provided above after the completion of the day's court activities.

ARTICLE 15 SENIORITY

Seniority shall be based from the date the employee last entered the full-time employment of the fire department of the City of St. Charles and accumulates during the entire period of continuous full-time service until the employee leaves the employ of the City due to resignation, retirement, disability or termination.

If more than one employee was hired on the same day, then with regard to seniority in the fire department, as between those persons appointed on the same day, it shall be determined by referring to the list of eligibility used for appointment by the department, and from the highest ranked to the lowest who are appointed on the same day, shall have seniority in that order.

All new employees on the department shall be considered probationary employees as defined by state statute. There shall be no seniority among probationary employees. Upon the successful completion of the probationary period, an employee shall acquire seniority that shall be retroactive to his date of full-time hire with the department in a position of firefighter covered by this agreement.

When or if any employee interrupts his continuous service period to receive a disability pension he shall be entitled to his accumulated seniority which existed at the time he was placed on the disability pension but he shall not be entitled to any seniority credit for the time he was on the disability pension when or if the employee returns to the employ of the City.

The parties hereto agree that departmental seniority shall be based on rank. Therefore captains are senior to other captains and any other position covered under this agreement due to rank; lieutenants are senior to other lieutenants and any firefighters due to rank; firefighters are senior to other firefighters.

For employees holding the rank of captain or lieutenant, the date of promotion shall determine their seniority with respect to other employees of that rank.

The parties hereto agree that departmental seniority shall govern but not be limited to the following matters:

- 1) Vacation time selection.
- 2) Any reduction in the force as defined in this agreement.
- 3) Any re-hire of the force as defined in this agreement.
- 4) Placement on the extra duty eligibility list.

ARTICLE 16 WAGES

The following salary ranges shall become effective as of May 1, 2013, and continue in effect, as amended and defined hereinafter, for the duration of this agreement.

Section 16.1 - Wage Increases

Wage increases included in range below:

	5/1/13	5/1/14	5/1/15
Firefighter	2.25%	2.25%	2.25%
Firefighter/Paramedic	2.75%	2.75%	2.75%
Lieutenant	2.0%	2.0%	2.0%
Captain	2.0%	2.0%	2.0%

Section 16.2 - Wages

As of May 1, 2013

Step Increases Occur at these Intervals	65% Start	70% 6 Mos.	75% 1 Year	80% 18 Mos.	85% 2 Years	90% 3 Years	95% 4 Years	100% 5 Years
Firefighter	54,621	58,823	63,024	67,225	71,428	75,630	79,832	84,032
Firefighter/Paramedic	57,526	61,950	66,377	70,800	75,225	79,651	84,076	88,501
							96% Start	100% 1 Year
Lieutenant							95,797	99,153
Captain							103,376	107,682

As of May 1, 2014

Step Increases Occur at these Intervals	65% Start	70% 6 Mos.	75% 1 Year	80% 18 Mos.	85% 2 Years	90% 3 Years	95% 4 Years	100% 5 Years
Firefighter	55,850	60,147	64,442	68,738	73,035	77,332	81,628	85,923
Firefighter/Paramedic	59,108	63,654	68,202	72,747	77,294	81,841	86,388	90,934
							96% Start	100% 1 Year
Lieutenant							97,713	101,136
Captain							105,443	109,836

As of May 1, 2015

Step Increases Occur at these Intervals	65% Start	70% 6 Mos.	75% 1 Year	80% 18 Mos.	85% 2 Years	90% 3 Years	95% 4 Years	100% 5 Years
Firefighter	57,107	61,500	65,892	70,284	74,678	79,072	83,465	87,856
Firefighter/Paramedic	60,733	65,404	70,077	74,747	79,420	84,092	88,764	93,435
							96% Start	100% 1 Year
Lieutenant							99,668	103,159
Captain							107,552	112,033

Employees hired prior to May 1, 2003, at the position of firefighter/engineer and serving in the position of firefighter/engineer at the date of execution of this agreement and who are not licensed as emergency medical technician-paramedic shall receive the pay classification of firefighter and also be eligible for the paramedic stipend shown in this agreement. Furthermore, employees hired prior to May 1, 2003, and serving in the position of firefighter/engineer at the date of execution of this agreement and who are licensed as emergency medical technician-paramedic shall receive the pay classification of firefighter/paramedic and also be eligible to receive an additional \$3,085.

Section 16.3 - Minimum Rank Differential

If an employee receives a promotion to a rank above the rank of firefighter, the pay shall be at a minimum of the new range.

Section 16.4 - Bi-Weekly Pay Calculation

The regular bi-weekly rate of pay shall be computed by dividing the annual salary by twenty-six (26) pay periods. The regular hourly rate of pay shall be computed by dividing the annual salary by the annual paid hours.

Section 16.5 - Paramedic Pay

Lieutenants and/or captains who are certified as paramedics (EMT-P) shall receive a paramedic pay stipend as follows:

Effective 5/1/2013 – April 30, 2016	
Year 1	\$3,978

This amount shall be divided by 26 and paid to the qualifying employees equally over the 26 pay periods of the year. An employee who is certified as a paramedic (EMT-P) for only part of the year shall receive a prorated paramedic pay stipend for only those pay periods the employee held a current EMT-P license.

Section 16.6 - Longevity Pay

In lieu of the bonus schedule, the following longevity schedule shall be implemented starting May 1, 2013.

Years 6-9	1%
Years 10-14	1 ½%
Years 15-19	2%
Years 20-24	2 ½%
Years 25 -	3%

The longevity pay shall be paid in a lump sum at the anniversary date.

ARTICLE 17 MINIMUM STAFFING

Section 17.1 - Purpose and Goal

The City and the employees mutually understand and agree that protecting the health, safety, and welfare of the firefighters and the community is of primary concern to both parties. To promote this concern, allow the department to function properly and efficiently, and have the necessary resources available for emergency response, a minimum number of qualified and trained firefighters shall be maintained on duty at all times as set forth hereinafter.

Since it is agreed that maintaining an adequate number of qualified employees is in the best interest of the City, citizens, and the employees, the City and the employees hereby agree to continue to work to improve the staffing levels of the St. Charles Fire Department while working within budget concerns. The staffing levels included in the agreement are to be considered a minimum staffing level for the department. Nothing contained in this agreement shall limit the City from operating the department with a full-time professional staffing level of employees above this level and the employees will support such level.

Section 17.2 - Minimum Duty Staffing Level

The minimum number of employees assigned to be on duty on each frontline fire apparatus at each station shall be three (3) employees covered by this agreement. These employees on duty on each frontline fire apparatus shall consist of a minimum of one (1) officer and two (2) firefighters. This level reflects the minimum level of employees required to provide reasonably safe and efficient operations, for the delivery of services to the community.

Section 17.3 - Qualifications

Employees covered by this agreement shall be certificated by appointment of the Board of Fire and Police Commissioners.

All bargaining unit employees are expected to attain Firefighter III/Advanced Firefighter Technician status through the Illinois Office of the State Fire Marshal within four (4) years of their date of hire. Any employee who has not attained Firefighter III/Advanced Firefighter Technician shall be ineligible for their final pay step increase. In addition, effective twelve (12) months following the effective date of this agreement, any employee with three (3) or more years of service with the St. Charles Fire Department who has not attained certification as a Firefighter III/Advanced Firefighter Technician shall be ineligible for step increases.

Section 17.4 - Supplemental Personnel

The City may continue to utilize paid-on-calls, in addition to any outlined above, to assist the full-time employees provided that they are used to supplement the full-time employees staffing level and shall not be utilized as substitutes for any employee covered by this agreement.

Section 17.5 - Hireback Requirement

If sufficient personnel are not available to meet the minimum staffing requirements, employees shall be retained or recalled on overtime, as detailed in this agreement, to meet the set forth minimum staffing required. Units shall not be placed out of service for reasons of insufficient personnel.

An unplanned, emergency, or absence of a non-reoccurring nature of up to two (2) hours or less may be covered first by a daytime officer covered by this agreement or second by a chief officer when regularly working.

Section 17.6 - Apparatus Assignments

The employees covered by this agreement shall be the only personnel to be assigned or work on any apparatus or unit other than a paramedic ambulance. It is also mutually agreed that at no time will an employee covered by this agreement be replaced by anyone but another employee covered by this agreement. In addition, at no time will any personnel other than an employee covered by this agreement be included in minimum staffing or have a duty assignment to any fire department apparatus or unit except for the following:

- 1) Fire department personnel operating command staff vehicles.
- 2) Paid on calls working when normally assigned and functioning only in a supplemental role.
- 3) The manning of paramedic ambulances until such time when employees covered by this agreement shall operate all ambulances, paramedic or other, and shall then be included in the minimum staffing provisions of this agreement.
- 4) The mechanic working in the course of his employment to make repairs, improvements, or examinations of apparatus and not to operate any apparatus or equipment at any incident or other situation.

The language contained in this article in no way restricts the right of the fire chief, assistant chiefs, and/or battalion chiefs to operate any piece of equipment that they deem appropriate in training, emergency situations of a non-reoccurring nature. At no time will the fire chief, assistant chiefs, and/or battalion chiefs be included in minimum staffing or perform work in place of any employee covered by this agreement, except as included in this agreement.

Section 17.7 - Station Captains

Each fire station shall be assigned and maintained with at least one (1) employee at the rank of captain. The captain shall be assigned to a regular shift schedule normally worked by the employees. The captain shall serve as the station officer, responsible and in charge of the fire station he is assigned to.

ARTICLE 18 PROMOTIONS AND TRANSFERS

Section 18.1 - Promotions

Subsection 1 - General

Promotions to the ranks of lieutenant, captain, and battalion chief shall be conducted in accordance with the provisions of this agreement. Any provisions not expressly covered by this agreement shall be in accordance with the provisions of the Fire Department Promotion Act (50ILCS 742). This agreement shall not be construed to imply any waiver of such provisions. It is mutually agreed that should there be any conflicts between this agreement and the Fire Department Promotion Act, the terms and conditions of this agreement shall prevail.

The rank of battalion chief shall not be in the bargaining unit identified in this agreement and, therefore, shall be not covered by the terms and conditions of this agreement except as contained herein Article 18 concerning promotions.

Any provisions of this agreement at variance with the provisions of the Act shall control for the term of this agreement in accordance with Section 10(e) of the Act.

Subsection 2 - Vacancies

This applies to promotions to vacancies in the ranks of lieutenant, captain, and battalion chief. A vacancy in such positions shall be deemed to occur on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, except for a vacancy in the position of battalion chief, whereas the rank from which this position is filled, (captain or lieutenant), a vacancy will occur in that position, provided the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period up to five (5) years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

The City retains the right to fill positions with a temporary appointment as allowed by law.

Subsection 3 - Eligibility

The examination process for promotion to the rank of lieutenant shall be competitive among employees in the rank of firefighter who meet the eligibility requirements set forth in subsection A below and who desire to submit themselves to such process. The examination process for promotion to the rank of captain shall be competitive among employees in the rank of lieutenant who meet the eligibility requirements set forth in subsection B below and who desire to submit themselves to such process. The examination process to the rank of battalion chief shall be competitive among employees in the ranks of captain and lieutenant who meet the eligibility requirements set forth in subsection C below and who desire to submit themselves to such process. The educational requirements must be completed as of January 1 of the calendar year in which the promotional process begins if the process begins in the first six (6) months of the calendar year or July 1 if the process begins in the last six (6) months of the calendar year.

The eligibility requirements to participate in the promotional process for lieutenant, captain, and battalion chief shall be published at least six (6) months prior to the date of the beginning of the promotional process.

- A. Lieutenant. Members of the bargaining unit shall be eligible to participate in the process for promotion to lieutenant if they meet the following qualifications:
 - Have served a minimum of five (5) years full-time service with the St. Charles Fire Department, including probation.
 - Certified as a Fire Officer I or provisional Fire Officer I as described by the Illinois Office of the State Fire Marshal
- B. Captain. Members of the bargaining unit in the rank of lieutenant shall be eligible to participate in the process for promotion to captain if they meet the following qualifications:
 - Have served a minimum of three (3) years in the rank of lieutenant with the St. Charles Fire Department.
 - Certified as a Fire Officer II or provisional Fire Officer II as described by the Illinois Office of the State Fire Marshal.
 - Have completed a minimum of thirty (30) semester hours of course work from an accredited college or university.
- C. Battalion Chief. Members of the bargaining unit in the ranks of captain and lieutenant shall be eligible to participate in the process for promotion to battalion chief if they meet the following qualifications:
 - Have served a minimum of five (5) years in an officer's rank of lieutenant or above.
 - Certified as a Fire Officer II or provisional Fire Officer II as described by the Illinois Office of the State Fire Marshal.
 - Have completed a minimum of sixty (60) semester hours of course work from an accredited college or university.

Employees who have an anniversary date on or after January 1 of the calendar year in which the promotion process is administered shall be considered eligible. The process shall be deemed to be commenced upon the issuance of a written notice by the fire chief and shall be posted to members of the fire department. After such notice the test shall be administered within a six (6) month period.

Subsection 4 - Rating Factors and Weights

All examinations shall be impartial and shall relate to those matters that will test the candidate's ability to discharge the duties of the position to be filled. The placement of employees on promotional lists shall be based on the points achieved by the employee on promotional examinations consisting of the following components weighted as specified:

	Percentage Weights		
	Lieutenant	Captain	Battalion Chief
1. Promotional Potential Rating (PPR)	10%	10%	15%
2. Oral Interview	10%	10%	0%
3. Assessment Center	10%	15%	30%
4. Written Examination	50%	45%	35%
5. Ascertained Merit	10%	10%	10%
6. Seniority	10%	10%	10%

The promotional components shall be administered in the above order. The scores awarded for each component of the process shall be posted as soon as practicable after the component is completed.

Subsection 5 - Test Components

- 1) Promotional Potential Rating (PPR) –This component shall be conducted by the fire chief, assistant chief(s), and one member selected by the bargaining unit as follows:

Rank Tested	Bargaining Unit Member
Lieutenant	Lieutenant or Captain
Captain	Captain
Battalion Chief	None

The evaluation criteria shall be based upon specific job-related performance criteria that shall be disclosed to all candidates six (6) months prior to administering the process thereafter.

- 2) Oral Interview – This component shall be conducted by a panel consisting of no more than three (3) members of the Board of Fire and Police Commissioners, one member selected by the fire chief or his designee, one member selected by the human resources director, and one member selected by the union holding the rank of captain or higher who is an active or retired member of a fire department located in the Chicago Metro Region which is similar or larger than the St. Charles Fire Department. Scoring shall be based on the Olympic Model (i.e. the highest and lowest scores are disregarded, and the remaining scores are then averaged, tallied and recorded).
- 3) Assessment Center – This component shall be conducted by a professional independent service selected by the City. The raters selected shall be made in accordance with applicable law in effect on the date the promotional process begins.
- 4) Written Exam – The written examination shall be in accordance with the Act by a professional independent service selected by the City.
- 5) Ascertained Merit – Ascertained merit shall be earned as set forth hereafter. The ascertained merit points shall be combined, except as noted, provided the total points awarded shall not exceed a maximum of 100 points.

a. Certification Credit:

	Lieutenant	Captain	Battalion Chief
Instructor II	4 points		
Instructor III	10 points	10 points	10 points
Fire Investigator	5 points	5 points	5 points
EMT-B	10 points	10 points	10 points
EMT-Paramedic	20 points	20 points	20 points
Fire officer II (provisional)	12 points		
Fire officer III (provisional)		20 points	20 points
Fire Prevention Officer	15 points	15 points	15 points

Other State of Illinois Fire Certifications -

Awareness Level	1 point
All Others Not Listed Above	2 points

Points for progressions within a certification shall be non-cumulative, e.g. EMT-B, EMT-Paramedic, etc. to a maximum of 20 points.

b. Special Teams Credit

Special teams credit shall be earned at a rate of 1 point per year that the individual completed participation on a special team listed herein. To receive credit, an individual must currently be a member in good standing of the special team(s) at the time of the promotional testing process, their participation must be at a level above the minimum requirements to maintain membership on that team(s), and all time credited with points shall only be that which is currently consecutive with uninterrupted continuous service.

Dive-Rescue Team

Fire Investigations Team

Hazardous Materials Team

Technical Rescue Team

Public Education Team

Special teams credit shall not exceed a maximum of 10 points for participation in any one special team and may be combined, provided the maximum is 20 points.

For promotional exams announced in 2013 and 2014, the one year publishing requirement for ascertained merit is waived.

- 6) Seniority – Seniority points shall be calculated and awarded based upon the pool of candidates participating in the promotional process. The most senior candidate (a maximum of twenty (20) years of service may be used) that is participating shall be awarded one hundred (100) percent of the available credit of ten (10) points. Thereafter, each candidate with lower seniority shall be awarded points based upon the fractional result of the less senior candidate's years of service and multiplied by the ten (10) points available. Credit for years of service shall be calculated in full years based upon each candidate's anniversary date falling within the calendar year in which the examination is administered.

For example, the most senior firefighter has twenty (20) years of service and gets the maximum of ten (10) points. The least senior firefighter has twelve (12) years of service. The least senior firefighter would receive $12/20$ or 60% of the maximum seniority points or six (6) seniority points.

Subsection 6 - Scoring of Components

Each component of the promotional test shall be scored on a scale of one hundred (100) points. The component scores shall then be reduced by the weighting factor assigned to the component on the test, and the scores of all components shall be added to produce a total score of one hundred (100) points. Performance ratings will be scored on a one hundred (100) point scale in such a manner that the candidate who achieves the highest rating will receive 100%. Each participant's average rating will then be converted to a percentage of the highest score to obtain the component score for the oral interview and assessment center test components. For example, Candidate A received the highest original rating on the oral interview with a 7.2 and Candidate B received a 5.1. "Converted" scores would be assigned as follows: *Candidate A would receive 100% and Candidate B would receive 70.83% (5.1/7.2)*. In order to be placed on the preliminary promotional list, the candidate must have a combined cumulative score of all components of seventy percent (70%) or greater. Candidates shall

then be ranked on the list in rank order based on the highest to the lowest points scored on all components of the test. Such ranking shall constitute the preliminary promotion list.

Following completion of the preliminary promotion list, education points may be applied. An amount of two (2) points for an associate's degree from an accredited institution, or four (4) points for a bachelor's degree, or six (6) points for a master's degree from an accredited institution shall be applied to the final score of the preliminary promotion list upon a written application for those preference points, with supporting documentation, within five (5) days after the initial posting of the preliminary promotion list. An employee may not combine points for more than one degree but shall be awarded points under the above scale for the highest degree obtained as of the date of the written exam. The preference shall be calculated and added to the total score achieved by the candidate on the test. The appointing authority shall make adjustments to the rank order of the preliminary promotion list based on any education points awarded, if any. A captain participating in the battalion chief process shall be awarded an additional two (2) points to their total score. This adjusted preliminary promotion list shall then be posted at all fire stations and copies provided to the Union and all candidates.

A candidate on the adjusted preliminary promotion list who is eligible for veteran's preference, under the laws and agreements applicable to the department, may file a written application for that preference within ten (10) days after the initial posting of the adjusted preliminary promotion list. The preference shall be calculated as provided under section 55 of the Act and added to the total score achieved by the candidate on the test. The appointing authority shall make adjustments to the rank order of the preliminary promotion list based on any veteran's preference awarded, if any. The final adjusted promotion list shall then be posted at all fire stations and copies provided to the Union and all candidates.

Subsection 7 - Right to Review

The Union or any affected candidate who believes that an error has been made with respect to eligibility to take the examination, examination result, placement, or position on a promotion list, shall be entitled to a review of the matter by the appointing authority. A grievance may be filed as provided by Article 25 of this agreement subject to the following conditions:

- The grievance shall be limited to disputes relating to a claim that the City failed to follow the requirements of this appendix in administering the test;
- The grievance shall not involve any claims relating to disputes over the level of the ratings or points awarded by the evaluator as to any component of the test, other than the accuracy of the computations of the points awarded.
- The grievance shall not involve any claims relating to disputes over the substantive content of any written exam, PPR, or assessment center, including the exam format and design, and the identity of those who conduct such components.

Subsection 8 - Order of Selection

Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since

the posting of the promotion list. If the highest-ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest-ranking person on the list. Unless the reasons for passing over the highest-ranking person are not remedial, no person who is the highest-ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with the grievance procedure in Article 25 of this agreement.

Subsection 9 - Maintenance of Promotional Lists

A final promotional list shall remain valid and unaltered for a period of two (2) years. The City shall take all necessary steps to ensure that the Board of Fire and Police Commissioners maintain in effect current eligibility lists so that promotional vacancies are filled no later than ninety (90) days after the occurrence of the approved vacancy; however, if there is no list in effect subject to Article 18.1 of this agreement, the promotional vacancies will be filled no later than one hundred eighty (180) days after the occurrence of the approved vacancy.

Section 18.2 - Transfers

The City, at the discretion of the fire chief, has the right to transfer employees between stations or assigned work hours as allowed within the provisions of this agreement. Such transfers shall not be made punitively, arbitrarily, or in violation of any article of this agreement.

Notification of all transfers shall be given to the employee in writing not less than fifteen (15) days prior to its becoming effective, except in cases of emergency or special circumstance. All such transfers shall be made in a fair and equitable manner and in the best interest of the department by the fire chief.

If an employee wishes to request a voluntary transfer, the employee shall submit such request in writing to the fire chief for his consideration. This request shall be to his approval or denial in a fair and equitable manner with the best interest and operation of the department of primary concern.

The City shall attempt to provide forty-eight (48) hour advanced notice of any detailed assignment to the employees affected. If an employee is temporarily detailed from his normally assigned fire station location to another fire station or work location at a time outside the employee's regular shift or working time and the forty-eight (48) hours advanced notice is not given, the employee shall be compensated at the overtime rate for the change in work location for that shift or working time. Each temporary detail assignment shall be considered a separate occurrence and compensated as outlined above.

All employees shall also be reimbursed for mileage in personal vehicles utilized to perform detail assignments.

Section 18.3 - Officer Replacement

When a regularly assigned officer is temporarily or unexpectedly absent from a duty assignment the vacant position shall be filled in the following order of priority:

- A. By detailing a floating officer who is working his regular shift and not already assigned to an apparatus or counted as part of minimum staffing requirements as set forth in this agreement.
- B. By recalling a captain or lieutenant from the additional duty assignment (overtime) system.

- C. If the fire department is at or above the minimum staffing requirements of this agreement, and does not need to rehire an officer to meet the minimum staffing provisions, the senior qualified firefighter who accepts the position may temporarily serve as an acting officer, and he shall receive acting out of rank pay for any such time worked. If no one qualified accepts such duty, the fire chief or his designee shall have the authority to assign such duty.

Section 18.4 - Acting Out of Rank

Employees may be required to accept the responsibilities and carry out the duties of the next highest rank under circumstances including, but not limited to, the following. Whenever minimum staffing is being met as defined herein and there is no company officer actually working, on in no cases more than two (2) frontline fire apparatus, or when a battalion chief is not on-duty, designated employees may be assigned to act out of rank in the vacant position. These include the following,

- Whenever minimum staffing is being met as defined herein and there is no company officer actually working, on in no cases more than two (2) frontline fire apparatus, employees of the rank of firefighter or firefighter-paramedic who meet the requirements for promotional testing for fire lieutenant may be assigned to serve as an acting company officer. Acting out of rank assignments shall be assigned in a rotating manner amongst eligible employees on the same shift. An employee acting out of rank as a company officer shall be compensated at the rate of pay associated with the first step for fire lieutenant for all hours worked in an acting position.
- Fire lieutenants may be assigned to serve as an acting captain if a captain is absent for more than thirty (30) days due to extended sick leave, injury or other unanticipated absence other than promotion, retirement, or other reason necessitating promotion. Fire lieutenants assigned to acting captain shall be assigned in a rotating manner first by seniority of those eligible, then strictly by seniority, amongst fire lieutenants within the affected shift. Fire lieutenants may serve as acting captain for up to sixty (60) calendar days no more than twice per calendar year for a total of up to one hundred twenty (120) days per calendar year. An employee acting out of rank as a fire captain shall be compensated at the rate of pay associated with the first step for fire captain while serving in that position.
- Fire captains may be assigned to serve as an acting battalion chief in the absence of the assigned shift officer. Fire captains may be assigned to acting battalion chief if a battalion chief is absent for more than thirty (30) days due to extended sick leave, injury or other unanticipated absence other than promotion, retirement, or other reason necessitating promotion. Fire captains may serve as acting battalion chief for up to sixty (60) calendar days no more than twice per calendar year for a total of up to one hundred twenty (120) days per calendar year. An employee acting out of rank as a battalion chief shall be compensated in the following manner: 5% will be added to the top of the range salary for the captain's position and the hourly rate will be calculated. The captain serving as the acting battalion chief will have his current hourly rate adjusted upward to meet the newly calculated rate while serving in that position.

Upon termination of the acting assignment, the pay rate shall return to the employee's permanent rank held with time in grade.

ARTICLE 19 EDUCATIONAL PROGRAM

Due to the diverse and complex areas of responsibility the firefighters' job involves, the City and the employees agree to work together to improve the firefighters' abilities, performance and qualifications, thus providing the fire department's essential services to the community at or above the high standards presently attained.

The department will provide in-service training with the objective of furthering the firefighters' abilities, performance and qualifications. Furthermore, the firefighters shall be encouraged to attend educational classes, conferences, seminars, or other functions of similar nature intended to improve, upgrade, or recertify the firefighters' skill and professional ability in the fire service. Such educational opportunities shall be posted on the training board in each station.

The City reserves the right to establish the educational, training, and/or experiential qualifications employees must possess in order to acquire employment with the City. Any change in the education, training, or other qualifications of the employees once employed by the City shall be made by the City only if it is directly job related, a reasonable amount of time is given to achieve the new level of ability, and the employees are able to have input into any such changes. The City shall pay for the cost of any such required job related increase in educational, training, or other qualifications.

The City shall support firefighter training at the following levels:

- Mandatory training shall consist of those courses, curriculums, or certifications which the City mandates for all personnel. Leave from duty shall be granted to department personnel for attendance at mandated training. Personnel shall receive their normal salary while attending school and shall receive overtime pay, if applicable. The City may, at its discretion, temporarily assign the employee to a forty (40) hour workweek to facilitate attendance at mandated training. The City acknowledges its commitment to provide worker's compensation coverage.
- Specialty training shall consist of those courses or curriculums at which the fire chief, by virtue of individual circumstances or involvement with specialty teams or assignments, mandates attendance of individual personnel. Leave from duty shall be granted to department personnel for attendance at specialty training. Personnel shall receive their normal salary while attending school on-duty and shall receive overtime pay, if applicable. The City may, at its discretion, temporarily assign the employee to a forty (40) hour work week to facilitate attendance at mandated training. The City acknowledges its commitment to provide worker's compensation coverage.
- Elective training shall consist of those courses, curriculums, or certifications, which are job related but not mandated or required for the employee's assigned position. Employees attend elective training for the purpose of personal enrichment or for advancement in the fire department. Leave of duty may not be granted to department personnel for attendance at elective training, unless otherwise approved by the fire chief in a specific instance. Personnel attending elective training shall do so on their own time.

The grievance procedure set forth in this agreement shall be the process available to resolve any disagreements related to educational matters.

The City will reimburse all employees for any costs incurred for tuition, course costs, fees, and books upon the successful completion of approved courses, schools, training classes, conferences, seminars and other functions of a similar nature related to the fire service area. Such educational reimbursement shall not be less than that outlined in the City Personnel Policy Manual, as amended from time to time, which specifies the conditions under which all City employees will be equally reimbursed for all other educational assistance. All such cases shall require prior approval utilizing the forms and processes provided for such purpose. In any such case approval shall not be unreasonably denied.

An employee may request to attend elective training class/courses, while on duty, if the department is over the minimum staffing requirements and there is no additional cost to the City. There shall be no requirement on the City for the fire chief to allow on duty employees to attend elective training sessions. Employees may choose to use scheduled benefit time (vacation or personal day) to reserve a time slot on the FLSA calendar in order to attend elective training. If on the day of the training, the department is above minimum staffing and there is no overtime liability to the City for allowing the employee to attend, the City will not charge the employee his/her scheduled benefit time. The City reserves the right to cancel attendance at any training due to budgetary, staffing, or operational reasons. Such training will normally be rescheduled to a later date whenever possible.

The City will make a reasonable and sincere attempt that any and all notices, calendars, brochures, or other offering of fire service or job related training should be promptly posted in each station and available to all employees.

The following is a list of, but not limited to, the minimum courses approved for attendance at or participation in, including reimbursement under the terms of the educational program as included in this agreement. The courses set forth below include many but not all of the fire service related courses available to the employees and does not in any way reduce the availability of any class, course, seminar, conference, or other job related training opportunity not listed. Any class, course, seminar, conference, or other job related training not included below will be approved in accordance with the provisions of this agreement. In no case will the employee receive an educational program/reimbursement level below that of any other City employees.

The details below are a guideline for approved courses and prerequisites for attending classes. The fire chief may approve the course before the prerequisites below are met if such approval is done equally to all employees or to make the educational program/reimbursement equal to that of other City employees. No employee under this section shall be guaranteed course approval for more than two (2) courses, classes, seminars, etc. in any one (1) fiscal year. The City reserves the right to cancel attendance at any training due to budgetary, staffing, or operational issues. Such training will normally be rescheduled to a later date if possible.

Following successful completion of the probationary period:

- Advanced Technician Firefighter (Includes Office of the State Fire Marshal prerequisites)
- Other courses, seminars, etc. approved by the Fire Chief.

Employees following certification as Firefighter III/Advanced Technician Firefighter:

- Other courses, seminars, etc. approved by the fire chief.

ARTICLE 20 INSURANCE

Section 20.1 - Liability Coverage

The City will maintain liability coverage with the employees, as a group and including all fire department employees, named as insured.

Section 20.2 - Life and Health Insurance

The employees covered by this agreement shall receive the same life and health insurance as provided to all other City employees. Employees' dependents, as defined by the City's insurance carrier, are to be included in the medical coverage.

In cases of denied or disputed claims, the City will on request investigate the dispute, and if the City determines that the claim is valid, the City shall provide reasonable assistance to the employee in making an appeal to the insurance carrier, provided the terms of the applicable policies shall govern eligibility for any benefits and no disputes shall be subject to the grievance procedure of this agreement.

The employees shall be given, upon request, the current explanation of the insurance program and coverage.

Employees shall pay twenty-five percent (25%) of dependent coverage for health care costs. The dependent health care costs shall be calculated based on the city's procedure in effect on May 1, 1994.

The employee shall be allowed to participate in the City Healthy Program.

ARTICLE 21 CLOTHING ALLOWANCE

Section 21.1 - Uniforms and Gear

The City shall provide all required uniform, turnout gear, identification, and personal protective equipment at the time the employee begins full-time employment in the fire department.

The parties agree that the City shall provide any and all replacements of required uniform, turnout gear, identification and personal protective equipment at the time needed as set forth hereinafter.

An employee in need of required uniform, turnout gear, identification, and personal protective equipment or replacement of said items shall contact the quartermaster, whom shall be designated by the fire chief. The quartermaster shall deem if the need exists and then, if there is a need for appropriate items, a written requisition form shall be forwarded to the fire chief or his designee. Two employees who agree to be assistant quartermasters, appointed by the fire chief, shall assist the quartermaster with processing of inventory and requisitions, distribution of new uniforms and PPE, collection of returned items, and to assure equal representation and accessibility on all three shifts. Within ten (10) calendar days, except in special circumstances, of the fire chief or his designee receiving such written request for uniforms, turnout gear, identification, or personal protective equipment, the requested items shall be delivered to the quartermaster or designated assistant for distribution to the employee.

In no reasonable case shall any uniform, turnout gear, identification, or personal protective equipment item that has been deemed to be in need of replacement by the quartermaster or designee be refused when the appropriate written requisition is completed and forwarded to the fire chief or his designee

without written reasons why the item requested has not been ordered or will not be delivered in the set forth timely manner. The grievance procedure set forth in this agreement shall be the available method to resolve any disagreements related to the clothing allowance matters.

The following items generally describe the regulation uniforms of the St. Charles Fire Department issued after May 1, 1990, and shall be in accordance with N.F.P.A. Standards. It is further agreed that the style, make, color, and any changes in the minimum uniform requirement or optional clothing may be recommended by the health and safety committee and approved by the fire chief. It is also agreed that any changes approved by the fire chief shall not be unreasonable or unsafe.

The minimum uniform requirements are as listed herein:

Six (6)	Pair Duty Uniform Pants
Six (6)	Duty Uniform Shirts (Button Down or Polo)
Six (6)	Fire Department Issued T-Shirts
Two (2)	Duty Sweatshirts
One (1)	Windshirt
One (1)	Dress Uniform Jacket
One (1)	Pair Dress Uniform Pants
One (1)	Dress Uniform Shirt
One (1)	Uniform Cap
One (1)	Tie (Black)
One (1)	Fire Department Baseball Cap
One (1)	Winter Uniform Coat
One (1)	Pair Leather Dress Shoes
One (1)	Black Leather Belt

The Minimum turnout gear and personal protective equipment requirements are as listed herein:

One (1)	Helmet
One (1)	Turnout Coat
One (1)	Pair of Suspenders
One (1)	Pair Bunker Pants
One (1)	Pair Leather Bunker Boots
Two (2)	Pair Fire Gloves
One (1)	Flash Hood
One (1)	Face Shield
One (1)	Flashlight
One (1)	SCBA Face Piece
One (1)	Pair of Safety Glasses

The Class B duty uniform shall consist of the following department issue: blue pants, blue polo shirt or button down uniform shirt (with appropriate insignia), black belt and black station boots. Employees may wear either the button down shirt or polo shirt however each must meet the uniform inspection standard according to departmental rules.

Employees shall be reimbursed up to \$175 for each year of this agreement for the purchase of approved station footwear with prior approval of the quartermaster or designee.

Section 21.2 - Personal Property

Personal property required to be carried on duty, such as a watch or glasses shall be repaired or replaced with a comparable item, not to exceed \$200, in the event of damage pursuant to assigned duties, with prior approval by the fire chief or his designee. An accident report must be completed to receive compensation.

Section 21.3 - Employee Responsibility

The employees are responsible for proper use and care of such equipment, and negligent use could result in disciplinary action.

ARTICLE 22 RETIREMENT, RESIGNATION, AND TERMINATION

Section 22.1 - Accrued Sick Time

If the employee resigns in good standing he will be eligible for payment of all unused sick leave up to the maximum set forth hereinafter or in force at the time of hire.

- A. Employees in full-time employ of the City prior to May 1, 1986, are eligible for payment to a maximum of 600 hours of accrued sick leave.
- B. Employees entering the full-time employ of the City on or after May 1, 1986, are eligible for payment to a maximum of 450 hours of accrued sick leave.

In good standing is defined as, but not limited to:

- A. Resignation by a full-time employee with at least two (2) weeks' notice.
- B. Permanent lay-off by the City or changing to another City department.
- C. Retirement, if at least two (2) weeks notice is given.

Not in good standing is illustrated, but not limited to, the following:

- A. Termination by the fire chief and the Board of Fire and Police Commissioners for disciplinary reasons with just cause.
- B. Abandonment of the position.

Section 22.2 - Accrued Benefits

At the time of termination for any reason, such as retirement, resignation, discharge, or death, the employee shall receive payment for any and all benefits, which the employee has accrued.

Section 22.3 - Deferred Compensation Plan

The employees covered by this agreement shall be eligible to participate in any deferred compensation program that the City currently has or may establish on the same terms and conditions that are applicable to any other City employees. The deferred compensation plan shall be set up and function under the rules and requirements of the IRS section 457.

Section 22.4 - Retirement Insurance Plan

The City and the employees are looking toward establishment of an employee-sponsored Retiree Health Savings (RHS) Plan. The Retiree Health Savings (RHS) Plan shall be administered by ICMA Retirement Corporation or comparable group acceptable to the City and the employees. The purpose of the Vantagecare RHS or comparable plan shall be to allow the employees to accumulate assets in order to pay medical and other eligible expenses at and during retirement.

The employees covered by this agreement shall have the ability to participate in any Retiree Health Savings (RHS) or comparable plan at not less than the terms and conditions that are applicable to other City employees. It is further agreed that the City and the union will meet and bargain in good faith to establish the specific terms and conditions of the fire department Retiree Health Savings or comparable plan. The result of the negotiations shall be reduced to writing, signed by both parties, and included as a side letter to this contract.

ARTICLE 23 DRUG AND ALCOHOL TESTING

Drug and alcohol testing shall be conducted in accordance with the procedures specified in Appendix D.

ARTICLE 24 GENERAL CONDUCT AND DISCIPLINE

Section 24.1 - General Conduct

As a member of public service, firefighters shall conduct themselves in a manner so as to bring credit upon the City, the fire department and the firefighters and abide by the reasonable rules and regulations set forth by the Board of Fire and Police Commission as amended from time to time, the Illinois Revised Statutes, the reasonable rules and regulations of the City and rules referred to in Section 7.1.

Section 24.2 - Discipline

If the City has reason to discipline or reprimand an employee, it should be done in a manner that is fair, equitable, and will not embarrass or degrade an employee before any other employee or member of the public. Disciplinary actions instituted by the City shall be for documented just cause, enforced in a fair and equitable manner, and dependent on the situation involved.

Section 24.3 - Off Duty Misconduct

The City may only discipline employees for off-duty misconduct where such conduct may adversely affect the employee's performance of his work duties or ability to function with others in the department or adversely affects the department's effectiveness in the community. There must be a reasonable and direct relationship demonstrated between the grounds for discipline and either the employee's ability to accomplish his or her duties satisfactorily or some other legitimate department interest.

When an employee is alleged to have engaged in serious misconduct, but the City has not had sufficient opportunity to investigate the allegations to make a disciplinary determination, the City may place the employee on administrative leave with pay pending the initial hearing or final outcome of the investigation.

Section 24.4 - Standards and levels of discipline

Non-probationary employees shall be disciplined only for just cause. As a general rule, the City will follow principles of timely progressive discipline for the purpose of encouraging corrective employee action where minor offenses are involved, but not where the offense is substantial and

serious. Where the City believes just cause exists to institute disciplinary action, it shall have the option to assess the penalties of:

- Oral Warning
- Written Reprimand
- Suspension
- Discharge

Section 24.5 - Notification and Review

For any discipline that may lead to a written reprimand or greater, prior to taking any final disciplinary action, the City shall notify the employee of the reasons for such contemplated disciplinary action. Notification shall include:

- Allegation of violations of Rules and Regulations
- Statement of charges describing the alleged conduct giving rise to the possible discipline
- Employee's right to union representation

Once this investigation has been completed, the fire chief and/or his designee will make every attempt to share with the union representative(s) information from the investigation needed to properly represent the employee at a pre-disciplinary meeting while maintaining confidentiality of the information shared.

Except as otherwise provided herein, disciplinary actions must be purged from all records as soon as twelve (12) months have elapsed since the employee was last warned for the offense, at the employee's request to the human resources department. Letters regarding violence in the workplace (as defined by city policy), harassment (as defined by city policy), and theft shall be purged from all records as soon as five (5) years have elapsed, at the employee's request to the human resources department.

An Employee shall be able to put a letter into his file, which refutes the content or conclusions of any letter against him contained in his file.

Except as provided otherwise herein, the grievance and arbitration procedure set forth in this agreement is the available means for appealing disciplinary action, with the exception of oral warnings which may be appealed but are not arbitral.

If an employee is found to be unjustly suspended, the employee shall be reinstated with full compensation for all lost time and his record will be cleared of the suspension and charges.

The City and the association do mutually agree that the Illinois Firemen's Disciplinary Act, 50ILCS 745/ of the Illinois Compiled Statutes, as amended, shall become incorporated into this agreement as if fully set forth herein.

Section 24.6 - Personnel Records

The City maintains an official personnel file on each employee in the human resources department. These personnel files and their contents are confidential and shall be kept secure at all times. The fire chief, his designee, and the human resource department shall be the only authorized persons with access to the files, except as set forth hereinafter. The Personnel Record Review Act, 820ILCS 40/ shall be incorporated into this agreement as if fully set forth herein.

An employee can inspect the contents of his personnel or training file at any reasonable time and in the presence of the human resources department. The employee will also be able to obtain copies of the contents and add any materials he deems necessary for his file. The employee must request in writing the removal of any disciplinary materials which may no longer have a bearing on the employees' performance review, such disciplinary records will have a stated time limit when they are eligible to be removed.

ARTICLE 25 GRIEVANCE AND ARBITRATION

Section 25.1 - Scope and Purpose

The most effective accomplishment of the work of the City requires prompt consideration and equitable adjustment of employee misunderstandings and grievances. A grievance is defined as a complaint or a difference of an opinion between an employee or the union and the City, with respect to an alleged violation, misinterpretation, or misapplication of a specific provision of this agreement.

It is the desire of the City to adjust misunderstandings and grievances informally, and both supervisors and employees should make every effort to resolve problems as they arise. Lacking an opportunity to discuss and adjust grievances leads to employee dissatisfaction. This in turn may be reflected in job performance and adversely affect the high standards of service our City strives to provide. Therefore, good employee relations are good business.

Section 25.2 - Grievance Form

Employees, or the association, who desire to pursue a grievance must file a written form, at each level, within the time period provided below. Example of the grievance form is provided as Appendix B.

Section 25.3 - Grievance Procedure

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within ten (10) calendar 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 employee would not normally be aware of it within the applicable period, then time would commence within ten (10) calendar days after the employee reasonably should have been aware of that event, in accord with the following procedure:

- Step 1 - An employee who has a question or dispute shall submit the grievance form as follows:
Employees assigned to a 24-hour shift shall submit their grievance form to his/her battalion chief within ten (10) calendar days of the incident. Employees assigned to a 40-hour workweek in the fire prevention bureau shall submit the grievance form to the assistant chief of support services within ten (10) calendar days of the incident. Unless the grievance is presented within this time frame, it shall be deemed not to exist. If the employee's regular battalion chief or the assistant chief of support services is absent or unavailable during the period of time in which a grievance must be filed, then the grievance shall be presented to the assistant chief of administration. The battalion chief or the assistant chief, if applicable, shall offer to meet with the grievant(s) and a union representative to discuss the grievance within ten (10) calendar days of the receipt of the grievance from the grievant(s). The battalion chief or assistant chief or his designee shall render a written response to the grievant(s) and the union within ten (10) calendar days after the step one grievance meeting. If no such meeting is held, then the battalion chief or the assistant chief or his designee shall respond to the grievance within ten (10) calendar days of his receipt of the grievance from the grievant. A copy of the grievance and the

response will also be forwarded to the human resources director and fire chief. If the grievant is dissatisfied with the response of the battalion chief or assistant chief, the grievant(s) may initiate Step 2 of this procedure.

Step 2 – The grievance form shall be submitted to the fire chief within ten (10) calendar days of the battalion chief's or the assistant chief's decision in Step 1. The fire chief shall make a separate investigation, including meeting with both the grievant(s) and a union representative to discuss the grievance within ten (10) calendar days after receipt of the grievance from the grievant. The fire chief or his designee shall render a written response to the grievant(s) and the union within ten (10) calendar days after the Step 2 grievance meeting. If no such meeting is held, then the fire chief or his designee will respond to the grievant(s) in writing within ten (10) calendar days of the receipt of the grievance. A copy of the grievance and the response will also be forwarded to the human resources director and city administrator. If the grievant(s) or union is dissatisfied with the response of the fire chief, the grievant(s) or union may initiate Step 3 at that time.

Step 3– If the grievance is not settled in Step 2 of the grievance process and the grievant(s) or the union decides to appeal, the grievant(s) and/or the union officers shall, within fifteen (15) calendar days after the receipt of the Step 2 response submit the grievance form to the city administrator. The city administrator shall review the matter in detail and meet with the grievant(s) and the union officers at a mutually agreeable time within fifteen (15) calendar days of the receipt of the grievance. The city administrator shall give his written response within fifteen (15) calendar days of this meeting.

Section 25.4 - Arbitration

If a timely grievance has not been resolved within fifteen (15) calendar days after receiving the reply from Step 3 from the city administrator or his designee and if no request for arbitration is made within that time frame, the matter shall be deemed withdrawn or waived.

If a grievance is not settled during the above steps, the grievance may be taken to arbitration only by the union.

If arbitration is requested within the timeframe, by the union, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a panel of five (5) recognized arbitrators from which one (1) will be chosen by alternate striking of names. The request shall specify that the panel be composed only of arbitrators who are members of the National Academy of Arbitrators and a resident of Illinois, Iowa, Wisconsin, or Indiana.

The party who strikes first shall be determined by a coin flip. The name remaining on the list after the other names have been stricken shall be the arbitrator. Either party may reject one entire panel.

The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to amend, modify, nullify, ignore, add, or subtract from the provisions of this agreement. The arbitrator shall only consider and make a decision with respect to the specific issue submitted and shall have no authority to make a decision on any other issue not submitted to him. In the event the arbitrator finds a violation of the terms and conditions of this agreement, the arbitrator shall formulate an appropriate remedy. The arbitrator shall have no authority to extend time limits for filing of the grievance or appeal to arbitration. If the grievance raises issues not addressed by the terms of this agreement, the arbitrator shall so rule and make no further comment on the matter.

Expenses for the arbitrator's services, if any, shall be shared equally by the parties. Each party shall be responsible for compensating its own witnesses. If either party desires, a record of the proceedings shall be made, and the cost of the court reporter shall also be shared equally by both parties.

The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the terms and conditions of this agreement to the facts of the grievance presented. A decision consistent with the terms of this agreement and not exceeding the arbitrator's authority, as limited herein shall be final and binding.

Section 25.5 - Board of Fire and Police Discipline

All non-probationary employees facing disciplinary charges with the Board of Fire and Police Commissioners of the City of St. Charles ("Board") shall have the right to choose between having disciplinary action resolved through a hearing before an arbitrator selected upon the grievance/arbitration procedure of this agreement or, alternatively, by a hearing conducted by the board.

If the fire chief files charges with the board, a grievance may be filed by a member of the union executive board ("union") contesting whether just cause exists for such action according to the following procedure:

- 1) At the time that the fire chief files charges with the board, he shall notify the affected employee and the union of such action, including the specifically recommended discipline.
- 2) The union may then file a grievance contesting the just cause of the disciplinary action. Such grievance shall be filed in accordance with Section 25.4.
- 3) If a grievance is filed, it may be referred to arbitration in accordance with the provisions of Section 25.4.
- 4) If the grievance is referred to arbitration by the union, the following additional conditions shall apply:
 - a. The notice to refer the disciplinary grievance to arbitration shall be signed by the union's designated representative and shall also contain a signed statement from the affected employee waiving any and all rights he/she may have to a hearing before the board or to appeal the board's actions on the charges to the courts pursuant to the Administrative Review Act.
 - b. Upon receipt of such notice referring the grievance to arbitration, the board shall issue an order implementing the fire chief's recommendation for discipline within fifteen (15) days of the filing of the union's notice of referral to arbitration without further hearing. If the board fails to act within such period, it shall be deemed to have issued a decision upholding the charges and recommended discipline as filed by the fire chief. In either event, the grievance as to whether such board action is supported by just cause shall be heard before an impartial arbitrator as provided in of the grievance procedure (Section 25.4) unless the grievance is settled upon terms acceptable to the union, the employee, and the City.

- 5) If no grievance is filed by the union or the union does not refer the grievance to arbitration, the charges shall proceed to a board hearing and a determination shall be made by the board.

Section 25.6 - Other Provisions

Any complaint other than a grievance, as defined, shall be handled by the procedure as outlined in the City Personnel Policy Manual.

At any time after a grievance has been filed, the City or its' agents and the employee's or the union may agree to settle the grievance. In any case, the terms of the settlement shall be in writing, dated, signed by both parties, and shall not be inconsistent with the terms of this agreement.

At any time during the grievance procedure a union officer may be present, with or without the employee, to have a grievance heard and resolved. The names of the union officers or other authorized union representatives who may represent employees at any step of the grievance procedure shall be forwarded annually to the fire chief by the union in writing.

A grievance may be presented at a step other than the first step in cases that do not involve an immediate supervisor. Furthermore, if the grievance is not appealed to the next step within the specified time limit or any agreed to extension, it shall be considered settled on the basis of the City's or its agent's last answer.

Nothing in this agreement prevents an employee from presenting a grievance to the City and having the grievance heard and settled without the intervention of the union, provided that a union officer is afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with the terms of this agreement.

Section 25.7 - Impasse Arbitration for Contract Negotiations

Should arbitration be invoked during contract negotiations, the parties agree to waive the panel selection in subsection 14 of the Act and select an impartial arbitrator as provided in Section 25.4 of this agreement.

ARTICLE 26 EMERGENCY MEDICAL SERVICES (EMS)

Section 26.1 - Paramedic Positions

All employees hired on or after May 1, 2003, and all existing employees who were directed to obtain and maintain EMT-Paramedic (EMT-P) license prior to June 1, 2002, shall maintain their EMT-P license as a condition of employment. The exceptions to this condition are that employees can opt out pursuant to the procedures included in this agreement, or the fire chief may grant written permission to an employee to discontinue their EMT-P license. Illinois Department of Public Health licensure/re-licensure for EMT-P will be paid by the City.

Section 26.2 - Emergency Medical Technicians

All current employees presently holding an EMT-B license or presently holding an EMT-P license that opt out of paramedic status, pursuant to the procedures included in this agreement, shall maintain such license during the term of this agreement. Furthermore, all employees hired on or after May 1, 2003, shall maintain their EMT-B license as a condition of employment should they

opt out of paramedic status, pursuant to the procedures included in this agreement. Illinois Department of Public Health licensure/re-licensure for EMT-B will be paid by the City.

Section 26.3 - Good Faith Effort

The employees shall make a good faith effort to obtain and maintain their license as EMT-P or EMT-B. An employee's failure to make, in the fire chief's judgment, a good faith effort to obtain and maintain their EMT-P or EMT-B license shall be subject to disciplinary action. Current employees, as of May 1, 2003, not presently holding an EMT-B license shall be encouraged to but not required to obtain that license during the term of this agreement.

An employee hired after May 1, 2003, who makes, in the fire chief's judgment, a good faith effort but nevertheless fails to successfully obtain/maintain an EMT-B or EMT-P license, shall be given one (1) additional opportunity to obtain or retain license as an EMT-B or EMT-P. The City will refund to the employee, upon submission of appropriate receipts or documentation for the direct costs for retraining, such as tuition, fees, and books. Expenses for mileage, meals, and time will not be reimbursed.

Section 26.4 - Number of Paramedics

The fire chief shall establish no later than January 1 of each year, following discussion and consideration at a labor-management meeting for the purpose of determining the number of EMT-P positions needed for that year, the number of bargaining unit employees assigned to shift work who must maintain a current EMT-P license. The fire chief shall have the right to revise the number of required EMT-P's annually following the above procedure.

The fire chief shall, on an annual basis or any time there is a change, advise the union president of the number of employees who must maintain a current EMT-P license.

Section 26.5 - Opt Out Provisions

Employees hired prior to May 1, 2008, may exercise the option to opt out of licensure as an EMT-P as specified below. If the number of employees who have EMT-P exceeds the number the fire chief has established, as required for EMS operations, employees up to the number in excess of the number that the fire chief has established shall have the right to be relieved of the requirement that they maintain their EMT-P license subject to the following:

- A. Employees completing school and receiving license with identical dates shall be placed on the EMT-P seniority list following department seniority.
- B. Employees shall notify the fire chief in writing of their desire to discontinue their license provided they have been licensed and functioning as EMT-P's for at least four (4) years with the St. Charles Fire Department.
- C. If the number of employees who request to discontinue their EMT-P license would result in a number of EMT-Ps dropping below the number established by the fire chief, preference shall be given to employees based on seniority, with employees who have the highest number of years of service as an EMT-P with the St. Charles Fire Department having priority.
- D. Employees hired after May 1, 2003, shall maintain their EMT-B license at a minimum if they opt out of paramedic status.
- E. Employees hired after May 1, 2008, who hold the rank of paramedic/firefighter, shall maintain their EMT-P license as a minimum requirement of their continued employment with the City.

Employees hired after May 1, 2008, who hold the rank of lieutenant or captain may exercise the option to opt out of licensure as an EMT-P as defined by this agreement.

- F. Any bargaining unit employee, who was previously permitted to drop their EMT-P license, and subsequently restores their EMT-P license with any EMS System at any time during their term of employment with the City, must immediately inform the fire chief. Upon restoration of EMT-P licensure, the employee must successfully test into the current EMS system as an EMT-P within 90 days of restoration and must function under the auspices and approval of the current EMS system serving the St. Charles Fire Department, regardless of any other standing he or she may possess with another EMS system.

Section 26.6 - Emergency Medical Training

The City shall make appropriate arrangements for employees to undertake the necessary courses of study, practical experience, and other prerequisites to obtaining and/or maintaining EMT-P and/or EMT-B licenses. This includes paying the direct cost of the training in accordance with present practice.

Any required EMT-P or EMT-B training which occurs outside the employee's regularly scheduled hours of work, and which has been approved by the fire chief or his designee, shall be compensated at the overtime rate of one and one-half (1 ½) times the employee's regular hourly rate of pay.

In addition, the necessary continuing education hours needed to maintain the EMT-P or EMT-B license, if they occur outside the employee's regularly scheduled hours of work, and has been approved by the fire chief or his designee, shall be compensated at the overtime rate of one and one-half (1 ½) times the employee's regular hourly rate of pay. Any clinical hours above the required hours, that occur outside the regularly scheduled hours of work, shall not be considered compensable time.

Section 26.7 - Annual Continuing Education

It shall be the responsibility of the department to provide the mandated hours and topics of annual continuing education to the employees. The department shall work to coordinate a majority, or if and when possible all, continuing education for employees holding EMT-P and EMT-B licenses during regular working hours for the shift personnel.

It shall be the responsibility of all EMT-P's and EMT-B's to obtain the mandated hours of annual continuing education and to submit documentation of these hours to the EMS coordinator prior to the last day of the year.

Section 26.8 - Paramedic Preceptors/Facilitators

The preceptor/facilitator position is a voluntary position providing EMS field training, to, but not limited to, intern EMT-P's during their licensing process, EMT-P students, EMT-B students, and other department licensed EMT-P's and EMT-B's. Preceptors/facilitators also participate with the instruction of various forms of EMS continuing education programs.

If there are an insufficient number of preceptors who volunteer, EMT-P's who meet the following criteria may be assigned for a term of one (1) year with a minimum of one (1) year between required assignments. The qualifications for the position of preceptor/facilitator are:

- A. At least one (1) year experience as a licensed EMT-P for the St. Charles Fire Department and in the Southern Fox EMS system.
- B. Possesses a sound knowledge of EMS theory and skills and the ability to instruct, coach, and guide.
- C. Have no previous sustained complaints of misconduct or malpractice in the EMT-P's personnel file within the past twelve (12) months.
- D. Maintain current good standing with the department, EMT-P continuing education requirements, and any and all EMS quizzes and examinations.
- E. Endorsement and unanimous agreement of the fire chief, department EMS coordinator, EMS system director, and the union president.
- F. Temporary assignments due to preceptor absence must meet all of the above.

The fire chief shall determine the number of preceptors necessary for elective education and training purposes.

Section 26.9 - Preceptor Pay

Employees serving as a paramedic preceptor shall receive a \$520 preceptor pay annually. This amount shall be divided by twenty-six (26) and paid to the qualifying employees equally over the twenty-six (26) pay periods of the year.

Section 26.10 - Probationary Firefighter/Paramedic

Probationary firefighters hired with EMT-P licenses shall maintain that license. Continuing education hours completed outside of regularly scheduled hours of work, and approved by the fire chief or his designee, shall be compensated at the overtime rate of one and one-half (1 ½) times the employee's regular rate of pay as set forth in this agreement.

The probationary firefighter shall be required to successfully test into the Southern Fox EMS system within ninety (90) days of their employment with the City. While the firefighter is in his probationary period, the EMS coordinator will assist the employee in obtaining the right to function in the Southern Fox EMS system.

Section 26.11 - Department EMS Coordinator

The fire chief shall designate a department EMS coordinator. The department EMS coordinator shall be a bargaining unit employee of the rank of Lieutenant or higher. The department EMS coordinator shall supervise the EMS operation and function of EMS personnel within the department.

The department EMS coordinator shall report directly to a battalion chief as designated by the fire chief. The battalion chief will serve as the department's EMS director, and shall have overall department EMS administrative responsibilities.

Section 26.12 - Notice and Medical Treatment

The City acknowledges its obligation for notification and treatment under 29 Code of Federal Regulations, Part 1910.1030 Bloodborne Pathogens as adopted in reference by the Illinois Department of Labor for employees' occupational exposure to blood or other potentially infectious materials.

ARTICLE 27 FIRE PREVENTION BUREAU (FPB)

Section 27.1 - Fire Prevention Bureau Positions

The department may create fire inspector positions within the fire prevention bureau (FPB). These positions shall be filled with bargaining unit employees at the rank of lieutenant.

Section 27.2 - Filling Fire Prevention Bureau Positions

Where there is a vacancy in the fire prevention bureau, the assignment to the fire inspector position in the fire prevention bureau shall be made in the order as set forth in this agreement.

All lieutenants will be given an opportunity to request assignment to the fire prevention bureau. Furthermore, there shall be an annual FPB bidding by seniority, from the officer rank(s) involved, for any open position(s) in the fire prevention bureau. This annual bidding shall be completed prior to the annual vacation sign up procedure for the upcoming calendar year.

Assignment to the fire prevention bureau shall be as set forth hereafter:

- A. First, from among the lieutenants who volunteer for such assignment.
 - 1) The officer(s) by seniority and currently certified as a fire prevention officer I shall have priority for the position.
 - 2) The officer(s) by seniority without certification as a fire prevention officer I shall have next priority for the position should it not be filled from the previous group.
- B. Second, if there are no volunteers or if there are an insufficient number of volunteers, the lieutenants with the least departmental officer seniority in the affected rank shall be assigned to fill the position in the reverse order of seniority until all needed fire prevention positions are filled. If the least senior lieutenant has served his complete term and no lieutenant promotion(s) have been made, the least senior lieutenant shall remain assigned to the fire prevention bureau until a lieutenant promotion occurs.

Any lieutenant who obtains his FPO I certification while in the bureau must serve one (1) additional year in the bureau, unless another lieutenant with FPO I requests or bids for the bureau position or there is a less senior lieutenant with FPO I.

Section 27.3 - Duration of Fire Prevention Bureau Assignment

Fire prevention assignments shall normally commence at the beginning of the first full pay period in the calendar year. Each initial assignment to the fire prevention bureau, whether voluntary or assigned, shall be for a period of not less than two (2) years. The only exception to this is for any lieutenant assigned to the fire prevention bureau prior to June 30 of that calendar year, the lieutenant will serve the balance of the calendar year and one (1) additional calendar year. For lieutenant(s) assigned to the fire prevention bureau after June 30 of that calendar year, the lieutenant will serve the balance of that calendar year plus an additional two (2) calendar years. Fire prevention bureau assignments shall end at the conclusion of the last full pay period in the calendar year. The fire prevention bureau bidding/assignment process shall be completed on an annual basis and prior to the vacation calendar sign-up.

An officer that is working in the fire prevention bureau shall be able to remain in that capacity if he chooses to remain in that position, as approved by the fire chief, during the annual FPB bidding system, with no limit to the number of terms the lieutenant can choose to maintain that position on an annual renewal basis. Should a lieutenant be forced to fill a vacancy in the fire prevention

bureau, the lieutenant shall be able to return to a fire suppression assignment as outlined in this agreement.

Section 27.4 - Return to Fire Suppression Assignment

When an equivalent position becomes open or available in fire suppression, the lieutenant in the fire prevention bureau assignment(s) will have the option to return to fire suppression duties on a seniority bid basis only when the term is completed or the employee has been promoted. In addition, the lieutenant may elect to return to fire suppression by seniority during the annual FPB bidding if the lieutenant has seniority and elects not to remain in a FPB assignment for the next calendar year.

Section 27.5 - Holidays

The officer(s) working in the fire prevention bureau shall have the same union holiday schedule as the employees covered by this agreement and outlined in this agreement. The FPB officer(s) shall receive the holiday(s) off with pay. If the officer(s) are working a temporary shift assignment on a holiday they shall be paid in accordance with the provisions of this agreement.

Section 27.6 - Vacation

Upon assignment to the fire prevention bureau, whether voluntary or required, the officer(s) shall retain all of their accrued vacation time. If or when an officer returns to a fire suppression assignment, the officer(s) will also retain all of their accrued vacation time.

Officer(s) shall accumulate vacation time in accordance with the provisions of this agreement.

Years of Service	Annual Amount Earned	Accumulation Rate
1-4	10 days	3.08 hours bi-weekly
5-9	15 days	4.62 hours bi-weekly
10	16 days	4.93 hours bi-weekly
11	17 days	5.24 hours bi-weekly
12	18 days	5.54 hours bi-weekly
13	19 days	5.85 hours bi-weekly
14	20 days	6.16 hours bi-weekly
15	21 days	6.47 hours bi-weekly
16	22 days	6.77 hours bi-weekly
17	23 days	7.08 hours bi-weekly
18	24 days	7.39 hours bi-weekly
19	25 days	7.70 hours bi-weekly

Vacation sign up and usage by officer(s) assigned to the fire prevention bureau shall be separate from the regular fire suppression employees. An officer(s) shall be able to choose any day for vacation time off with the provision that one member of the fire prevention bureau, including the assistant chief FPB, should be working during regular business hours, except as approved by the fire chief. If the officer(s) move to a fire prevention bureau position, any and all vacation previously scheduled shall be honored. Further details of the vacation sign up and usage for the officer(s) assigned to the FPB shall be as outlined in this agreement and the vacation sign up system mutually agreed to between the City and the union which will be reduced to written procedure and included as a side letter to this agreement.

Section 27.7 - Personal Time

The officer(s) assigned to the fire prevention bureau, whether voluntary or required, shall receive forty-two (42) hours of personal time annually. Personal time may be scheduled off as outlined in this agreement.

Section 27.8 - Sick Time

Upon assignment to the fire prevention bureau, whether voluntary or required, the officer(s) shall retain all of their accrued sick time. If or when an officer returns to a fire suppression assignment, the officer(s) will also retain all of their accrued sick time.

While assigned to a fire prevention bureau position, the officer(s) shall accumulate sick time at a rate of eight (8) hours per month, with no maximum to the amount accumulated.

Section 27.9 - Fire Prevention Bureau Work Schedule

Bargaining unit members assigned to the fire prevention bureau shall be assigned to a forty (40) hour work week. For purposes of Section 7K of the FLSA, the City has adopted a seven (7) day work period for each bargaining unit employee assigned to a forty (40) hour work week in the fire prevention bureau. Scheduled work days shall normally consist of five (5) consecutive eight (8) hour days including a thirty (30) minute paid lunch period beginning at 8:00 a.m., Monday through Friday. Lunch periods shall normally be scheduled after the third and before the sixth hour of the work day. Employees may request to work a work schedule of four (4) ten (10) hour days, including a thirty (30) minutes paid lunch period. The fire chief must approve such flexible scheduling.

Section 27.10 - Hours of Work

The officer(s) assigned to the fire prevention bureau shall work a forty (40) hour week. The hourly rate of pay for such employees shall be calculated by dividing their annual salary and FPB pay by two thousand eighty (2,080) hours.

Section 27.11 - Fire Prevention Bureau Pay Classification

The officer(s) assigned to the fire prevention bureau will receive an additional amount of eighty-two (82) hours of straight-time pay equivalent to the additional pensionable pay amount received by the employees assigned to the shift schedule.

Section 27.12 - Overtime

The officer(s) assigned to the fire prevention bureau shall be paid overtime at a rate of one and one-half (1 ½) times the FPB officer(s) regular hourly pay rate. Overtime shall be paid for any hours worked in excess of eight (8) hours in a day in a five (5) day work week or ten (10) hours in a four (4) day work week, in excess of forty (40) hours per week, or any time the FPB officer(s) work on any FPB related time, assignment, or training outside of regular work hours outlined in this agreement.

The officer(s) assigned shall have the right of first refusal for any overtime assignment related to fire prevention or public education prior to such assignment becoming available to the other employees covered by this agreement.

The FPB officer(s) shall be eligible to work overtime in fire suppression operations, (emergency, training, fill-in, or other) and will be paid at the regular overtime rate for his pay classification fire suppression officers of the same rank as the affected FPB officer for such fire suppression related overtime.

Section 27.13 - Clothing

Officer(s) assigned to the fire prevention bureau will receive the same clothing allowance as the other employees covered by and as defined in this agreement.

Section 27.14 - Training

The officer(s) assigned to the fire prevention bureau will receive the same training as is scheduled for the other employees covered by this agreement. In addition, if the officer(s) assigned to the fire prevention bureau are not certified to the Fire Prevention Officer I, the fire chief or his designee shall make that training available to such officer(s) during their regular work schedule where and when possible.

ARTICLE 28 OCCUPATIONAL SAFETY AND HEALTH COMMITTEE

Section 28.1 - Purpose

The City and the employees agree that protecting the health, safety, and welfare of the employees is of primary concern to the City, the fire department, and the employees. In order to promote this concern, a fire department occupational safety and health committee shall continue to function during the entire period this agreement is in force.

Section 28.2 - Composition of Committee/Meetings/Recommendations

An occupational safety and health committee composed of up to three (3) representatives designated by the fire chief and three (3) representatives, consisting of one (1) representative from each fire station, designated by the union. The occupational safety and health committee shall meet monthly and at such other times as a majority of the committee may deem necessary for the purpose of discussing matters relating to safety in the fire department. The occupational safety and health committee, or a minority thereof, may make written recommendations concerning safety issues (inclusive of recommendations submitted by other departmental committees that pertain to the matter of safety) to the fire chief. Such recommendations shall be advisory only. A copy of all such recommendations shall be provided to the president of the union.

Within twenty-one (21) calendar days of receipt of any such recommendations, the fire chief or his designee shall set forth in writing his response to the recommendations. Such response shall include what action, if any, the fire chief intends to take in response to the recommendations. In the event that the fire chief elects not to follow the recommendations, his response shall include his reasons for doing so and any alternative action, if any, the fire chief intends to take.

If any occupational safety and health committee meeting(s) are scheduled during the working hours of employee(s) who will be attending the meeting(s), the employee(s) shall be released from duty to attend the meeting without loss of pay.

Section 28.3 - Scope

The areas to be reviewed by the occupational safety and health committee shall include but not be limited to the following:

- A. Make recommendations on any possible hazards to a safe and healthy job assignment or workplace that are brought to its attention.

- B. Review any accidents or injuries in the department to better determine the reasons why the problem occurred and to provide any recommendations to prevent a similar event from occurring in the future.
- C. Review the types, condition, use and availability of apparatus, equipment and protective clothing with the goal of improving safety and operations within the department.
- D. Make periodic inspections of fire department facilities, apparatus, protective equipment, protective clothing, and other equipment at least semi-annually.

ARTICLE 29 LABOR-MANAGEMENT COMMITTEE

Section 29.1 - 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 as needed as agreed by both parties at a mutual time and place. In addition to these meetings, either 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 fire 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, which may affect the employees.
- D. Conferring on matters of mutual interest.

Section 29.2 - 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 29.3 - Attendance

Attendance at meeting of the labor-management committee shall be voluntary on the employees' part, and attendance during such meetings shall not be considered time worked for compensation purposes, except for employees who attend during working hours, the employee shall be permitted to attend without loss of pay. Normally, four (4) persons from each side shall attend these meetings, schedules permitting.

ARTICLE 30 SAVINGS CLAUSE

If any term or provision of this agreement, at any time during the life of this agreement, is in conflict with any applicable existing or subsequently enacted federal or state legislation and is therefore declared invalid, unenforceable, or unlawful by said legislation or by virtue of any judicial action, the remaining terms and provisions of this agreement shall remain in full force and effect. The parties agree that should any terms or provisions of this agreement be declared invalid, unenforceable, or unlawful the parties will then meet to negotiate over the terms and provisions declared invalid, unenforceable, or unlawful and mutually agree on acceptable new terms and provisions to replace terms and provisions so affected.

If any term or provision of this agreement, at any time during the life of this agreement, is in conflict with any other agreement, ordinance or rule the terms and provisions of this agreement shall prevail over any such conflicting terms. The City further agrees that it will not adopt any ordinance that will provide any additional authority to the Board of Fire and Police Commissioners exceeding that presently provided as of the signing of this agreement and under Illinois State Statutes, except for items that may hereafter become mandated by Illinois State Statutes. The City further agrees that any items contained in this agreement that are a mandatory or permissive subject of bargaining under Illinois State Statutes or IPELRA shall be excluded from being superseded by the Board of Fire and Police Commissioners rules and regulations. Both parties agree that the rules and regulations of the Board of Fire and Police Commissioners shall prevail in all matters of discipline.

It is also acknowledged, based on the above conditions, that any conflict between the terms and provisions of this agreement and the rules of the Board of Fire and Police Commissioners, the terms and provisions of the Board of Fire and Police Commissioners shall govern, except as expressly modified by this agreement.

All appendices and amendments of this agreement shall be numbered or lettered and shall be subject to all provisions of this agreement. Any amendments to this agreement shall also be dated and signed by both the responsible parties.

ARTICLE 31 COMPLETE AGREEMENT

This written agreement constitutes the parties' complete agreement and concludes bargaining for its term, unless mutually agreed to by both parties. No amendment or modification of this agreement shall be operative or effective unless reduced to writing and executed or signed by the representatives of the parties. Any matter, issue, or term, including any changes or additions thereto, which is not addressed by the terms of this agreement may be handled, resolved, implemented, modified, or discontinued by the City at its discretion in a fair and equitable manner, on the condition that the employees shall receive the same benefits or treatment as the rest of the employees of the City in any and all areas not covered in this agreement.

ARTICLE 32 ATTEST

Approved and agreed to this ____ day of _____, 2013, by the City of St. Charles, Illinois, as attested by the signatures affixed hereto:

Attest: _____
By: _____
Brian Townsend, City Administrator
City of St. Charles

Nancy Garrison, City Clerk

Approved and agreed to this ____ day of _____, 2013, by the St. Charles Professional Firefighters Association - I.A.F.F. Local 3322 of the St. Charles Fire Department, St. Charles, Illinois, as attested by the signatures of its authorized representatives affixed hereto:

By: _____
Guy Gresser, President

Jeremy Mauthe, Vice President

Nick Marqui, Secretary

Tony Centimano, Treasurer

APPENDIX A - DEFINITIONS

Anniversary Date	The day and month that an employee last began to work for the City.
Association Officer	The term "Association Officer" shall refer to the Association's duly elected or appointed President, Vice-President, Secretary, Treasurer, and up to four (4) representatives.
Business Week	The regular business week shall be defined as the hours of 08:00 a.m. to 05:00 p.m., from Monday through Friday inclusive (excluding Saturdays, Sundays, and holidays).
Calendar Year	The twelve-month period beginning January 1 of one calendar year and extending through December 31 of the same calendar year.
Days (Schedule)	"Days" shall be defined as a temporary work schedule for training consisting of forty (40) hours per week during the regular business week as set forth in Article 9.1 of this agreement. Days shall commence no earlier than 07:00 a.m. and cease no later than 18:00 p.m. (6:00 p.m.) on the same day.
Extended Sick Leave	Absence from work classified as sick leave anticipated to be longer than two calendar weeks.
Fire Chief	The Fire Chief shall be defined as the Fire Chief of the St. Charles Fire Department. In the absence of the Fire Chief, the position of Fire Chief being vacant or unfilled for any period of time or other changes in fire department structure, for purposes of this agreement, an Assistant Chief shall be designated to handle such matters related to this agreement.
Fiscal Year	The twelve-month period beginning May 1 of one calendar year and extending through April 30 the following calendar year.
Full-Time	Full-time employees are the full-time sworn employees, hired through the Board of Fire and Police Commissioners, in accordance with all Federal Laws, State Statutes, Local Ordinances, Board Rules, and terms and conditions of this agreement. The full-time employees shall only be those full-time employees covered by this agreement.
Gender	In this contract, the pronouns "He, Him and His" shall refer to both men and women employees equally.
Grievance	A "Grievance" is a difference of opinion between an employee or the Association and the City with respect to the meaning or application of the express terms of this agreement.

Immediate Family	Immediate family, for the purposes of funeral leave, shall be defined as including the employee's children (including step and adopted), father, mother, current spouse, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law or grandchildren for all provisions of the agreement except Article 13.5, Family Medical Leave Act. For the purposes of the Family Medical Leave Act provisions of this agreement only, immediate family shall be defined as including only the employee's parents, spouse, and children.
Probationary Period	New employees shall be deemed Probationary employees as determined by state statute.
Resignation	The term "Resignation" shall be defined as the express written communication by the employee to the Fire Chief stating he is resigning and the date it shall become effective. Resignation shall be deemed to exist upon failure to report for scheduled workdays, without obtaining an approved absence, on three (3) consecutive scheduled work duty Days or shifts.
Retirement	Retirement shall be defined as leaving the employ of the City following any quantity of service time where an employee is be eligible for any retirement pension or benefits, whether a pension is applied for or not, from the Firefighter's Pension Fund.
Shift (Schedule)	"Shift" shall be defined as a work schedule of 24 hours on duty (one shift), starting at 07:00 a.m., and ending the following day at 07:00 a.m., followed by 48 consecutive hours off duty (2 shifts).

APPENDIX B – GRIEVANCE SUBMISSION FORM
St. Charles Professional Firefighter’s Association I.A.F.F. Local 3322
Grievance Submission Form

Grievance Procedure/Reference: Article 25, Agreement Between the City of St. Charles and IAFF Local 3322, effective May 1, 2013, through April 30, 2016.		
Grievant’s Name (please print):		Date Submitted:
Date Grievied Incident Occurred:	Time Grievied Incident Occurred:	Contract Section Violated:
Please provide a written statement of the grievance and the facts upon which it is based:		
Please provide a statement of the remedy or adjustment grievant is seeking:		
Grievant’s Signature:		

Step 1:	Submit to Battalion Chief or Assistant Chief in their absence, within ten (10) calendar days of incident.	
I certify that I personally received this written formal grievance form. Signature:		Date Received from Grievant:
<input type="checkbox"/>	Grievance meeting offered. Date/Time (if applicable):	Cc: Union Representative Director of Human Resources Chief of Fire Department
<input type="checkbox"/>	Written response rendered (attached). Date:	

Step 2:	Submit to Chief of Fire within ten (10) calendar days after Step 1 written response.	
I certify that I personally received this written formal grievance form. Signature:		Date Received:
<input type="checkbox"/>	Grievance meeting offered. Date/Time (if applicable):	Cc: Union Representative Director of Human Resources City Administrator
<input type="checkbox"/>	Written response rendered (attached). Date:	

Step 3:	Submit to City Administrator’s Office within fifteen (15) calendar days after Step 2 written response.	
I certify that I personally received this written formal grievance form. Signature:		Date Received:
<input type="checkbox"/>	Grievance meeting scheduled. Date/Time Scheduled:	Cc: Union Representative Director of Human Resources Chief of Fire Department
<input type="checkbox"/>	Written response rendered (attached). Date:	

Grievance Settled		
Date Settled (written and signed terms attached):	Cc: Union Representative Director of Human Resources Chief of Fire Department	

APPENDIX D - SUBSTANCE USE POLICY

Section 1 - Policy Statement

The union and the employer agree that the use of illegal drugs, and the misuse of legal drugs and alcohol, by members of the Fire Department present unacceptable risks to the safety and well being of other employees and the public, invites accidents and injuries, and reduces productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve and protect them obey the law and be fit and free from the adverse effects of drug and alcohol use. Any changes to this policy will be discussed at a labor-management meeting and agreed to by both parties.

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 firefighters, firefighter/paramedics, lieutenants, captains, and fire prevention bureau officers in accordance with the IAFF 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.

Section 2 - Definitions

- A. "Positive Test Results" shall mean a positive result on both a confirming test and initial screening test. If the initial test is positive but the confirming test is negative, the test results will be deemed negative and no action will be taken. A positive confirming test result is one where the specimen tested contained alcohol, drug or drug metabolite concentrations at or above the concentration level specified in this appendix.
- B. The term "drug use" includes the use of any controlled substance, which has not been legally prescribed and/or dispensed, or the use of a legally prescribed drug for which a valid, predated prescription cannot be documented, which results in evidence of use while on duty.
- C. The term "alcohol use" means that the use of alcohol on or prior to duty, such that at any time during working hours (as specified below) the level of alcohol indicated in this appendix can be detected via breath/urine sample testing, and thus the employee will be presumed to be positive due to the use of alcohol.

Section 3 - 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 are 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: 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.

Section 4 - Substance Use Testing

A. Informing Employees Regarding Drug and Alcohol Testing

All employees will be fully informed, in writing, of the employer's drug and alcohol testing Policy. Employees will be provided with information concerning the impact of the use of drugs/alcohol on the job performance. In addition, the employer will inform the employees of how the test is conducted, when the test will be conducted, what the test can determine, and the consequences of testing positive for drug/alcohol use. No employee shall be tested unless this information has been provided to him/her.

The employer will pay for all tests it directs.

The employee will be provided an eight (8) ounce glass of water every thirty (30) minutes, but not to exceed forty (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.

Failure to follow any of the procedures set forth in this appendix and policy shall result in the elimination of test results as if no test has been administered. The results shall be destroyed and no discipline shall be levied against any employee where violations of established procedures exist.

B. Post Conditional-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 conditional 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.

C. When a Test May be Completed

There shall be no across-the-board or random drug/alcohol testing of employees, except as otherwise provided in this appendix. Where there is reasonable suspicion that an employee is under the influence of drugs/alcohol or there is evidence of use while on duty, that employee may be required to report for drug/alcohol testing. A supervisor must have confirmation of reasonable suspicion from either the fire chief, assistant chief, or battalion chief. The union shall be notified and the employer shall inform the employee being ordered to submit to test of

his/her right to consult with a union representative before submitting to the test. Refusal of an employee to comply with the order for a drug/alcohol screening will be considered as a refusal of a direct order and will be cause for discipline up to and including discharge.

D. Reasonable Suspicion Standard

Reasonable suspicion exists if specified objective facts and circumstances warrant rational inferences that a person is using, in possession of, and/or individually impaired due to the use of drugs and/or is under the influence of alcohol. Reasonable suspicion will be based upon the following:

1. Observable phenomenon, such as direct observation of use, possession, and/or the evidence of individual symptoms of impairment resulting from using or being under the influence of drugs/alcohol; and/or
2. Information provided by an identifiable, reliable and credible source that can be independently corroborated.

Employees who are suspected of using drugs 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 must occur within eight (8) hours of the supervisor's observation. 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 results will also be reviewed by a Medical Review Officer (MRO) before results are reported to the City.

E. Order to Submit to Testing

When an employee is ordered to submit to testing, the employer shall provide the employee with a written notice of the order as soon as possible. Normally, such written notice shall be given no later than twenty-four (24) hours following the order to test. The written notice shall set forth all of the objective facts and reasons for the order to test. The employee shall be permitted to consult with a representative of the union at the time the order is given. No questioning of the employee shall be conducted that is not consistent with the "Fireman's Disciplinary Act." A refusal to submit to such testing will be treated as if they tested positive and may subject the employee to discipline as outlined in this policy. Any employee who takes the test shall not be construed to have waived any objection or rights that he/she may have. When testing is ordered, the employee may be immediately removed from duty and placed on paid leave pending the receipt of results.

F. Random Testing

Random testing shall consist of urine test only. A third party vendor notifies Human Resources of the shift that is due regarding random drug testing. Human Resources shall then contact Fire Administration with the notification of the shift that is due for random drug testing. The Fire Chief or his designee will select several dates which are sent to the third party vendor for final selection of the date.

After the date is selected by the third party vendor, a representative from the third party vendor will report to Station #1 to conduct the testing. Full-time sworn personnel of the Fire Department shall be subject to random drug testing while on-duty. The random testing procedure shall be applied to all 24-hour duty shifts. Employees assigned to a 40-hour workweek shall be divided evenly and designated to one of the 24-hour duty shifts for the purpose of random drug testing. The Battalion Chief shall notify all three stations prior to selection of the names. After the selection of the names, the Battalion Chief shall make the necessary arrangements for the selected on-duty personnel to report to Station 1 to complete their testing and appropriate personnel shall be held over until after the testing is complete.

The City shall conduct no more than two (2) random drawings, per shift, per year. Member's names shall be drawn for random testing in the following manner. Nametags identifying all personnel on-duty shall be placed in a container to be drawn, one at a time, for testing. A Union representative, or union designee, shall conduct the drawing. Three (3) personnel may be selected per drawing. Individual employees may not be subject to random testing more than (2) times per calendar year. The Fire Chief or his designee shall update and maintain the annual (calendar) random drug testing spreadsheet and make it available to the Executive Board.

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 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 pool from which each random drawing will be made shall include all Employees in the fire department on that shift (including any 40 hour Employees designated to that shift), but shall exclude Employees on injury, illness, sick leave, vacation, Kelly day, FMLA, personal day, or any other time off. After an Employee is selected, testing will conform to the provisions of this appendix and policy.

Section 5 – Post Accident Drug Testing

An employee may be subject to the following tests:

A. Vehicle Accident Testing

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

1. Fatality.
2. If employee is the driver, receives a moving citation, and medical treatment away from accident site is required (testing must occur within eight (8) hours of the accident for alcohol and thirty-two (32) hours of the accident for drugs).
3. If employee is the driver, receives a moving citation and any vehicle is towed (testing must occur within eight (8) hours of the accident for alcohol and thirty-two (32) hours of the accident for drugs).
4. Reasonable suspicion of alcohol/drug usage.

B. Employee Accident

All employees will be tested for substance use if seeking medical treatment due to an on the job 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 thirty-two (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.

Section 6 - Conduct of Tests

In conducting the testing herein specified, the employer shall:

- A. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinic Laboratory Act, that has or is capable of being accredited by the Substance Abuse Mental Health Service Agency (SAMHSA). The laboratory shall be federally certified and hold all state licenses.
- B. Use only a laboratory or facility which uses tamper proof containers, has a chain-of-custody procedure, which must be followed at all times to preserve the integrity of the sample from collection through storage, the conduct of the tests shall be scientifically valid, maintains confidentiality, and preserves specimens for a minimum of six (6) months. The laboratory or facility must be willing to demonstrate their sample handling procedures to the union at least once yearly, upon reasonable notice. At the time a urine specimen is given, the employee shall be given a copy of the specimen collection procedures; the specimen must be immediately sealed, labeled, and initialed by the employee to ensure that the specimen tested by the laboratory is that of the employee. If the sample is violated in any manner or the procedure is improperly administered, the sample will be invalid for testing.

- C. Collect a sufficient sample of the same bodily fluid or material from a firefighter to allow for initial screening, a confirmatory test, and a sufficient amount to be reserved for later testing if requested by the employee.
- D. Collect samples in such manner as to preserve the individual right to privacy, ensure a high degree of security to the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where there is reasonable suspicion that the employee has or may attempt to compromise the accuracy of the testing procedure.
- E. Confirm any employee who tests positive in the initial screening for drugs by testing the second portion of the same sample via gas chromatography, plus mass spectrometry (or "GC/MS") or the equivalent or better scientifically accurate and accepted methods that will provide quantitative data about the detected drug or drug metabolites subject to MRO interpretation;
- F. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense, unless the split sample confirmatory test results are negative. Then the test results will be deemed negative, the cost of the split sample confirmatory test shall be paid for by the City, and all records of the testing procedure will be expunged from the employee's personnel files;
- G. Provide each employee tested with a copy of all information and reports received by the employer in connection with the testing and the results;
- H. Ensure that no employee, due to reasonable suspicion, is subject to any adverse employment action because of the suspected alcohol or drug use, except emergency temporary re-assignment or leave with pay, during the pendency of any testing procedure. Any such emergency re-assignment or leave shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the personnel files.
- I. Require that the laboratory or hospital facility report to the employer when a breath or urine sample is positive only if both the initial and confirmatory tests are positive. The parties agree that, should any information concerning such testing or the results thereof be obtained inconsistent with the understanding expressed herein, the employer and the union shall not use such information in any manner or forum adverse to the employees' interest.

Section 7 - Drug Testing

Procedure for the collection of specimens, chain-of-custody and reporting laboratory results.

Collection of Specimens:

A. Collection Site

The employer shall designate a collection site which will have all necessary personnel, materials, equipment, facilities, and supervision to provide for the collection, security,

temporary storage, and shipping or transportation of specimens to a certified testing laboratory. A collection site coordinator, primarily responsible for the implementation of collection procedures, may also be designated by the employer.

B. Security Procedures

Security procedures developed by the employer shall provide for the security of the designated collection site.

C. Chain-of-Custody

Standardized chain-of-custody forms shall be properly executed by authorized collection site personnel upon receipt of the specimens. Handling and transportation of specimens from one authorized collection site or place to another shall always be accomplished through chain-of-custody procedures. Every effort shall be made to minimize the number of persons handling specimens.

D. Access to Authorized Personnel Only

No unauthorized personnel shall be permitted in any part of the designated collection site when specimens are collected or stored.

E. Privacy

Procedures for collecting specimens shall allow for employee privacy unless there is reason to believe that a particular employee may alter or substitute the specimen to be provided.

F. Integrity and Identity of Specimen:

Precautions shall be taken to ensure that a specimen is not adulterated or diluted during the collection procedure and that information on the specimen container can identify the employee from whom the specimen was collected. The following minimum precautions shall be taken to ensure that unadulterated specimens are obtained and correctly identified:

1. To deter the dilution of urine specimens at the collection site, the toilet bluing agents shall be placed in toilet tanks whenever possible, so the reservoir of water in the toilet bowl always remains blue. There shall be no other source of water (e.g. no shower or sink) in the enclosure where urination occurs.
2. When an employee arrives at the collection site, the collection site person shall request the employee to present photo identification. If the employee does not have proper photo identification, the collection site person shall contact the Fire Chief, or his designee, to positively identify the employee. If the employee's identity cannot be established, the collection site person shall not proceed with the collection.
3. If the employee fails to arrive at the assigned time, the collection site person shall contact the fire chief or his designee to obtain guidance on the action to be taken.
4. The collection site person shall ask the employee to remove any unnecessary outer garments such as a coat or jacket that might conceal items or substances that could be used

to tamper with or adulterate the employees' urine specimen. The collection site person shall ensure that all personal belongings such as a purse or briefcase remain with the outer garments. The employee may retain his/her wallet.

5. The employee shall be instructed to wash and dry his/her hands prior to urination.
6. After washing hands, the employee shall remain in the presence of the collection site person and shall not have access to any water fountain, faucet, soap dispenser, cleaning agent, or any other materials which could be used to adulterate the urine specimen.
7. The employee may provide his/her urine specimen in the privacy of a stall or otherwise partitioned area that allows for employee privacy.
8. The collection site person shall note any unusual behavior or appearance.
9. Upon receiving the urine specimen from the employee, the collection site person shall determine that it contains at least forty-five (45) milliliters of urine. If there is less than forty-five (45) milliliters of urine in the container, that sample shall be discarded and the collection process begun anew. The employee will be provided an eight (8) ounce glass of water every thirty (30) minutes but not to exceed a maximum of forty (40) ounces over a period of three (3) hours or until the employee has provided a sufficient urine specimen. The employee shall consume that amount which is not uncomfortable. If the employee fails for any reason to provide forty-five (45) milliliters of urine, the collection site person shall contact the Fire Chief, or his designee, to obtain referral for a medical examination to determine what, if any, explanation exists for not providing a sufficient sample.
10. After the urine specimen has been provided and submitted to the collection site person, the employee shall be allowed to wash his/her hands.
11. Immediately after the urine specimen is collected, the collection site person shall measure the temperature of the specimen. The temperature measuring device used must accurately reflect the temperature of the specimen and not contaminate the specimen. The time from urination to temperature measurement is critical and in no case shall exceed four (4) minutes.
12. If the temperature of a urine specimen is outside the range of 32-38oC/90-100oF, there is reason to believe that the employee may have adulterated or substituted the specimen, and another specimen shall be collected under direct observation of a same gender collection site person and both specimens shall be forwarded to the laboratory for testing. An employee may volunteer to have his/her oral temperature taken to provide evidence to counter the reason to believe the employee may have adulterated or substituted the specimen.

13. Immediately after the urine specimen is collected, the collection site person shall inspect the specimen to determine its color and look for any signs of contaminants. Any unusual findings shall be noted on the chain-of-custody form.
14. All urine specimens suspected of being adulterated shall be forwarded to the laboratory for testing. Appropriate notations shall be made on the chain-of-custody form by the collection site person specifying suspected adulteration or a substitution.
15. Whenever there is reason to believe that a particular employee may have altered or substituted the urine specimen, a second specimen shall be obtained as soon as possible under the direct observation of a same gender collection site person.
16. Both the employee being tested and the collection site person shall keep the urine specimen in view at all times prior to its being sealed and labeled. If the specimen is transferred to a second container, the collection site person shall request the employee to observe the transfer of the specimen and the placement of the tamper proof seal over the container cap and down the side of the container.
17. The collection site person and the employee shall be present at the same time during procedures outlined in this section.
18. The collection site person shall place securely on the container an identification label (usually supplied by laboratory) which contains the date, the specimen number, and any other identifying information provided or required by the employer.
19. The employee shall initial the identification label on the specimen container for the purpose of certifying that the specimen has not been adulterated or substituted.
20. The collection site person shall enter in the "collection site book" all information identifying the specimen. The collection site person shall sign the collection site book next to the identifying information.
21. The employee shall be asked to read and sign a statement in the collection site book certifying that the specimen identified, having been collected from him/her, is in fact that specimen he/she provided.
22. A higher level supervisor shall review and concur in advance with any decision by a collection site person to obtain a specimen under the direct observation of a same gender collection site person based on a reason to believe that the employee may alter or substitute the specimen to be provided.
23. The collection site person shall complete the chain-of-custody form (one copy to be maintained in the collection site book).

24. The specimen and chain-of-custody form are now ready for shipment. If the specimen is not immediately prepared for shipment, it shall be safeguarded in a locked refrigerator accessible only by the collection site person during temporary storage.
25. While any part of the above chain-of-custody procedure is being performed, it is essential that the specimen and custody documents be under the control of the collection site person. If the collection site person leaves his/her work station momentarily, the specimen and chain-of-custody form shall be taken with him/her or shall be secured. After the collection site person returns to the workstation, the custody process will continue. If the collection site person is leaving for an extended period of time, the specimen shall be packaged for mailing or pick-up before he/she leaves the site.

G. Collection Control

To the maximum extent possible, collection site personnel shall keep the employee's specimen container within sight both before and after the employee has urinated. After the specimen is collected, it shall be properly sealed and labeled. An approved chain-of-custody form shall be used for maintaining control and accountability of each specimen from the point of collection to final disposition of the specimen. The date and purpose shall be documented on an approved chain-of-custody form each time a specimen is handled or transferred and every individual in the chain shall be identified. Every effort shall be made to minimize the number of persons handling specimens.

H. Transportation to Laboratory

Collection site personnel shall arrange to ship the collected specimens to the laboratory. The specimens shall be placed in containers designed to minimize the possibility of damage during shipment (i.e., specimen boxes or padded mailers) and those containers shall be securely sealed to eliminate the possibility of undetected tampering. On the tape sealing the container, the collection site person shall sign and enter the date the specimen was sealed in the container for shipment. The collection site person shall ensure that the chain-of-custody documentation is attached to each container sealed for shipment to the laboratory.

Section 8 - Laboratory Analysis Procedures – Urinalysis

A. Security and Chain-of-Custody

1. The testing laboratory shall be secure at all times. They shall have in place sufficient security measures to control access to the premises and to ensure that no unauthorized personnel handle specimens or gain access to the laboratory or to areas where records are stored. Access to these secured areas shall be limited to specifically authorized individuals whose authorization is documented. Documentation of individuals accessing these areas, dates and time of entry, and purpose of entry must be maintained.
2. Laboratories shall use chain-of-custody procedures to maintain control and accountability of specimens from receipt through completion of testing, reporting of results, during storage, and continuing until final disposition of specimens. The date and purpose shall be documented on an appropriate chain-of-custody form each time a specimen is handled or transferred, and every individual in the chain shall be identified. Accordingly, authorized

technicians shall be responsible for each specimen or aliquot (portion of specimen) in their possession and shall sign and complete chain-of-custody forms for those specimens or aliquots as they are received.

B. Receiving

1. When a shipment of specimens is received, laboratory personnel shall inspect each package for evidence of possible tampering and compare information on specimen containers within each package to the information on the accompanying chain-of-custody forms. Any direct evidence of tampering or discrepancies in the information on specimen containers and chain-of-custody forms attached to the shipment shall be immediately reported to the employer and shall be noted on the laboratory's chain-of-custody form which shall accompany the specimens while they are in the laboratory's possession.
2. Specimen containers will normally be retained within the laboratory's accession area until all specimens have been analyzed. Aliquots and the laboratory's chain-of-custody forms shall be used by laboratory personnel for conducting initial and confirmatory tests.

C. Short-Term Refrigerated Storage

Specimens that do not receive an initial test within two days of arrival at the laboratory shall be placed in secure refrigeration units. Temperatures shall not exceed 6°C. Emergency power equipment shall be available in case of prolonged power failure.

D. Specimen Processing

Laboratory facilities for testing will normally process specimens by grouping them into batches. The number of specimens in each batch may vary significantly depending on the size of the laboratory and its workload.

When conducting either initial or confirmatory tests, every batch shall contain an appropriate number of standards for calibrating the instrumentation and a minimum of ten percent (10%) controls. Both quality control and blind performance test specimens shall appear as ordinary specimens to laboratory analysts.

Section 9 - Drug Testing Standards

A. Initial Screening Test Standards

The following initial immunoassay test cutoff levels shall be used when screening specimens to determine whether they are positive for the following six (6) drugs/classes of drugs:

The initial test cut-off levels are defined as at or above:	Initial Test Level
Marijuana metabolites	50 ng/ml
Cocaine metabolites	150 ng/ml
Opiate metabolites (Codeine/Morphine)	2,000 ng/ml
Phencyclidine (PCP)	25 ng/ml
Amphetamines	

AMP/MAMP (Metamphetamine)	500 ng/ml
MDMA (Ecstasy)	500 ng/ml
6-Accetylmorphine	10 ng/ml

B. Confirmatory Test Standards

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below. All confirmation shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve shall be documented. A positive urine/breath test is defined as at or above these levels of GC/MS Confirmation:

Drugs	Confirmatory Test Level
Amphetamines	250 ng/ml
Cannabinoids	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
Metamphetamine	250 ng/ml
MDMA (Ecstasy)	250 ng/ml
MDA	250 ng/ml
MDEA	250 ng/ml
3) *Lab test for 6-Accetylmorphine when the morphine concentration exceeds 2000 ng/ml. (Federal Guidelines)	

Section 10 - Positive Employee Test Results

Positive test results for post-accident, (vehicle and employee), reasonable suspicion, or random selection tests are defined as:

- A. An employee admission that he or she has used drugs and/or alcohol immediately prior to reporting to work or while working.
- B. A breath alcohol level of .04 or greater.
- C. Positive urine test at or above levels stated in this appendix.

Section 11 - Refusal or Positive Test Results

Employees who refuse to be tested will be treated as if they tested positive and may subject the employee to discipline as outlined in this policy. Any employee who takes the test shall not be construed to have waived any objection or rights that he/she may have. When testing is ordered,

the employee may be immediately removed from duty and placed on paid leave pending the receipt of results.

The employee may be required to have an evaluation and education with the Substance Use Professional 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 drug-free accomplishments.

Section 12 - Discipline

All discipline in situations involving a positive test shall be administered as specified herein:

A. First Positive

In the first instance that an employee tests positive for drugs or is found to meet or exceed the breath alcohol level specified in this policy, the employee may be subject to discipline up to and including suspension, not to exceed five (5) duty shift days. The foregoing limit on suspension is conditioned upon the employee agreeing to:

1. Undergo appropriate treatment as determined through the EAP.
2. Discontinue use of illegal drugs or use of alcohol or prescribed drugs.
3. Complete the course of treatment prescribed, possibly including an "after-care" group, for a period up to twelve (12) months.
4. Submit to random testing, a maximum of four (4) times over a period of "after-care" treatment or for a period of up to twelve (12) months.

Employees who do not agree to the foregoing, shall be subject to discipline, up to and including discharge. The employer may use the positive test as evidence of impairment.

B. Positive During Treatment

If an employee tests positive while in treatment (as recommended by the Substance Abuse Professional), he/she shall be subject to discharge unless he/she agrees to a thirty (30) calendar day suspension which also shall not be subject to the grievance procedure and to continue in treatment on the same terms as specified in this agreement, except the treatment program shall be extended by an additional twelve (12) months.

The City's agreement to allow an employee to continue in treatment after a positive test based on random testing is the quid pro quo for the union agreement to waive the right to grieve the penalty of discharge after a second positive test based on reasonable suspicion.

C. After Treatment

Employees who test positive for the presence of drugs or alcohol, for a period of five (5) years, after treatment shall be discharged, the penalty shall not be subject to the grievance procedure, and an arbitrator shall have no authority to review or modify the penalty, unless there is a

problem with the drug testing procedure defined in this agreement, which shall be subject to the grievance and arbitration procedure.

D. Record of Discipline

Employees who do not have any further positive drug tests, given for any reason included in this agreement, or any related discipline for a period of five (5) years following the last positive test results, the file shall then be cleared of any and all record of suspension and/or any related information. The employee shall be returned to normal employee status and begin any procedure contained in this agreement from the beginning as all other employees covered by this agreement.

Section 13 - Voluntary Request for Assistance

The employer shall take no adverse employment action for alcohol or substance use against an employee who voluntarily seeks treatment, through the employer's EAP Program, or through one of the City's health care providers and/or referrals to other recognized or certified programs, for an alcohol or drug related problem, other than that the employer may place the employee on leave during treatment. The employer shall make available through its EAP program a means by which the employee may obtain referrals and treatment or when otherwise unfit for duty in their current assignment. All such requests shall be confidential. When seeking or undergoing treatment, or when otherwise unfit for duty in his current assignment, an employee may at the employer's discretion, be transferred to a position for which he is fit or shall be allowed to use: 1) accumulated sick leave; and/or 2) paid leave; and/or 3) be placed on unpaid leave pending treatment.

Section 14 - 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 employ 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.

Section 15 - Duty Assignment

If the nature of the EAP or treatment program allows the employee to continue to work during treatment, the employer may maintain the individual's previous employment status. If an employee participates in an in-patient program which precludes continued employment, the employee shall be granted a leave to do so. At the end of such leave, the employee shall be returned to his former position with no loss of seniority and accumulated benefits. An employee may use accumulated sickness or disability benefits during the period of his/her treatment leave.

Employees who voluntarily report to the supervisor that they are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the ability to perform his/her

normal duties may be temporarily reassigned with full pay to other duties if other duties are available. If no duty is available within the limitations, the employee shall be allowed leave as provided in this agreement.

Section 16 - 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.

Section 17 - Confidentiality of Test Results

The results of drug and alcohol tests will be disclosed to the person tested, the fire chief, the human resources director, and such other officials as may be mutually agreed to by the parties. If the employee is represented to a union and consents in writing, test results will be disclosed to the union president or designee. Test results will not be disclosed externally except where required for disciplinary purposes.

Section 18 - Alcohol Test Standards

Impairment due to alcohol use shall be presumed upon a confirmed breath alcohol concentration of .04 or more.

Section 19 - Conflict With Other Laws

This appendix and policy is in no way intended to supersede or waive any employee federal, state, local, or any other constitutional or legal rights.

Section 20- Policy Acknowledgement

All employees must acknowledge in writing, through the Drug Policy Acknowledgement Form that is included in this agreement, that they have been informed of the above policy and agree to abide by it in all respects.

Section 21 - Rights and Responsibilities

A. 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.

B. 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 involvement with drugs or alcohol in accordance with the City policy.

C. 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.

D. Additional Information

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

APPENDIX E - OVERTIME SYSTEM

A. PURPOSE

To provide a consistent method for scheduling overtime and assigning credit to employees who work overtime shifts.

B. DEFINITIONS

- Daily Staffing Roster:** List produced by the Battalion Chief or acting Battalion Chief identifying all station and apparatus assignments for on-duty personnel on a given shift day. The staffing roster also identifies any assigned shift personnel absent from duty that day, as well as substitutes for any authorized overtime or trade time.
- Daily Overtime List:** A list compiled upon completion of morning roll call by the most senior company officer working identifying on-duty employees covered by the bargaining agreement who are available to work overtime, beginning at 0700, the following calendar day in the event coverage is needed for minimum staffing.
- Scheduled Overtime:** Any overtime created by such foreseeable issues such as scheduled vacation, training, scheduled sick leave, personal days, Kelly days, staffing for extra duties. Scheduled overtime should be scheduled at least thirty (30) days in advance or whenever feasibly possible.
- Non-Scheduled Overtime:** Overtime created by an unforeseen issue that causes the need to hire back additional Employee(s) (i.e. an employee calls in sick, injury on the job).
- Overtime Spreadsheet:** A spreadsheet, compiled by the Union, identifying all bargaining unit employees eligible for overtime. It shall consist of two lists; one for firefighters and one for officers. The spreadsheet shall be used to credit points to employees for working overtime. Participation on the Overtime Spreadsheet is voluntary and employees may elect to withdraw their name from the list on an annual basis and no later than January 1st of each year. The lists shall reset on January 1st of each year.
- Monthly OT Schedule:** A schedule of overtime assignments, compiled by the Union, for the upcoming month based on foreseeable openings as indicated by the Time-Off Calendar.

C. POLICY/PROCEDURE

The apportionment of overtime, both scheduled and non-scheduled shall be accomplished in accordance with the procedures described in this appendix.

The Battalion Chief shall update the FLSA Time-Off Calendars of scheduled vacation, personal, and Kelly Days each duty day. The Union shall compile a monthly schedule of overtime assignments for each upcoming month based on information provided by the administrative chief officers. The Union shall designate these scheduled overtime assignments utilizing the overtime seniority / points system. They shall be filled by scheduling, in descending order, the most senior employees with the least amount of points. The Union shall post scheduled overtime assignments on the network shared drive prior to the beginning of each month. All overtime that is scheduled with at least (7) days (168 hours) notice shall be recorded in green. All overtime that is scheduled with less than (7) full days notice (less than 168 hours) shall be recorded in red. Shift personnel shall be responsible for checking the overtime assignments regularly. Overtime assignments added subsequent to the initial publication of the monthly overtime calendar will be made known to each individual via email or telephone call as soon as feasibly possible by the Union. No employee will be scheduled to work two (2) days before or two (2) days after his/her own time off without his/her agreement.

Apportionment of Points

Points for working overtime shall be credited to employees in the following manner:

- Scheduled overtime of 8-13 hours = 2 points .
- Scheduled overtime of >13 hours = 4 points
- Non-scheduled overtime of 8-13 hours = 1 point
- Non-scheduled overtime of >13 hours = 2 points

Changes to the initial overtime calendar may also affect the points system. If an employee elects to give away their overtime assignment, both parties shall be credited appropriate points; for example: Firefighter A wants to give away his scheduled 2 point overtime assignment away to Firefighter B, both Firefighters would have 2 points recorded for said overtime shift. If it were an unscheduled (1 point) overtime assignment, both Firefighters would receive 1 point for the given shift.

The Union or personnel designated by the Union shall be responsible for crediting all points to the Overtime Spreadsheet. The final approved daily staffing roster shall serve as the documentation for overtime worked. Battalion Chiefs or acting Battalion Chiefs shall be responsible for maintaining the accuracy of the daily staffing roster.

Continuation of Overtime

If an 11 hour overtime shift turns into a 24-hour overtime, employees already working the 11-hour slot shall be offered the balance of shift by most senior with the least amount of points.

Appropriate points shall be awarded as follows:

- If the 11 hour overtime shift was scheduled, 2 points would be recorded + 1 point for the 13 hours, for a total of 3 points.
- If the 11 hour overtime shift was unscheduled, 1 point would be recorded + 1 point for the 13 hours, for a total of 2 points.
- If the 11 hour overtime shift was scheduled and changed to 24 hour overtime with more than seven (7) days before the scheduled shift, 4 points shall be recorded.

Non-Scheduled Overtime

Upon completion of roll call the most senior company officer working that day will complete the Daily Overtime List (DOL). The officer (i.e. Captain, if off then Lieutenant, by highest level of seniority) shall call each fire station and confirm the participation of personnel. Individuals who elect to be added to the DOL cannot remove themselves once added regardless of the total number of hours they are assigned the following day.

The Daily Overtime List will be numbered beginning with the employee with the most seniority and least amount of points as indicated on the Overtime Spreadsheet. Upon completion of this list, the officer will enter it electronically and save it to the Daily Overtime List folder on the computer under the proper month and day. The Daily Overtime List shall be saved as a Word document with a file name DOL and the six digits of the date of overtime it covers. (i.e., DOL 07-23-08 for the Daily Overtime List created on the morning of the shift of July 22nd but covering non-scheduled overtime that would occur on the shift that works on the day of July 23, 2008). This list will then be available to be viewed and referenced by all department members and utilized in the event that coverage is needed the following shift. All overtime worked will be properly recorded on the overtime spreadsheet.

In the event no employees are available for the Daily Overtime List or if the Daily Overtime List is exhausted through the assignment of overtime, available overtime to fill minimum manning for the next shift, beginning at 0700, shall be scheduling utilizing the Overtime Spreadsheet. The Battalion Chief/Shift Commander or other Chief Officer shall contact a designated member of the Union to initiate the process of filling the overtime by calling qualified, eligible personnel in accordance with the Overtime Spreadsheet. After the above two methods have been exhausted or by 0645 hours, whichever comes first, the Battalion Chief/Shift Commander shall implement the mandatory forceback procedure. Once the mandatory forceback procedure has been implemented, the Battalion Chief/Shift Commander or other Chief Officer shall initiate or cause to be initiated the transmission of one (1) text message page to all employees on the Overtime List, indicating the need for non-scheduled shift overtime to cover a mandatory forceback. The first person eligible to take the overtime who calls the Battalion Chief/Shift Commander back will be awarded the overtime. The individual assigned to work the mandatory forceback overtime shall remain on-duty until relieved by the employee who accepted the overtime text page.

Employees may be forced back only to cover needed shifts for minimum manning. The following method is to be utilized. Force backs will occur utilizing reverse seniority (i.e. junior to most senior). No employee will be forced back more than once until this reverse seniority list has been completed. An employee will not accumulate any overtime points due to a force back. All employees may be susceptible to force back utilizing this method. No employee will be forced back two (2) days prior to or two (2) after any shift day off. Forcebacks shall be utilized as a last resort. Once an employee is assigned mandatory forceback, he may elect to continue to seek voluntary coverage to replace him. Upon request of the employee, the Battalion Chief shall transmit a text page to all employees on the overtime list, indicating a need for immediate overtime. The first person eligible to take the overtime who calls the Battalion Chief will be awarded the overtime assigned to the forced back employee. The employee assigned to work the mandatory forceback shall remain on duty until relieved by the employee who accepted the overtime text page.

In the event overtime becomes immediately available during a twenty-four (24) hour shift due to an employee illness, injury, or other emergency situation, the overtime shall be filled in the following manner. The Battalion Chief shall initiate the transmission of a text message to all employees on the overtime list, indicating an immediate need for overtime. The first person eligible to take the overtime, who calls the Battalion Chief back, will be awarded the overtime as long as they can report within two hours.

Employees are responsible for enabling the capability to receive text messages on their personal cell phone, pager, or other device. The master phone list will be maintained by the Union. The City assumes no responsibility for the cost of the message.

The text message shall be sent through Lotus Notes to the appropriate fire department call-out (paging) group, per SOG, for firefighter overtime or officer overtime. The message should be kept as short as possible to facilitate easy reading by the recipients (i.e., immediate four (4) hour firefighter OT available. Contact B/C Swanson at (630)762-6991).

D. EXCEPTIONS

DNA

E. REFERENCES

Labor Agreement between the City of St. Charles and the St. Charles Professional Firefighters Association, I.A.F.F. Local #3322

Daily Overtime List

Overtime Flowchart

APPENDIX F - USE OF SICK LEAVE BY FIRE DEPARTMENT EMPLOYEES

A. PURPOSE

To provide a Fire Department Policy concerning notification and documentation regarding the use of Sick Leave.

B. DEFINITONS

Immediate Family Immediate family shall be defined as including the employee's children (including step and adopted), father, mother, current spouse or employee who stands in loco parentis or is a guardian.

Sick Leave Paid time off to be utilized out of necessity for actual sickness, disability, illness, or birth in an employee's immediate family or by the employee, to meet physical examination appointments, or other sickness prevention measures as prescribed by the employee's physician.

C. POLICY

Sick leave is to be utilized by the employee out of necessity as outlined above. The City reserves the right to have all sick leave absences confirmed by a medical doctor or other health practitioner. In any and all cases these sick days are for sickness, disability, illness, birth, physical appointments, or other sickness prevention measures as set forth above and are not to be considered as personal days off.

The use of sick leave under any of the following circumstances shall require a physician's note confirming illness or injury:

1. If the employee has more than three (3) separate illnesses within any six (6) month period.
2. If an employee assigned to shift utilizes more than two (2) consecutive days of sick leave or if an employee assigned to a 40-hour workweek utilizes more than four (4) consecutive days of sick leave.

In order to ensure FMLA Policy compliance, the employee's supervisor shall notify HR for any shift employee who utilizes more than two consecutive days of sick leave or for any 40-hour employee utilizing more than three (3) consecutive days of sick leave.

The City, at its discretion, may require a physician's note confirming illness or injury for any employee sick leave utilized immediately before or immediately after a Vacation Day, Personal Day, or recognized city holiday.

Employees are expected to schedule doctor's appointments on non-duty time. When such scheduling is not possible, the employee shall make every attempt to schedule the doctor's appointment in such a way as to minimize disruption. Sick leave must be taken for a minimum of one-hour with ¼ hour increments thereafter. Employees are expected to be working what is reasonable before or after their medical appointment.

D. PROCEDURE

When an employee will be absent due to illness the employee must notify the on-duty Battalion Chief one (1) hour prior to the employee's normal start time, so the effect of the employee's absence can be minimized and overtime coverage can be arranged if required. When calling in sick, the employee must offer a reason for using a sick day to the Battalion Chief (Example: Sickness or doctor's appointment for self/child/spouse).

E. EXCEPTIONS

If the Battalion Chief is on a call, or is otherwise not reachable, the employee shall report his/her use of sick leave to an officer on-duty at Fire Station 1. If no officers are present at Fire Station 1 to receive the report, then the employee shall contact an officer at an alternate station to report his/her illness/injury. It shall then be the responsibility of the officer who received the report to record the reason for the sick leave and to make notification to the Battalion Chief as soon as possible.

APPENDIX G - VACATION SELECTION

A. PURPOSE

To establish a procedure for the selection of vacation time for personnel assigned to the 24-hour shift.

B. DEFINITIONS

Kelly Time – unpaid, scheduled time off assigned as work reduction periods for purposes of FLSA compliance.

The City has adopted a twenty-seven (27) day work cycle for the purposes of Section 7K of the FLSA for all bargaining unit employees assigned to a 24-hour shift. Those employees shall have an assigned “Kelly Day” within each work cycle so that each employee receives one 24-hour “Kelly Day” every 9th duty shift. “Kelly Days” shall begin at 7:00 a.m. of the assigned day. In no instance will more than one (1) officer be off on a Kelly Day. For overtime purposes, “Kelly Days” shall not be considered hours worked.

Personal Time – paid time off other than vacation granted to employees in order to schedule time off from work for personal business. Personal leave is awarded in accordance with the City of St. Charles Personnel Policy Manual and the CBA between the City and the Fire Union (for bargaining unit personnel). Personal time must be scheduled and approved by the Fire Chief or his designee, must be utilized by the end of the calendar year, and is not accruable from year to year, except in cases approved by the Fire Chief. Personal time is to be utilized in a minimum of two (2) hour increments and then in ¼ hour increments thereafter.

Vacation Time – annual paid time off granted to employees of the City in accordance with either the St. Charles Personnel Policy Manual or the CBA between the City and the Fire Union. Vacation time shall be paid at the employee’s regular hourly rate of pay times the amount of hours actually used. For firefighters who are members of the bargaining unit, vacation time must be taken in full day increments, except when utilized for educational purposes, as set forth by the Fire Chief.

C. POLICY/PROCEDURE

All planned shift and station transfers commencing at the beginning of the following calendar year will be announced by October 1 of the previous calendar year. Additionally, the determination of fire prevention bureau lieutenant(s) will be announced by October 1 each calendar year.

The vacation calendar will become available for vacation picks on October 15 each calendar year. Battalion chiefs are responsible for beginning the notification for his shift on that day. Notification and selection will be completed by seniority in rank. The sign up procedure shall begin with the captain on the designated shift, i.e. the black shift captain on the black shift sign-up calendar. The calendar shall then proceed through the lieutenants on the shift by

seniority in that rank. Once the officers have completed their sign-up, the calendar will then proceed to the most senior firefighter on the shift. The calendar shall then proceed through the firefighters on the shift by seniority.

Every employee will be allowed up to a 24 hour time period to make his selections each round. The Battalion Chief will notify each employee on his shift via the telephone number listed on the Vacation Contact Form, or station phone if on shift, that the calendar is available for sign-up. The Battalion Chief will also send an electronic copy of the updated calendar to the e-mail address, of the employee's choice, (see Vacation Contact Form) to the employee prior to contacting him via phone. The Battalion Chief may contact any employee between the hours of 8am and 9pm. That employee will be afforded up to 24 hours to make his selections for the vacation calendar. It is the employee's responsibility to notify the shift Battalion Chief of his picks within 24 hours. If he does not respond within 24 hours after receiving a phone call and electronic copy of the vacation calendar, the Battalion Chief will contact him via phone (see Vacation Contact Form) to inform him that the calendar is being passed on to the next most senior individual on his shift (voicemail constitutes notification). If anyone is skipped due to failure to contact the Battalion Chief, the employee may contact the Battalion Chief at any time afterwards to add his selections from those still open and available. If an employee completes his vacation selections prior to the end of the 24 hour period, the Battalion Chief will notify the next most senior individual to inform him that the updated calendar is available for sign-up. This process will continue until each round is completed. All reasonable efforts will be made by the Battalion Chief to contact employees that may be on extended leave for injury, illness or other disability that prevents them from working their normal work schedule.

Time Off Slots Available

There shall be three (3) time off slots available per 24/48-hour shift for the 24/48-hour shift employees to utilize. These three (3) slots shall incorporate all vacation leave, Kelly Days, and Personal Days at the time of the calendar sign up. The three (3) time off slots may consist of one (1) Kelly day & two (2) vacation/personal day slots, two (2) Kelly Days & one (1) vacation/personal day slots. In cases where no Kelly Day is specifically assigned, individuals may trade Kelly Day slots with an unassigned slot. If time off slot utilization goes above 92% of the Kelly, vacation, and personal time assigned for that calendar year, the slots shall be increased.

Sign Up Provisions

There will be three rounds to the sign up process.

First (Priority) Round

The first round will include only priority vacation selections. The priority round will be done using a 4/3 split method. The six most senior employees on each shift will each choose four (4) priority picks. The remaining members will receive three (3) priority picks. All vacation picks must be taken in twenty-four hour shift increments.

Second Round

The second round will include selection of the remainder of the vacation time each member will earn during the calendar year. For example, a member in his tenth year of service earns vacation at a rate of eight (8) vacation shifts per year. The member may request all of the remaining time accumulated during the calendar year up to the total of eight (8) shifts.

Third Round

The third round will include selection of a Personal Day for those personnel who have earned one. In addition, any quantity of vacation shifts earned in previous years and carried over into the new calendar year may also be scheduled at this time.

Vacation Carry Over

An employee shall be able to accumulate vacation to a maximum two (2) years accumulated vacation time at the Employee's anniversary date. If an employee has accumulated an amount greater than the maximum allowed as of his/her anniversary date, he/she shall be required to cash in excess vacation time. This excess time shall be paid to the employee at the rate of the employee's regular hourly straight-time rate of pay in effect on the day in which the employee's anniversary occurs.

A Personal Day shall be one (1) twenty-four (24) hour shift. A personal day must be used during the year earned and shall not be carried over to the following year, except in cases approved by the Fire Chief.

Calendar Completion

The completed calendar will then be reviewed and approved by the Fire Chief. The Fire Chief will notify department members once the calendar has been approved.

Modifications

Once the calendar is finalized, modifications shall be forwarded to the Duty Chief in charge of the shift on which the member is assigned. The proper form provided for the specific purpose must be utilized. No additions may be made before the calendar is approved and no leave once approved shall be revoked. All requests for time off and modifications will be reviewed with the best interests of the Department in mind. To facilitate Department operations and scheduling, requests for time off or modifications thereto shall be requested with as much advanced notice as possible, but should not be made less than 48 hours prior to the day involved. Up to two (2) emergency time trades may be initiated and utilized by each employee of the department within each calendar year. These trades are to be utilized for personal emergencies that occur requiring a member to initiate a voluntary trade with less than 48 hours notice.

D. EXCEPTIONS

None

E. REFERENCES

IAFF Bargaining Agreement, Vacation Request / Modification Form, Voluntary Duty Time Trade Form



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

Proclamation

ST. CHARLES MOOSE LODGE #1368 100th ANNIVERSARY

WHEREAS, St. Charles Lodge #1368 celebrated its 100th anniversary on July 13, 2013; and

WHEREAS, St. Charles Lodge #1368 was originally named Pottowatomie Lodge 1368 and moved to its present location in 1971; and

WHEREAS, St. Charles Lodge #1368 and its members play an integral role in the success of community projects and volunteerism in our community; and

WHEREAS, each member's contribution not only enhances but reinforces what is good, right, and pure in all of those who serve our community; and

WHEREAS, St. Charles Lodge #1368 through the generosity, commitment, and dedication of its members to the children at Mooseheart and its senior members at Moosehaven in Jacksonville, Florida is highly commended.

NOW, THEREFORE, I, Raymond P. Rogina, Mayor of the City of St. Charles, do hereby proclaim the year 2013 for the **100th ANNIVERSARY OF ST. CHARLES MOOSE LODGE #1368** and thank this organization for all the good they do within the community.

SEAL:



A handwritten signature in cursive script, reading 'Raymond P. Rogina', is written over a horizontal line.

Raymond P. Rogina, Mayor



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Motion to Approve the Closure of Parking Spaces on the West Side of the 100 Block of S. 1 st Street
Presenter:	Chief Lamkin

Please check appropriate box:

Government Operations	Government Services
Planning & Development	X
Public Hearing	City Council 8.19.13

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

Executive Summary:

In an effort to raise funds and awareness for the St. Baldrick's Foundation, the Jeans and a Cute Top Shop would like to sponsor the Votre Vu Airstream trailer on 1st Street on Thursday, August 29, 2013 from 10 a.m. to 9 p.m. Votre Vu offers spa services aboard their mobile spa and a portion of their profits go to the St. Baldrick's Foundation. In addition, Jeans and a Cute Top Shop will be donating 10% of their sales from that day to the foundation.

The event sponsor has been in contact with the area businesses and all are in agreement to utilize these spaces for this charity event.

No extra city services will be needed to set-up or facilitate this event, so there is no cost to the city. Barricades can be dropped off and picked up before and after the event as a regular work order for Public Works.

If the street parking closure is not approved, a less desirable alternative would be to use the temporary lot on South 1st Street.

Attachments: *(please list)*

Diagram and photo of Votre Vu Airstream trailer

Recommendation / Suggested Action *(briefly explain):*

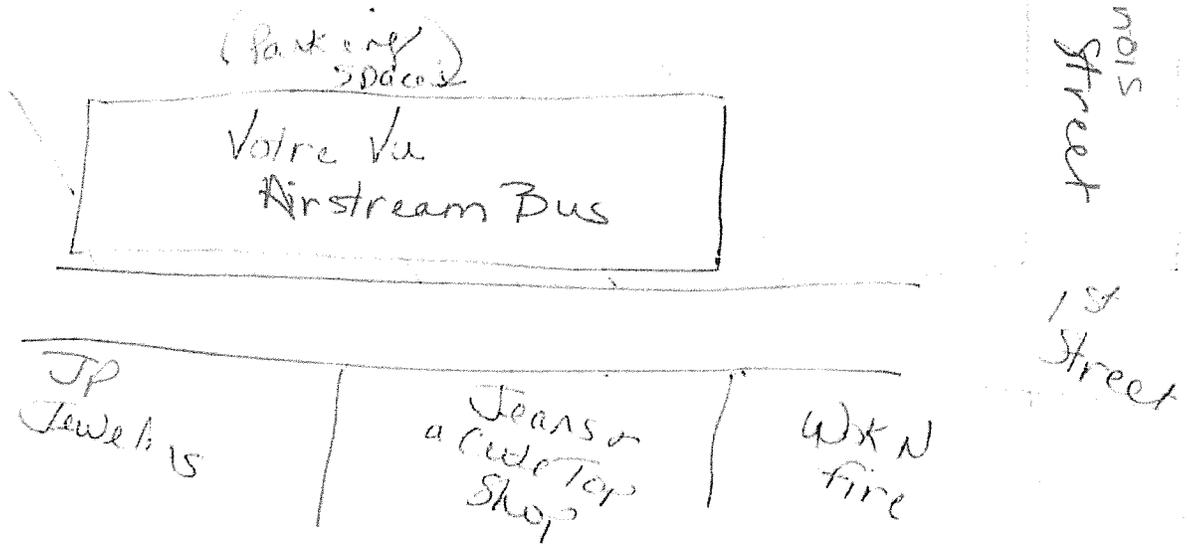
Motion to approve the closure of parking spaces on the west side of the 100 block of S. 1st Street.

<i>For office use only:</i>	<i>Agenda Item Number:</i> IC
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SECTION 4 - SITE PLAN AND/OR ROUTE MAP

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

The majority of the event will take place within the participating shops & restaurants on 1st Street. An AirStream bus from Votre Vu, which is a traveling spa, will be parked in front of Jeans & a Cut: Top Shop and JP Jewelers.



If applicable, the following must be included:

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

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



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Motion to approve a Resolution Granting an Eighth 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 (8/19/13)

Estimated Cost:	N/A	Budgeted:	<input 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 May 6, 2013, the City Council granted a seventh construction extension, which extended the deadline to August 20, 2013 (Resolution #2013-44).

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 a 90 day extension to November 19, 2013, based on direction from the August 12, 2013 Planning and Development Committee meeting.

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)*

Resolution

Recommendation / Suggested Action *(briefly explain):*

Motion to approve a Resolution Granting an Eighth Extension to Begin Construction Following Recording of the PUD Final Plat for the First Street Redevelopment PUD Phase III. The extension will be for 90 days to November 19, 2013.

For office use only

Agenda Item Number:

City of St. Charles, Illinois
Resolution No. _____

**A Resolution Granting an Eighth 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 August 19, 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

Resolution No. _____

Page 2

WHEREAS, on, May 6, 2013, the City Council approved Resolution No. 2013-44, granting an extension to begin construction, extending the date from May 7, 2013 to August 20, 2013; and

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

WHEREAS, 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 November 19, 2013, and the PUD Preliminary Plan shall remain valid until November 19, 2013.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 19th day of August 2013.

PASSED by the City Council of the City of St. Charles, Illinois, this 19th day of August 2013.

APPROVED by the Mayor of the City of St. Charles, Illinois, this 19th day of August 2013.

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

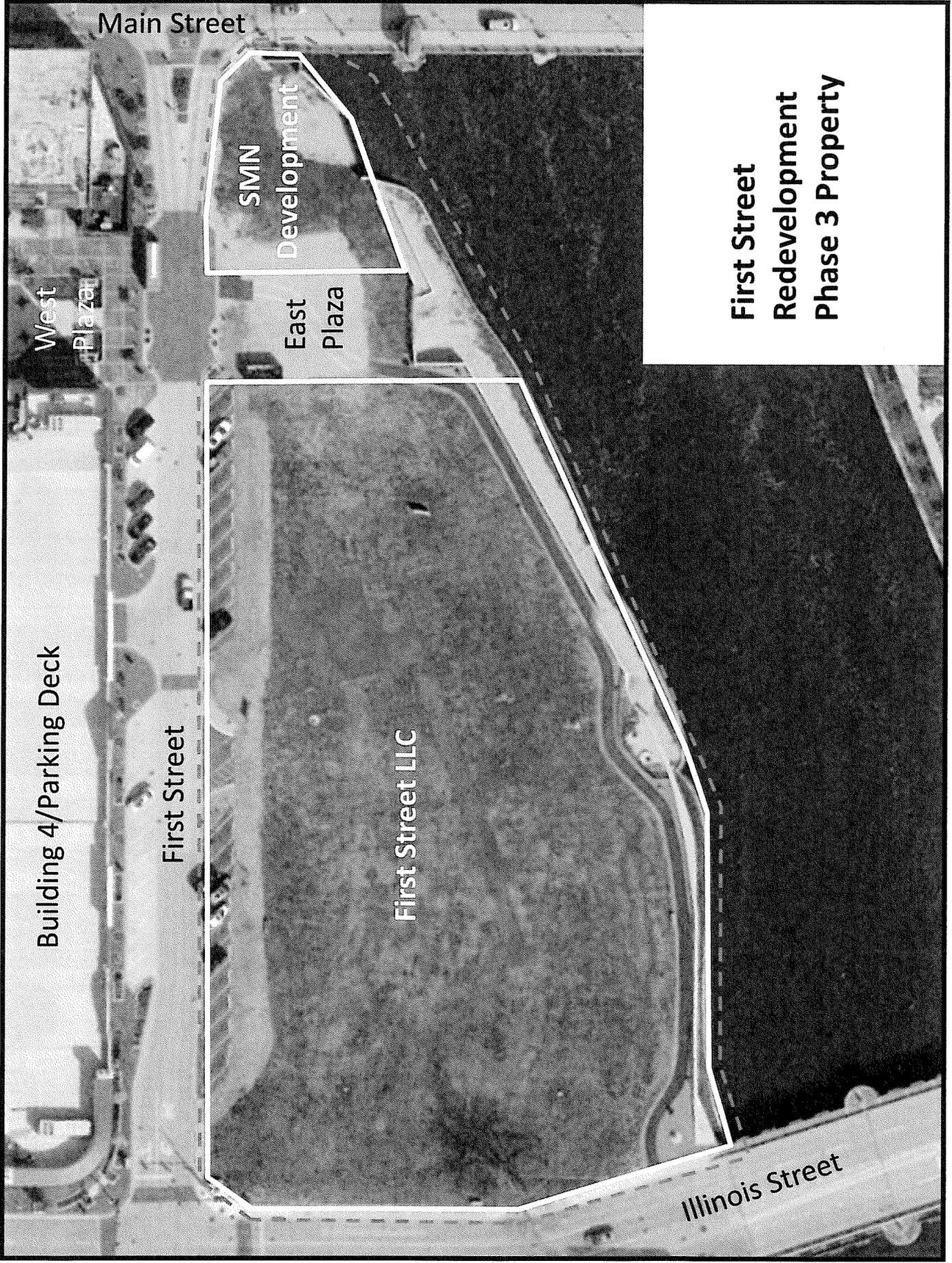
COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



**First Street
Redevelopment
Phase 3 Property**

PROJECT NO:	
APPROVED:	
DATE:	

AGENDA ITEM EXECUTIVE SUMMARY



ST. CHARLES
SINCE 1834

Title:	Motion to approve an Ordinance Authorizing the Execution of a Tenth Amendment to a Purchase Agreement By and Between the City of St. Charles and SMN Development, L.L.C.
Presenter:	Rita Tungare

2013-11-43

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 (8/19/13)

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 2008, the City entered into a purchase agreement with SMN Development, LLC, to purchase a 52 ft. wide parcel (i.e. Lot 2 of the Phase III First Street Subdivision) fronting First Street for the purpose of combining the parcel with property SMN owns at 1 W. Main St. (former Manor Restaurant parcel) to construct a four-story retail/office building. This building is known as Building 9 in the First Street Redevelopment PUD.

The agreement specifies SMN must secure the following by August 20, 2013: 1) building permit and 2) an unconditional commitment for construction financing, with a construction escrow to be opened simultaneously with, and as a condition to, the closing.

Staff is recommending an amendment to the purchase agreement allowing SMN until November 19, 2013 to meet the aforesaid conditions. The date coincides with the First Street Phase III PUD construction extension that is being considered.

Attachments: *(please list)*

Ordinance

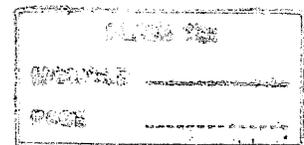
Recommendation / Suggested Action *(briefly explain):*

Motion to approve an Ordinance Authorizing the Execution of a Tenth Amendment to a Purchase Agreement By and Between the City of St. Charles and SMN Development, L.L.C.

For office use only

Agenda Item Number:

City of St. Charles, Illinois
Ordinance No. 2013-M-43



**An Ordinance Approving and Authorizing the Execution
of a Tenth 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, July 16, 2012 and May 6, 2013 (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 Tenth 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 Tenth Amendment to Purchase Agreement, the City Administrator is hereby authorized to execute this Tenth Amendment to 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 Tenth 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 Tenth 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 19th day of August, 2013.

Passed by the City Council of the City of St. Charles, Illinois, this 19th day of August, 2013.

Approved by the Mayor of the City of St. Charles, Illinois, this 19th day of August, 2013.

MAYOR RAYMOND P. ROGINA

ATTEST:

CITY CLERK

COUNCIL VOTE:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

APPROVED AS TO FORM:

_____ Date: _____
City Attorney

EXHIBIT A

TENTH AMENDMENT TO PURCHASE AGREEMENT

This TENTH Amendment to Purchase Agreement (“Ninth Amendment”) is entered into on this 19th day of August, 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, July 16, 2012 and May 6, 2013 (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 November 19, 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, 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 Tenth Amendment, the Agreement is hereby ratified to be in full force and effect.

6. Counterparts. This Tenth 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 Tenth 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: _____

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
BY: [Signature]

DATE OF PUBLICATION 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 ACity@) for the purchase of a parcel of real property (the "Property") located within the First Street Redevelopment Project Area (the ARedevlopment 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.

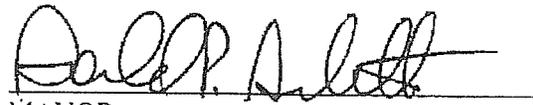
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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:

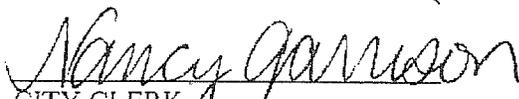

CITY CLERK



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.

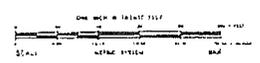
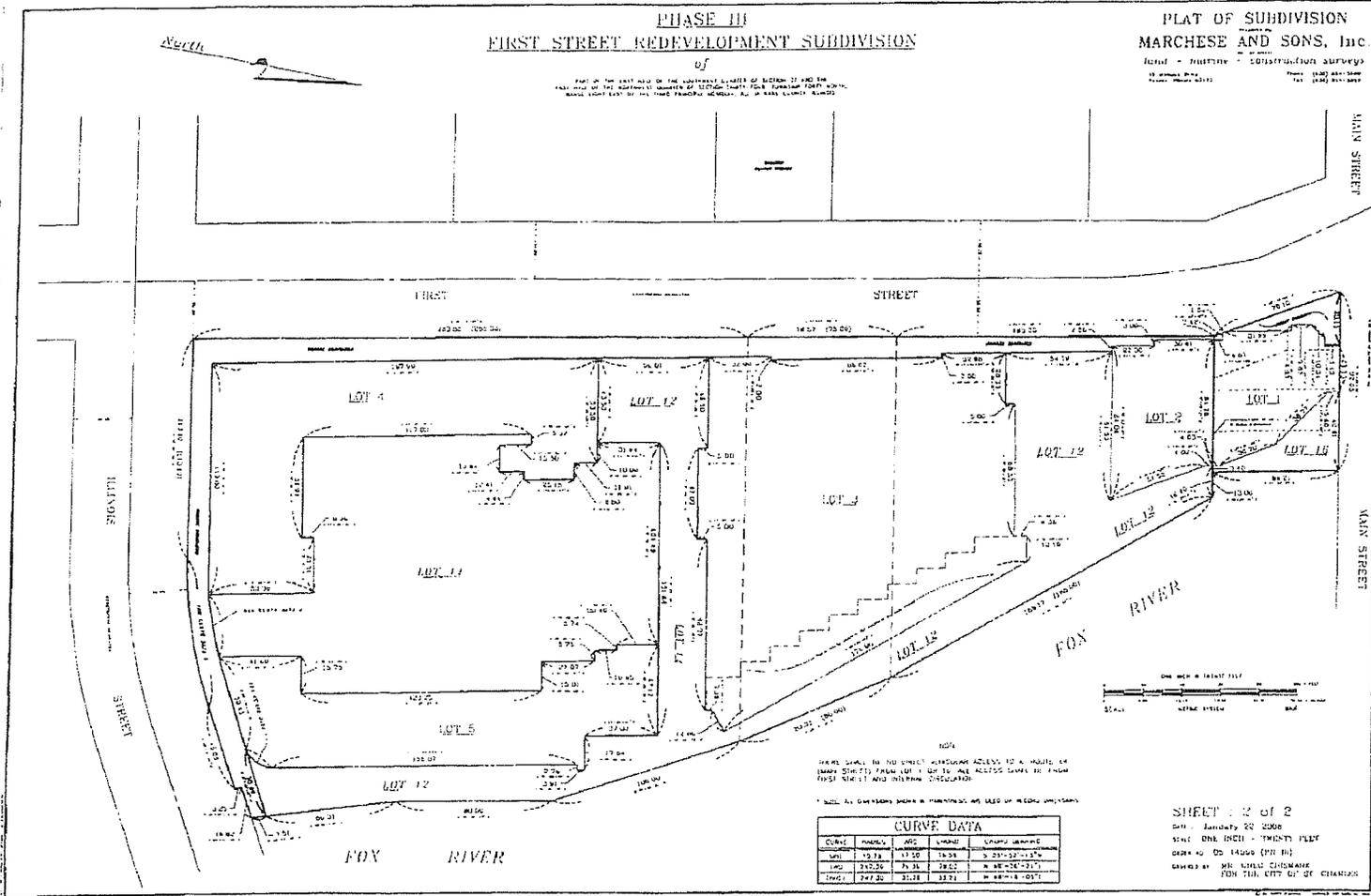


PHASE III
FIRST STREET REDEVELOPMENT SUBDIVISION

PLAT OF SUBDIVISION
MARCHESE AND SONS, Inc.
 Land - Survey - Construction Survey

Part of the east half of the northeast quarter of Section 22 and the east half of the southeast quarter of Section 23, T10N, R10E, S10M, Fox River, Ill. as shown on the first sheet of the first Marchese Subdivision, as in said County records.

15 sheets, 15x22
 15 sheets, 15x22



NOTES:
 THERE SHALL BE NO STREET WIDENING ACCESS TO A HOUSE OR
 OTHER BUILDING FROM LOT 4 OR TO ANY ACCESS DRIVE OR FROM
 THESE LOTS AND DRIVING CONCERNED.

CURVE DATA

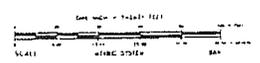
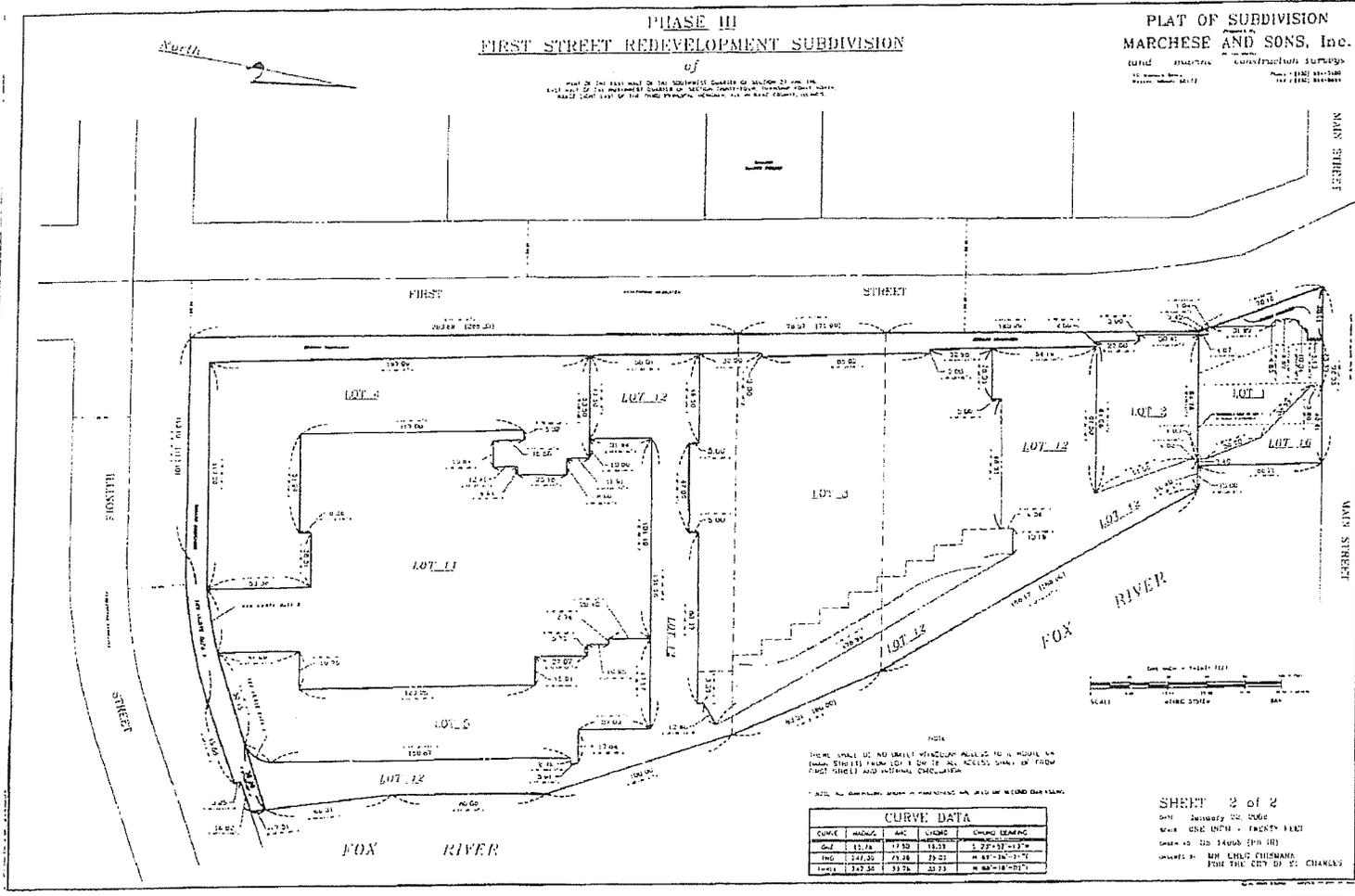
CURVE	ANGLE	ARC	CHORD	CHORD BEARING
1	73.74	11.10	10.33	S 23° 22' 11" W
2	342.25	74.36	38.62	N 88° 24' 21" E
3	247.22	31.18	32.21	N 88° 18' 03" E

SHEET 12 OF 2
 DATED January 20, 1908
 SCALE ONE INCH = TWENTY FEET
 DRAWN BY G. D. LAUGHLIN (P. 11)
 CHECKED BY MR. EARLE CHISHOLM
 FOR THE CITY OF CHICAGO

PHASE III
FIRST STREET REDEVELOPMENT SUBDIVISION

PLAT OF SUBDIVISION
MARCHESI AND SONS, Inc.
land marine construction surveys
15 Avenue B, New York, N.Y. 10011
Phone: (212) 697-1800
Telex: 270701, 270702

of
Part of the East Half of the Northwest Quarter of Section 22, T. 108 N., R. 12 E., S. 10 W., of the Northeast Quarter of Section 22, T. 108 N., R. 12 E., S. 10 W., of the First Principal Meridian, in the County of New York, State of New York.



NOTE
THIS SHALL BE NO SMALL VARIATION MADE TO A HOUSE OR
FROM STRIPS FROM LOT 1 OR IF ANY ACCESS SHALL BE FROM
FRONT STREET AND MAIN STREET.

NOTE: ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE SPECIFIED.

CURVE DATA				
CURVE	ANGLE	CHORD	CHORD BEARING	CHORD BEARING
1	117.74	17.52	15.77	S 77° 13' 11" W
2	147.25	75.28	35.21	N 47° 16' 37" E
3	147.25	75.28	35.21	N 47° 16' 37" E

SHEET 2 of 2
DATE: January 22, 1966
SCALE: ONE INCH = FORTY FEET
DRAWN BY: JIM JAGGER (P. 101)
CHECKED BY: M. H. CHISMANA
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.

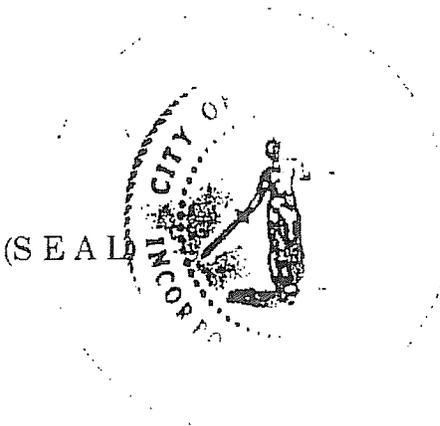
I further certify that on September 2, 2008, the Corporate Authorities of such municipality passed and approved Ordinance No. 2008-M-59, entitled

"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:	Motion to approve an Ordinance Approving and Authorizing the Execution of the Fourth Amendment to the City of St. Charles Tax Increment Financial Redevelopment Agreement (First Street Project) By and Between the City of St. Charles and First Street Development, LLC (Building 7A- Permitted Uses)
--------	---

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 – (8/19/13)

Estimated Cost:	N/A	Budgeted:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
-----------------	-----	-----------	------------------------------	-----------------------------

If NO, please explain how item will be funded:

Executive Summary:

An ordinance amending the First Street Redevelopment PUD to expand the permitted uses for the first floor of building 7A (Harris Bank building) to allow Office, Business and Professional, and Medical/Dental Clinic uses has been placed under Planning and Development Committee Reports. This item was unanimously recommended for approval by the Committee on August 12, 2013.

The Redevelopment Agreement between the City and First Street LLC regarding the First Street project incorporated the PUD approval ordinances and permitted use lists into the document as exhibits.

The attached amendment to the Redevelopment Agreement will incorporate the PUD amendment into the agreement.

No other provisions of the Redevelopment Agreement will be modified.

Attachments: *(please list)*

Ordinance

Recommendation / Suggested Action *(briefly explain):*

Motion to approve an Ordinance Approving and Authorizing the Execution of the Fourth Amendment to the City of St. Charles Tax Increment Financial Redevelopment Agreement (First Street Project) By and Between the City of St. Charles and First Street Development, LLC (Building 7A- Permitted Uses)

For office use only

Agenda Item Number:

City of St. Charles, IL
Ordinance No. 2013-M-__

**An Ordinance Approving and Authorizing the Execution of the Fourth
Amendment to the City of St. Charles Tax Increment Financial
Redevelopment Agreement (First Street Project) By and Between the City of
St. Charles and First Street Development, L.L.C.
(Building 7A- Permitted Uses)**

WHEREAS, the City of St. Charles, Kane and DuPage Counties, Illinois (the “City”) entered into a certain City of St. Charles Tax Increment Financial Redevelopment Agreement, dated as of December 15, 2006; First Amendment to City of St. Charles Tax Increment Financial Redevelopment Agreement dated June 16, 2008; Second Amendment to City of St. Charles Tax Increment Financial Redevelopment Agreement dated June 15, 2009; and Third Amendment to St. Charles Tax Increment Financial Redevelopment Agreement dated October 5, 2009 (collectively referred to as the “Agreement”) with First Street Development L.L.C., an Illinois limited liability company (the “Developer”) for purposes of redevelopment of a portion of the First Street Redevelopment Project Area (the “Redevelopment Area); and

WHEREAS, the Developer and Corporate Authorities of the City find it is in the best interest of the Developer and the City to further amend certain terms and provisions of the Redevelopment Agreement (the “Fourth Amendment to Redevelopment Agreement”); and

WHEREAS, the Corporate Authorities of the City find that the Fourth Amendment to the Redevelopment Agreement does not involve redevelopment of or conveyance of any interest in any City owned real property not included in the Redevelopment 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:

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.
2. That upon receipt from the Developer of four (4) executed copies of the Fourth Amendment to the Redevelopment Agreement, the Mayor is hereby authorized to execute, and the City Clerk is hereby authorized to attest, the Fourth Amendment to Redevelopment 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 Fourth Amendment to the Redevelopment Agreement.

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 Fourth Amendment to Redevelopment Agreement.

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, Kane and DuPage Counties, Illinois this 19th day of August, 2013.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 19th day of August, 2013.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 19th day of August, 2013.

Raymond P. Rogina, Mayor

Attest:

Nancy Garrison, City Clerk

Vote:

Ayes:

Nays:

Absent:

Abstain:

Date: _____

EXHIBIT A
FOURTH AMENDMENT TO REDEVELOPMENT AGREEMENT

**FOURTH AMENDMENT TO CITY OF ST. CHARLES
TAX INCREMENT FINANCIAL REDEVELOPMENT AGREEMENT
(FIRST STREET PROJECT)**

THIS FOURTH AMENDMENT TO CITY OF ST. CHARLES TAX INCREMENT FINANCIAL REDEVELOPMENT AGREEMENT, (the “Fourth Amendment”) is made and entered into and effective _____, 2013, by and between the City of St. Charles, an Illinois Municipal Corporation (“City”) and First Street Development, LLC an Illinois limited liability company (the “Developer”).

R E C I T A L S

- A. The City and Developer are parties to that certain City of St. Charles Tax Increment Financial Redevelopment Agreement, dated as of December 15, 2006; First Amendment to City of St. Charles Tax Increment Financial Redevelopment Agreement dated June 16, 2008; Second Amendment to City of St. Charles Tax Increment Financial Redevelopment Agreement dated June 15, 2009; and Third Amendment to St. Charles Tax Increment Financial Redevelopment Agreement dated October 5, 2009 (collectively referred to as the “Agreement”).
- B. The City and Developer desire to amend the Agreement, as set for and stated below.

IN CONSIDERATION of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto 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 as ascribed to such terms in the Agreement. To the extent any of the terms and conditions set forth in this Fourth Amendment shall conflict with any terms and conditions of the Agreement, the terms and conditions set forth in this Fourth Amendment shall at all times supersede, govern and control. In all other respects, this Fourth Amendment shall supplement the terms and conditions of the Agreement.
3. Governmental Approvals. Exhibit E-3 of the Agreement is hereby amended pursuant to the City approved Governmental Requirements, evidenced and attached hereto as Exhibit E-3 (B).
4. Prohibited and Permitted Uses. Exhibit J of the Agreement is hereby deleted in its entirety and replaced with a revised Exhibit J dated August 19, 2013, attached hereto as Exhibit J.
5. 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 of performance of any covenant or agreement required to be performed of such party under the Agreement as of the date hereof.

6. Ratification of the Agreement. Except as supplemented, amended or modified herein by this Fourth Amendment, the Agreement is hereby ratified to be in full force and effect.
7. Counterparts. This Fourth Amendment may be executed in any number of counterparts, each of them appending all necessary signatures to constitute one and the same instrument.

IN WITNESS WHEREOF, this Fourth Amendment has been duly executed by the parties hereto as of the date first written above.

CITY OF ST. CHARLES,
an Illinois municipal corporation

FIRST STREET REDEVELOPMENT, LLC,
an Illinois limited liability company

BY: _____
Its Mayor

BY: _____

Attest: _____
Its Clerk

Its: _____

EXHIBIT E-3(B)

**Amended Governmental Approval
(Attached)**

City of St. Charles, IL
Ordinance No. 2013-Z-__

An Ordinance Amending Ordinance 2006-Z-29 (First Street Redevelopment PUD) to Permit Office, Business or Professional, and Medical/Dental Clinic on the First Floor of Building 7A (401-409 S. First Street)

WHEREAS, an Application to amend Ordinance No. 2006-Z-29, “An Ordinance Granting Certain Special Use Permits, Granting Certain Exceptions and Deviations from the Requirements of the Zoning Ordinance and the Subdivision Regulations, Granting Preliminary Planned Unit Development Plan Approval, Granting Conditional Approval of the Final Plat of Subdivision for Phase I and Related Matters for the ‘First Street Redevelopment’” has been filed by First Street Redevelopment, LLC. (“Applicant”) pertaining to the real estate legally described in Exhibit “A” (“Subject Property”) attached hereto, commonly known as Building 7A of the First Street Redevelopment PUD, for the purpose of allowing office uses on the first floor; and,

WHEREAS, Notice of Public Hearing on said Application was published on or about July 19, 2013, in a newspaper having general circulation within the City, to-wit, the Kane County Chronicle newspaper, all as required by the statutes of the State of Illinois and the ordinances of the City; and,

WHEREAS, pursuant to said Notice, the Plan Commission conducted a public hearing on or about August 6, 2013 on said Application in accordance with the statutes of the State of Illinois and the ordinances of the City; and,

WHEREAS, at said Public Hearing, the Applicant presented testimony in support of said Application and all interested parties had an opportunity to be heard; and,

WHEREAS, the Plan Commission recommended approval of the Application on or about August 6, 2013; and,

WHEREAS, the Planning and Development Committee of the City Council recommended approval of the Application on or about August 12, 2013; and,

WHEREAS, the City Council of the City of St. Charles has received the recommendations of the Plan Commission and Planning and Development Committee and has considered the same.

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

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

2. The City Council of the City of St. Charles hereby adopts the Findings of Fact of the Plan Commission as fully set forth in Exhibit “B” hereto, as its Findings of Fact.

3. That Section Six, Subsection A of Ordinance No. 2006-Z-29 “An Ordinance Granting Certain Special Use Permits, Granting Certain Exceptions and Deviations from the Requirements of the Zoning Ordinance and the Subdivision Regulations, Granting Preliminary Planned Unit Development Plan Approval, Granting Conditional Approval of the Final Plat of Subdivision for Phase I and Related Matters for the ‘First Street Redevelopment’” is hereby deleted in its entirety and replaced by the following:

“(A) Only the following uses, as defined in the City's Zoning Ordinance, shall be permitted on the first floor of enclosed buildings located on the Subject Realty: Art Gallery/Studio, Coffee or Tea Room, Cultural Facility, Indoor Recreation and Amusement, Live Entertainment, Personal Services, Restaurant, Retail Sales, Tavern/Bar, Theater, Local Utility and Accessory Uses to the preceding uses. In addition, the following uses, as defined in the City's Zoning Ordinance, shall be permitted (a) on the first floor of buildings 7B and the Blue Goose, as shown on the Preliminary PUD Plan: Bank and Financial Institution **and (b) on the first floor of building 7A as shown on the PUD Preliminary Plan: Bank and Financial Institution, Office, Business or Professional, and Medical/ Dental Clinic.**

Notwithstanding the foregoing, the following uses shall occupy no more than 25% of the gross leasable floor area on the first floor of the buildings located on the Subject Realty, exclusive of ground floor parking areas, the Blue Goose, **and building 7A**: Cultural Facility, Indoor Recreation and Amusement, Personal Services, Theater, Local Utility, Bank, Financial Institution. The 25% limitation shall be calculated on a cumulative basis among all of the buildings located on the Subject Realty, excluding ground floor parking areas, the Blue Goose, **and building 7A**.

4. That based upon Section 3 above, the following uses, as defined in the City's Zoning Ordinance, are permitted on the first floor of building 7A, and any individual or combination of these uses can occupy 100% of the first floor of building 7A:

- Art Gallery/Studio
- Coffee or Tea Room
- Cultural Facility
- Indoor Recreation and Amusement
- Live Entertainment
- Personal Services
- Restaurant
- Retail Sales
- Tavern/Bar
- Theater
- Local Utility
- Bank and Financial Institution with Drive-Through Facility
- Office, Business or Professional
- Medical/ Dental Clinic
- Accessory Uses to the preceding uses

5. That the subject property may be developed and used only in accordance with all ordinances of the City now in effect of hereafter amended or enacted.

6. 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, Kane and DuPage Counties, Illinois this 19th day of August, 2013.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 19th day of August, 2013.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 19th day of August, 2013.

Raymond P. Rogina, Mayor

Attest:

Nancy Garrison, City Clerk

Vote:

Ayes:

Nays:

Absent:

Abstain:

Date: _____

EXHIBIT A
LEGAL DESCRIPTION

LOT 8 IN FIRST STREET REDEVELOPMENT SUBDIVISION, IN THE CITY OF ST. CHARLES,
KANE COUNTY, ILLINOIS.

EXHIBIT B
FINDINGS OF FACT

**AMENDMENT TO SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT
(FIRST STREET REDEVELOPMENT – BUILDING 7A 401-409 S. FIRST STREET)**

From the St. Charles Zoning Ordinance, Section 17.04.410.D.3:

The Plan Commission shall not favorably recommend, and the City Council shall not approve, a Special Use for a PUD or an amendment to a Special Use for a PUD unless they each make findings of fact based on the application and the evidence presented at the public hearing that the PUD is in the public interest, based on the following criteria:

i. The proposed PUD advances one or more of the purposes of the Planned Unit Development procedure stated Section 17.04.400.A.

This property is locating in the existing First Street Redevelopment PUD and the building has already been constructed. The proposed amendment does not alter the purpose of the PUD as approved in 2006, but will align the provisions of the PUD with the current standards of the underlying Zoning District.

ii. The proposed PUD and PUD Preliminary Plans conform to the requirements of the underlying zoning district or districts in which the PUD is located and to the applicable Design Review Standards contained in Chapter 17.06, except where:

The proposed PUD amendment will permit uses that are currently permitted in the underlying CBD-1 Central Business Zoning District within the vacant tenant spaces in building 7A. Therefore, this PUD amendment is not requesting any relief from the Zoning Ordinance and will conform to the provisions of the underlying Zoning District.

a) Conforming to the requirements would inhibit creative design that serves community goals, or

b) Conforming to the requirements would be impractical and the proposed PUD will provide benefits that outweigh those that would have been realized by conforming to the applicable requirements.

iii. The proposed PUD conforms with the standards applicable to Special Uses (Section 17.04.330.C.2).

a. Public Convenience: The Special Use will serve the public convenience at the proposed location.

This location is isolated from the planned retail concentration of the First Street Redevelopment PUD and is located outside of the Downtown Overlay District. This amendment does not alter the intent or scope of the approved PUD and there are no proposed changes to the exterior of the building or to the parking/Drive-Through Facility. This amendment will permit a larger variety of uses in the vacant tenant space. This will increase the likelihood of a tenant occupying this space, which has been vacant for 5 years. Eliminating this vacancy will create increased activity within the First Street Redevelopment project.

- b. Sufficient Infrastructure: That adequate utilities, access roads, drainage and/or necessary facilities have been, or are being, provided.**

The use is already constructed. The utilities and infrastructure already exist on and around the site and will not be altered by these modifications.

- c. Effect on Nearby Property: That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood.**

The building and Drive-Through Facility are already constructed and have existed on this site since 2008. This proposal will not modify the exterior or site plan, but will permit the applicant to fill a vacant commercial space and finish the first floor interior of building 7A. Completion of this first floor space will enhance the appeal of the building and generate commercial activity in this location.

- d. Effect on Development of Surrounding Property: That the establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.**

The surrounding properties are already developed or are located within Planned Unit Developments that detail how these properties will be developed in the future. Increasing the number of permitted uses will facilitate the occupancy of these vacant spaces located in Building 7A.

- e. Effect on General Welfare: That the establishment, maintenance or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort or general welfare.**

This building already exists on this property. Since this building is already established there will not be any new impacts created by this PUD amendment. These spaces were anticipated to be filled by commercial users; therefore, this amendment will only increase the number of commercial businesses that can locate within this space.

- f. Conformance with Codes: That the proposed Special Use conforms to all existing Federal, State and local legislation and regulation and meets or exceeds all applicable provisions of this Title, except as may be varied pursuant to a Special Use for Planned Unit Development.**

The amendment will conform to all applicable regulations in the underlying CBD-1 Central Business District and the specific provisions of the Ordinance No. 2006-Z-29 (First Street Redevelopment).

- iv. The proposed PUD will be beneficial to the physical development, diversity, tax base and economic well-being of the City.**

This location is isolated from the planned retail concentration of the First Street Redevelopment PUD and is located outside of the Downtown Overlay District. This amendment will permit the build out of an existing vacant commercial space that is located

on the first floor of building 7A. This will increase commercial activity in this area and promote the continued development of the First Street Redevelopment project.

v. The proposed PUD conforms to the purposes and intent of the Comprehensive Plan.

N/A

EXHIBIT J

**Prohibited and Permitted Uses
(Attached)**

EXHIBIT J

PROHIBITED AND PERMITTED USES; DEFINITIONS

August 19, 2013

A. Only the following uses, as defined herein, shall be permitted on the first floor of enclosed buildings within the Project:

1. Art Gallery/Studio
2. Coffee or Tea Room
3. Cultural Facility*
4. Indoor Recreation and Amusement*
5. Live Entertainment
6. Personal Services*
7. Restaurant
8. Retail Sales
9. Tavern/Bar
10. Theater*
11. Utility, Local*
12. Accessory uses to the preceding uses 1 through 11.

B. In addition, the following uses, as defined herein, shall be permitted on the first floor of:

1. Building 7B and Blue Goose: Bank*, Financial Institution*
2. Building 7A: Bank, Financial Institution, Office- Business or Professional, Medical Dental Clinic.

*Not more than 25% of the total gross leasable floor area on the first floor of all enclosed buildings within the Project, exclusive of ground floor parking areas, the Blue Goose and Building 7A, may be occupied by these uses.

Definitions:

Certain terms in this list of Definitions define a category of uses, to allow some flexibility and in order to eliminate overly detailed lists of uses. These terms are referred to as generic uses, and are indicated by including (G) in the definition.

Accessory Use (G). A use that is subordinate in area, extent and purpose to the principal use on the lot, and that is customarily maintained for the benefit of a permitted principal use.

Adult Uses. Adult Uses means adult bookstores, adult entertainment cabarets, adult motion picture theaters, adult novelty stores, or any combination thereof, as follows:

- A. **Adult Bookstore.** An establishment having at least twenty-five percent (25%) of its sales or display area devoted to books, magazines, films and/or videos for sale or rent, or other media or publications which are distinguished or characterized by their emphasis on matter depicting, describing or relating to Specified Anatomical Activities or Specified Anatomical Areas, or an establishment with a segment or section devoted to the sale or display of such materials, or an establishment that holds itself out to the public as a purveyor of such materials based upon its signage, advertising, displays, actual sales, presence of video preview or coin-operated booths, exclusion of minors from the establishment's premises or any other factors showing the establishment's primary purpose is to purvey such material.

- B. Adult Entertainment Cabaret.** A public or private establishment which features topless dancers, strippers, go-go dancers, male or female impersonators, lingerie or bathing suit fashion shows, not infrequently features entertainers who display Specified Anatomical Areas or features entertainers who, by reason of their appearance or conduct, perform in a manner which is designed primarily to appeal to the prurient interest of the patron or features entertainers who engage in, or are engaged in, explicit simulation of Specified Sexual Activities.
- C. Adult Motion Picture Theater.** A building or area used for presenting materials distinguished or characterized by an emphasis on matter depicting, describing or relating to Specified Sexual Activities or Specified Anatomical Areas for observation by patrons therein or for viewing on premises by use of motion picture devices or by coin-operated means,
- D. Adult Novelty Store.** An establishment having at least twenty-five percent (25%) of its sales or stock in trade consisting of toys, devices, clothing novelties, lotions and other items distinguished or characterized by their emphasis on or use for Specialized Sexual Activities or Specified Anatomical Areas, or an establishment that holds itself out to the public as a purveyor of such materials based upon its signage, advertising, displays, actual sales, exclusion of minors from the establishment's premises or any other factors showing the establishment's primary purpose is to purvey such material.
- E. Specified Sexual Activities.** For the purpose of this Title, Specified Sexual Activities means: 1) human genitals in a state of sexual stimulation or arousal; 2) acts of human masturbation, sexual intercourse or sodomy; and 3) fondling or other erotic touching of human genitals, pubic region, buttocks or female breasts.
- F. Specified Anatomical Areas.** For the purposes of this Title, Specified Anatomical Areas means: 1) less than completely and opaquely covered human genitals, pubic region, buttocks or female breasts below a point immediately above the tope of the areola; and 2) human genitals in a discernable turgid state, even if completely and opaquely covered.

Art Gallery/Studio. Premises used principally for the sale, display and exhibition of art. This use may include accessory production of art products and instruction in the production of art using paint, clay, fabric or other media. This use does not include the mass production or manufacture of objects.

Bank. An establishment such as a bank, savings bank, or credit union that offers financial services including maintaining checking and savings accounts, and issuing loans and other credit. Investment and other financial services may be provided as part of a bank's range of services. This use is distinct from Financial Services Institution, which does not offer checking and savings accounts.

Carpet Store. A carpet store is a full-service retail facility that specializes in the sale of carpeting.

Coffee or Tea Room. A limited menu restaurant which is located in conjunction with and on the same premises as a retail use. As a permitted use, a Coffee or Tea Room need not meet the definition of an accessory use in relation to the retail use. As an accessory use, the Coffee or Tea Room must meet the definition of an accessory use in relation to the retail use.

Cultural Facility (G). Facilities open to the public including, but not limited to, museums, cultural centers, and aquariums. Cultural Facility does not include Library, Place of Worship or Lodge or Private Club, as defined herein.

Currency Exchange. A business that, for compensation, cashes checks, warrants, drafts, money orders, or other commercial paper serving the same purpose. This classification does not include a Financial Institution, as defined herein, or a Retail Goods Establishment or Personal Services Establishment where the cashing of checks or money orders is incidental to the principal use.

Electronics Superstore. An establishment with more than 30,000 square feet of floor area that specializes in the

sale of electronic merchandise. Examples of items sold in these stores include: televisions, audio and video players and recorders; software; telephones; computers; and general electronics accessories. Major home appliances may also be sold at these facilities.

Financial Institution (G). An establishment, the principal use or purpose of which is the provision of financial services including, but not limited to, mortgage companies and investment services. Financial Institution shall not include currency exchanges, banks, credit unions, and savings banks.

Furniture Store. A furniture store is a full-service retail facility that specializes in the sale of furniture. Furniture stores are generally large and may include storage areas. Although some home accessories may be sold, furniture stores primarily focus on the sale of pre-assembled furniture.

Gas Station. An establishment offering for sale at retail to the public, fuels, oils and accessories for motor vehicles, which may also offer convenience goods such as food, beverages, and other items typically found in a convenience market. Gas Station does not include Motor Vehicle Service and Repair, Minor, as defined herein. For Gas Station facilities with drive-up fast food windows, see Drive-In Facility.

Health/Fitness Club. An establishment that provides exercise facilities such as running, jogging, aerobics, weight lifting, court sports and swimming, as well as locker rooms, showers, massage rooms, saunas and related accessory uses.

Heavy Retail and Service (G). A retail and/or service establishment including, but not limited to, equipment rental and leasing, lumberyards and other building material and building supply sales establishments; commercial greenhouses and garden centers; landscape, construction and lawn maintenance contractor yards; contractor's offices and storage; bulk materials sales and storage; swimming pool sales; and playground equipment sales and rental. Outdoor Sales Areas and outdoor storage are permitted as accessory uses. Heavy Retail and Service does not include Home Improvement Center, Retail Sales, Pawn Shops, or Adult Uses, as defined herein.

Home Improvement Center. An establishment with more than 50,000 square feet of floor area that sells building supplies, construction equipment, home decorating fixtures and accessories, and related goods and services to the general public. Outdoor Sales, Permanent and Temporary, are permitted as accessory uses. Home Improvement Center is distinct from Heavy Retail and Service, as defined herein.

Indoor Recreation and Amusement (G). Indoor facilities including Health/Fitness Clubs, sports arenas, swimming pools, ice or roller skating rinks, bowling alleys, tennis, handball and other court games, sports clubs, indoor golf, paintball marking, pool, billiards, foosball, table tennis, shuffleboard, pinball machines, video games and similar recreation or amusement facilities. This use may include accessory uses such as snack bars, pro shops and locker rooms, which are designed and intended primarily for the use of patrons of the principal recreational use.

Live Entertainment (G). The performance of singing, playing musical instruments, spoken word, or dancing by live performers within an establishment such as a Restaurant or Tavern/Bar, or portion thereof. Live Entertainment does not include Theaters that may have live musical performances as part of a theatrical production, or Restaurants that play low volume background music. Live Entertainment is conducted indoors, while Temporary Outdoor Entertainment is subject to the use standards of Section 17.20.020 (Temporary Uses).

Motor Vehicle Service and Repair, Major. Motor Vehicle Service and Repair, Major includes, but shall not be limited to, establishments involved in major reconditioning of worn or damaged motor vehicles or trailers, engine rebuilding, towing and collision service, including body, frame or fender straightening or repair, and overall painting of motor vehicles. Such establishments often require the storage of vehicles to be repaired.

Motor Vehicle Service and Repair, Minor. An establishment which performs minor repairs to any motor vehicle, including repairs and replacement of cooling, electrical, fuel and exhaust systems, brake adjustments, relining and repairs, wheel alignment and balancing, and repair and replacement of shock absorbers. Such use may include the sales of gasoline, motor oil, lubricants or other motor vehicle accessories. This use does not permit the storage of repair vehicles for more than twenty four (24) hours on the site and does not include the services and activities of Motor Vehicle Service and Repair, Major, as defined herein.

Pawn Shop. An establishment where loans are offered on the security of personal property and where unclaimed property is sold.

Personal Services (G). An establishment where personal services are provided directly to the customer. This use includes, but is not limited to, barber shops, beauty parlors, laundry and dry cleaning establishments, funeral homes/mortuaries, tanning salons, tailors, domestic pet grooming, shoe repair shops, and the like. This use may include incidental retail sales of goods. Tattoo Parlors, Currency Exchanges, Motor Vehicle Rental and Adult Uses are not permitted as Personal Services establishments.

Restaurant. An establishment in which the primary activity is prepared food service, provided for consumption on the premises or for carry-out. Live entertainment is permitted as an accessory use within completely enclosed areas; and outdoor dining, including service to patrons seated outdoors, is permitted as an accessory use on the premises. This use is distinct from a Tavern/Bar where the primary purpose is the sale of alcoholic beverages, or snack bars or refreshment stands that are accessory to recreational or amusement facilities. For restaurants with drive-up windows, see Drive-In Facility; for restaurants with outdoor live entertainment, see Outdoor Entertainment.

Retail Sales (G). An establishment where the primary purpose is the sale of physical goods, products or merchandise directly to the consumer. This use includes, but is not limited to, stores that sell groceries, hardware, clothing, auto parts, electronics, appliances, jewelry, antiques and shoes. This use also includes Carpet Stores, Electronics Superstores, and Furniture Stores. This use does not include Heavy Retail and Service, Home Improvement Center, Pawn Shops, or *Adult Uses*, as defined herein.

Tattoo Parlor. An establishment whose principal business activity, either in terms of operation or as held out to the public, is the practice of placing of designs, letters, figures, symbols or other marks upon or under the skin of any person, using ink or other substances, which result in the permanent coloration of the skin by means of the use of needles or other instruments designed to contact or puncture the skin.

Tavern/Bar. An establishment primarily engaged in serving alcoholic liquor for consumption on the premises. This use may also include accessory sale of prepared food. Live entertainment is permitted as an accessory use in completely enclosed areas. This use does not include Outdoor Dining, unless permitted as a Special Use.

Theater. An indoor establishment where live performances, motion pictures, or other recorded media are offered for public viewing, where admission is charged. This use does not include any *Adult Use*, as defined herein.

Utility, Local. Infrastructure services that need to be located in the area where the service is provided, and which generally do not have employees at the site. This includes overhead utility lines and poles; electrical transformers and switchgear; traffic signals and controllers; street lighting; wastewater lift stations; fire hydrants and standpipes; water supply wells, reservoirs and towers; stormwater drainage and underground gas, electrical, telephone, communications, water distribution, wastewater collection, and drainage facilities. This use does not include the facilities included under Utility, Community/Regional as defined herein.