

AGENDA
ST. CHARLES CITY COUNCIL MEETING
LORA VITEK, MAYOR
MONDAY, JUNE 17, 2024 – 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. Presentations**
 - Juneteenth Proclamation
- 6. Omnibus Vote. Items with an asterisk (*) are considered to be routine matters and will be enacted by one motion. There will be no separate discussion on these items unless a council member/citizen so requests, in which event the item will be removed from the consent agenda and considered in normal sequence on the agenda.**
- *7. Motion to accept and place on file minutes of the regular City Council meeting held on June 3, 2024.**
- *8. Motion to approve and authorize issuance of vouchers from the Expenditure Approval List for the period of 5/27/2024 – 6/9/2024 in the amount of \$4,222,678.70.**

I. Old Business

- A. None**

II. New Business

- A. Motion to approve a **Resolution** Authorizing the Execution of an Agreement Between the City of St. Charles and the St. Charles Professional Firefighter's Association I.A.F.F. Local 3322.**

III. Committee Reports

A. Government Operations

- *1. Motion to approve City Parking Lot “T” Closure and Amplification for the 2024 Plein Air Art Sale.
- *2. Motion to approve Amplification and Use of a Portion of First Street Plaza for the 2024 Jazz Weekend.
- *3. Motion to accept and place on file minutes of the June 3, 2024, Government Operations Committee meeting.
- *4. Motion to accept and place on file minutes of the May 20, 2024, Government Operations Committee Meeting Executive Session.
- *5. Motion to accept and place on file minutes of the June 3, 2024, Government Operations Committee Meeting Executive Session.

B. Government Services

- *1. Motion to approve and place on file the Minutes of the April 22, 2024 Government Services Committee Meeting.

C. Planning and Development

- *1. Motion to approve a **Resolution** Authorizing the Mayor and City Council to Execute a Façade Improvement Agreement between the City of St. Charles and Millington Square LLC (619 W Main St.)
- *2. Motion to approve a **Resolution** Authorizing the Mayor and City Council to Execute a Façade Improvement Agreement between the City of St. Charles and H & C Hospitality LLC (201 E Main St.)
- *3. Motion to approve a **Resolution** Authorizing the Mayor and City Council to Execute a Façade Improvement Agreement between the City of St. Charles and Paul Jasper (405 W Main St.)
- *4. Motion to approve an **Ordinance** Granting Approval of a Plat of Vacation for 407 S 5th St.
- 5. Motion to approve an **Ordinance** Authorizing Execution of a Real Estate Contract between the City of St. Charles and Habitat for Humanity of Northern Fox Valley Regarding the Conveyance of 1417 Dean Street & Vacated City Right-of-Way.
- *6. Motion to approve and Execute an Acceptance **Resolution** for Public Utility for Prairie Centre – 2060 Lincoln Hwy.
- *7. Motion to approve and Execute an Acceptance **Resolution** for Public Utility for 7 S. 2nd Ave.

- *8. Motion to waive the formal bid procedure and approve a **Resolution** to Authorize Professional Services Agreement with TPI Building and Code Consultants Inc. for Inspection and Plan Review Services.
- 9. Motion to approve a **Resolution** Authorizing the Execution of a Shared Parking Agreement with St. Charles Public Library.

9. Public Comment

10. Additional Items from Mayor, Council or Staff

11. Executive Session

- Personnel – 5 ILCS 120/2(c)(1)
- Pending, Probable or Imminent Litigation – 5 ILCS 120/2(c)(11)
- Property Acquisition – 5 ILCS 120/2(c)(5)
- Collective Bargaining – 5 ILCS 120/2(c)(2)
- Review of Executive Session Minutes – 5 ILCS 120/2(c)(21)

12. Adjournment

ADA Compliance

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the ADA Coordinator, Jennifer McMahon, at least 48 hours in advance of the scheduled meeting. The ADA Coordinator can be reached in person at 2 East Main Street, St. Charles, IL, via telephone at (630) 377 4446 or 800 526 0844 (TDD), or via e-mail at jmcmahon@stcharlesil.gov. Every effort will be made to allow for meeting participation. Notices of this meeting were posted consistent with the requirements of 5 ILCS 120/1 et seq. (Open Meetings Act).

OFFICE OF



THE MAYOR

PROCLAMATION

Juneteenth Proclamation

WHEREAS, on January 1, 1863, President Abraham Lincoln issued the Emancipation Proclamation, which paved the way to formally abolish slavery in the United States; and

WHEREAS, the Civil War ended with the surrender of General Lee at Appomattox Court House in Virginia on April 9, 1865; and

WHEREAS, June 19, 1865, marks the day Union General Gordon Granger arrived in Galveston, Texas and announced: "The people of Texas are informed that, in accordance with a proclamation from the Executive of the United States, all slaves are free;"

WHEREAS, June 19th became known as Juneteenth, a holiday celebrating the end of slavery in the United States; and

WHEREAS, Juneteenth celebrates the freedom, achievements, and culture of Black Americans; and

WHEREAS, on June 17, 2021, Juneteenth officially became a federal holiday and recognition of this day reminds each of us of the promise of equality in America for all Americans;

NOW, THEREFORE, I, Lora Vitek, Mayor of the City of St. Charles, do hereby proclaim **June 19, 2024**, be recognized as **Juneteenth** in St. Charles, a day to reflect on the ways Black Americans have enriched our society with their contributions, and to honor freedom, equality, and opportunity for all.



Lora A. Vitek

MINUTES
ST. CHARLES CITY COUNCIL MEETING
LORA A. VITEK, MAYOR
MONDAY, JUNE 3, 2024 – 7:00 P.M.
CITY COUNCIL CHAMBERS
2 E. MAIN STREET

1. Call to Order.

The meeting was called to order by Mayor Vitek at 7:01 pm.

2. Roll Call

Present: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber

Absent: None

3. Invocation

4. Pledge of Allegiance

5. Presentations

- Recognition of St. Charles East High School Wrestling State Champs Ben Davino & Jayden Colon.
- Gun Violence Proclamation
- Pride Month Proclamation
- American Diabetes Association Proclamation

6. Motion by Ald. Bessner second by Ald. Wirball to approve the 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.

Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.

Motion Carried

***7. Motion by Ald. Bessner second by Ald. Wirball to accept and place on file minutes of the regular City Council meeting held on May 20, 2024.**

Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.

Motion Carried

***8. Motion by Ald. Bessner second by Ald. Wirball to approve and authorize issuance of vouchers from the Expenditure Approval List for the period of 5/13/2024-5-26-2024 in the amount of \$4,311,450.74.**

Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried

I. Old Business

A. None

II. New Business

B. None

III. Committee Reports

A. Government Operations

- *1. Motion by Ald. Bessner second by Ald. Wirball to approve a **Resolution 2024-81** approving the Visitors Cultural Commission Funding Allocations for FY 24-25 and the Related Funding Agreements.
Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried
- *2. Motion by Ald. Bessner second by Ald. Wirball to approve a **Resolution 2024-82** authorizing CityView annual support and maintenance services from Harris Computer Systems for \$37,187.
Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried
- *3. Motion by Ald. Bessner second by Ald. Wirball to approve a **Resolution 2024-83** authorizing software subscription with Granicus, LLC for a cost of \$28,528.
Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried
- *4. Motion by Ald. Bessner second by Ald. Wirball to approve a proposal for a Sound Amplification Permit and a New Class E-1 Temporary Liquor License for the “Hops for Hope 5K” to be held at Mt. Saint Mary’s Park on October 5, 2024.
Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried

- *5. Motion by Ald. Bessner second by Ald. Wirball to approve fireworks at St. Charles Country Club on July 3, 2024.
Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried
- *6. Motion by Ald. Bessner second by Ald. Wirball to approve the annual July 4th Fireworks display as presented by the St. Charles Park District from Langum Park.
Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried
- *7. Motion by Ald. Bessner second by Ald. Wirball to approve the purchase of a Pierce Enforcer PUC pumper fire engine for the Fire Department.
Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried
- *8. Motion by Ald. Bessner second by Ald. Wirball to accept and place on file minutes of the May 20, 2024, Government Operations Committee meeting.
Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried

B. Government Services

- *1. Motion by Ald. Bessner second by Ald. Wirball to Amend **Ordinance 2024-M-10** of City of St. Charles Code 13.08.320 Customer Self-Generation Net Metering Policy.
Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried
- *2. Motion by Ald. Bessner second by Ald. Wirball to Approve a **Resolution 2024-84** Authorizing a Construction Contract for the Swenson Avenue Base Reclamation Project.
Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried
- *3. Motion by Ald. Bessner second by Ald. Wirball to Approve a **Resolution 2024-85** Authorizing a Construction Contract for Prairie Street Bridge Repairs.
Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried

- *4. Motion by Ald. Bessner second by Ald. Wirball to Approve a **Resolution 2024-86** Authorizing a Construction Contract for the Riverside Culvert Improvements Project.
Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried
- *5. Motion by Ald. Bessner second by Ald. Wirball to Approve a **Resolution 2024-87** Authorizing the Purchase of Vehicles and Equipment Budgeted in FY24 and the Sale or Trade of Corresponding Vehicles to be Replaced.
Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried
- *6. Motion by Ald. Bessner second by Ald. Wirball to Approve a **Resolution 2024-88** Awarding a Proposal for SCADA Program Management to Concentric Integration.
Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried
- *7. Motion by Ald. Bessner second by Ald. Wirball to Waive the Formal Bid Procedure and Approve a **Resolution 2024-89** to Award Purchase of the Primary Clarifier Repair Parts.
Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried
- *8. Motion by Ald. Bessner second by Ald. Wirball to Approve a **Resolution 2024-90** Authorizing a Consultant Contract with Arcon Associates, Inc. for Architectural Services.
Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried
- *9. Motion by Ald. Bessner second by Ald. Wirball to Approve a **Resolution 2024-91** Authorizing a Budget Addition to Replace 32' Dump Trailer.
Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried
- *10. Motion by Ald. Bessner second by Ald. Wirball to Waive the Formal Bid Procedure and Approve a **Resolution 2024-92** Awarding a Proposal for the Eastside Lift Station Pump Repair.
Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried

- *11. Motion by Ald. Bessner second by Ald. Wirball to Approve a **Resolution 2024-93** Authorizing a Consultant Contract for Phase III Construction Engineering for Swenson Base Reclamation.
Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried
- *12. Motion by Ald. Bessner second by Ald. Wirball to Approve a **Resolution 2024-94** Authorizing a Consultant Contract for Phase III Construction Engineering for the Riverside Culvert Improvements Project.
Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried
- *13. Motion by Ald. Bessner second by Ald. Wirball to Approve a **Resolution 2024-95** Approving a Contract Change Order to Martam Construction for IDOT Right-of-Way Work for 1st Street Plaza Project.
Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried

C. Planning and Development

- *1. Motion by Ald. Bessner second by Ald. Wirball to accept and place on file minutes of the May 13, 2024, Planning & Development Committee meeting.
Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried

9. **Public Comment**

10. **Additional Items from Mayor, Council or Staff**

- Mayor Vitek wished all the dads a Happy Father's Day.
- Ald. Pietryla praised the police department for their dedication to safety in our downtown area.
- Ald. Wirball mentioned that no skateboarding signs are up around the downtown area.

11. **No Executive Session**

- Personnel – 5 ILCS 120/2(c)(1)
- Pending, Probable or Imminent Litigation – 5 ILCS 120/2(c)(11)
- Property Acquisition – 5 ILCS 120/2(c)(5)
- Collective Bargaining – 5 ILCS 120/2(c)(2)
- Review of Executive Session Minutes – 5 ILCS 120/2(c)(21)

12. Adjournment

Motion by Ald. Lencioni, second by Ald. Wirball to adjourn the meeting at 7:22 pm.

Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.

Motion Carried

Nancy Garrison, City Clerk

CERTIFIED TO BE A TRUE COPY OF ORIGINAL

Nancy Garrison, City Clerk

ADA Compliance

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6/14/2024

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

5/27/2024 - 6/9/2024

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT PROC</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
114	ST CHARLES ACE LLC		124320	24.46	05/30/2024	86100/3	COMMAND HOOKS
	ST CHARLES ACE LLC Total			24.46			
138	AFFORDABLE OFFICE INTERIORS		123380	2,557.20	05/30/2024	63997	SPECIAL ORDER CHAIRS
	AFFORDABLE OFFICE INTERIORS Total			2,557.20			
145	AIR ONE EQUIPMENT INC		123093	107.50	05/30/2024	206389	GEAR REPAIR COATS/PANT
			122244	5,370.00	05/30/2024	206458	SPEC G-XTREME COAT & PANT
			121901	2,340.00	05/30/2024	206604	FIRE HOSE WASHER AND COU
			124768	76.00	05/30/2024	206614	RESPIRATOR
			122536	115.00	05/30/2024	206615P	SUSPENDERS
			119421	1,257.00	05/30/2024	206616	PREVENTATIVE MAINTENANCE
	AIR ONE EQUIPMENT INC Total			9,265.50			
149	ALARM DETECTION SYSTEMS INC			226.50	05/30/2024	136229-1070	JUN-AUG BILLING
	ALARM DETECTION SYSTEMS INC Total			226.50			
160	ALFA LAVAL INC		122549	3,000.00	05/30/2024	285753240	REPAIR BOWL
	ALFA LAVAL INC Total			3,000.00			
250	ARCHON CONSTRUCTION CO		122441	30,980.00	05/30/2024	240093F	DIRECTIONAL BORE 38TH AVE/
			122553	21,510.00	05/30/2024	240115F	DIRECTIONAL BORING
			122802	23,575.00	05/30/2024	240145F	DIRECTIONAL BORING
	ARCHON CONSTRUCTION CO Total			76,065.00			
263	ARTHUR CLESEN INC		124603	783.45	05/30/2024	14509-00	PRECISION SPRAY TANK
	ARTHUR CLESEN INC Total			783.45			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT PROC</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
284	AT&T			94.23	05/30/2024	109916878/050824	MONTHLY BILLING 5/9-6/8
	AT&T Total			<u><u>94.23</u></u>			
285	AT&T			1,308.08	05/30/2024	5479559802	MONTHLY BILLING 5/7-6/6
	AT&T Total			<u><u>1,308.08</u></u>			
305	BADGER METER INC		120513	7,350.00	05/30/2024	1655008	BADGER METER 66220-005
	BADGER METER INC Total			<u><u>7,350.00</u></u>			
387	BRANIFF COMMUNICATIONS INC		124350	6,925.00	05/30/2024	0035404	ANNUAL MAINTENANCE
	BRANIFF COMMUNICATIONS INC Total			<u><u>6,925.00</u></u>			
480	CERTIFIED AUTO REPAIR INC		119167	614.00	05/30/2024	#24-02-10902	TOWING SERVICES
	CERTIFIED AUTO REPAIR INC Total			<u><u>614.00</u></u>			
526	CLARKE ENVIRONMENTAL MOSQUITO		124767	20,266.38	05/30/2024	001032412	1 OF 4 SERVICES
	CLARKE ENVIRONMENTAL MOSQUITO Total			<u><u>20,266.38</u></u>			
563	CDW LLC		124340	722.54	05/30/2024	RC10538	HPE ARUBA NETWORKING AP
			124340	536.80	05/30/2024	RC16531	CABLE ARUBA
			124989	2,463.56	05/30/2024	RH03449	CISCO SMARTNET
	CDW LLC Total			<u><u>3,722.90</u></u>			
564	COMCAST OF CHICAGO INC			21.00	05/30/2024	051624FD	ACCT # 8771 20 044 0113831
	COMCAST OF CHICAGO INC Total			<u><u>21.00</u></u>			
579	COMMUNICATIONS DIRECT INC		124491	3,696.00	05/30/2024	IN180364	TWO WAY RADIOS
	COMMUNICATIONS DIRECT INC Total			<u><u>3,696.00</u></u>			
597	CONSOLIDATED FLEET SERVICES		123124	4,239.85	05/30/2024	2024MY0069	PRESSURE TEST

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	STAT PROC					
	CONSOLIDATED FLEET SERVICES Total		<u>4,239.85</u>			
633	LAWSON PRODUCTS INC	124653	293.04	05/30/2024	1902798545	BLOODBORN PATHOGEN KITS
	LAWSON PRODUCTS INC Total		<u>293.04</u>			
642	CUSTOM WELDING & FAB INC	123310	7,640.00	05/30/2024	240066	TYLER RD HANDRAIL MODIFIC
	CUSTOM WELDING & FAB INC Total		<u>7,640.00</u>			
646	PADDOCK PUBLICATIONS INC		101.20	05/30/2024	289903	PUBLIC HEARINGS 5/14/24
	PADDOCK PUBLICATIONS INC Total		<u>101.20</u>			
674	DELL MARKETING LP	124078	4,477.13	05/30/2024	10746398222	DELL COMPUTERS
	DELL MARKETING LP Total		<u>4,477.13</u>			
683	DEMAR TREE & LANDSCAPE SVC	119355	10,416.00	05/30/2024	8001	SERVICE ELECTRIC DEPT
		119355	10,072.00	05/30/2024	8002	ELECTRIC LINE CLEARING
	DEMAR TREE & LANDSCAPE SVC Total		<u>20,488.00</u>			
767	EAGLE ENGRAVING INC	124502	19.05	05/30/2024	2024-3775	POLICE DEPT AWARDS
	EAGLE ENGRAVING INC Total		<u>19.05</u>			
778	EJ EQUIPMENT INC		1,152.84	05/30/2024	P050604	PRODUCT WAS CREDITED
			-1,152.84	05/30/2024	P05605	CREDITS INV P05604
		124623	2,792.12	05/30/2024	W07187	REPAIR
			-2,588.76	05/30/2024	W16830	CREDIT - ORG INV W16489
	EJ EQUIPMENT INC Total		<u>203.36</u>			
789	ANIXTER INC		10.00	05/30/2024	227411511	MISC PO 122732
		122229	615.00	05/30/2024	5961377-01	INVENTORY ITEMS
		124602	9,975.56	05/30/2024	6043348-00	INVENTORY ITEMS
	ANIXTER INC Total		<u>10,600.56</u>			
830	ENVIRONMENTAL SYSTEMS RESEARCH					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT PROC</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			124346	38,500.00	05/30/2024	94716972	SOFTWARE/MAINTENANCE
			124346	250.00	05/30/2024	94747005	WEB APP ONLINE SUBSCRIPTI
	ENVIRONMENTAL SYSTEMS RESEARCH Total			38,750.00			
859	FEECE OIL CO						
			124622	834.30	05/30/2024	4072734	SUPERGARD 5W20
			124622	4,063.50	05/30/2024	4072735	CITGARD 5W40
			124622	1,705.50	05/30/2024	4072736	MYSTIK JT-5
	FEECE OIL CO Total			6,603.30			
868	FINE LINE CREATIVE ARTS CENTER						
				2,668.50	05/30/2024	VCCFIN0424	HOTEL TAX DISBURSE-FEB-API
	FINE LINE CREATIVE ARTS CENTER Total			2,668.50			
870	FIRE PENSION FUND						
				749.13	05/31/2024	FP1%240531114102FC	Fire Pension 1% Fee
				8,484.06	05/31/2024	FRP2240531114102FD	Fire Pension Tier 2
				11,687.08	05/31/2024	FRPN240531114102FC	Fire Pension
	FIRE PENSION FUND Total			20,920.27			
913	FOX VALLEY CONCERT BAND						
				2,275.25	05/30/2024	VCCFOX0424	HOTEL TAX DISBURSE-FEB-API
	FOX VALLEY CONCERT BAND Total			2,275.25			
916	FOX VALLEY FIRE & SAFETY CO						
				114.00	05/30/2024	IN00682443	MAY FIRE ALARM MONITORING
				114.00	05/30/2024	IN00682444	MAY FIRE ALARM MONITORING
				114.00	05/30/2024	IN00682445	MAY FIRE ALARM MONITORING
				114.00	05/30/2024	IN00682446	MAY FIRE ALARM MONITORING
				114.00	05/30/2024	IN00682447	MAY FIRE ALARM MONITORING
				114.00	05/30/2024	IN00682448	MAY FIRE ALARM MONITORING
				114.00	05/30/2024	IN00682449	MAY FIRE ALARM MONITORING
				114.00	05/30/2024	IN00682450	MAY FIRE ALARM MONITORING
				114.00	05/30/2024	IN00682451	MAY FIRE ALARM MONITORING
				114.00	05/30/2024	IN00682452	MAY FIRE ALARM MONITORING
				114.00	05/30/2024	IN00682453	MAY FIRE ALARM MONITORING
				114.00	05/30/2024	IN00682454	MAY FIRE ALARM MONITORING
				114.00	05/30/2024	IN00682455	MAY FIRE ALARM MONITORING
				114.00	05/30/2024	IN00682540	FIRE ALARM MONITORING MAY

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	STAT PROC					
	FOX VALLEY FIRE & SAFETY CO Total		<u>1,596.00</u>			
922	FOX RIVER STUDY GROUP	125655	8,273.00	05/30/2024	041624	FOX RIVER STUDY GROUP
	FOX RIVER STUDY GROUP Total		<u>8,273.00</u>			
980	GLOBAL EQUIPMENT COMPANY	122945	1,000.00	05/30/2024	121854256	STEEL TRASH CAN
	GLOBAL EQUIPMENT COMPANY Total		<u>1,000.00</u>			
1089	AREND'S HOGAN WALKER LLC		130.36	05/30/2024	11884472	PARTS
	AREND'S HOGAN WALKER LLC Total		<u>130.36</u>			
1133	IBEW LOCAL 196		982.52	05/31/2024	UNEW240531114102P	Union Due - IBEW - percent
	IBEW LOCAL 196 Total		<u>982.52</u>			
1136	ICMA RETIREMENT CORP		62.74	05/31/2024	C401240531114102CA	401A Savings Plan Company
			336.58	05/31/2024	C401240531114102CD	401A Savings Plan Company
			90.46	05/31/2024	C401240531114102ED	401A Savings Plan Company
			586.81	05/31/2024	C401240531114102FD	401A Savings Plan Company
			420.62	05/31/2024	C401240531114102FN	401A Savings Plan Company
			301.60	05/31/2024	C401240531114102HR	401A Savings Plan Company
			733.75	05/31/2024	C401240531114102IS	401A Savings Plan Company
			872.88	05/31/2024	C401240531114102PD	401A Savings Plan Company
			1,292.99	05/31/2024	C401240531114102PV	401A Savings Plan Company
			62.74	05/31/2024	E401240531114102CA	401A Savings Plan Employee
			336.58	05/31/2024	E401240531114102CD	401A Savings Plan Employee
			90.46	05/31/2024	E401240531114102ED	401A Savings Plan Employee
			586.09	05/31/2024	E401240531114102FD	401A Savings Plan Employee
			420.62	05/31/2024	E401240531114102FN	401A Savings Plan Employee
			301.60	05/31/2024	E401240531114102HR	401A Savings Plan Employee
			734.47	05/31/2024	E401240531114102IS	401A Savings Plan Employee
			872.88	05/31/2024	E401240531114102PD	401A Savings Plan Employee
			1,292.99	05/31/2024	E401240531114102PW	401A Savings Plan Employee
			2,059.61	05/31/2024	ICMA240531114102CD	ICMA Deductions - Dollar Amt
			5,917.99	05/31/2024	ICMA240531114102FD	ICMA Deductions - Dollar Amt
			2,030.00	05/31/2024	ICMA240531114102FN	ICMA Deductions - Dollar Amt

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				1,943.07	05/31/2024	ICMA240531114102HR	ICMA Deductions - Dollar Amt
				4,734.91	05/31/2024	ICMA240531114102IS	ICMA Deductions - Dollar Amt
				10,659.87	05/31/2024	ICMA240531114102PD	ICMA Deductions - Dollar Amt
				3,756.83	05/31/2024	ICMA240531114102PV	ICMA Deductions - Dollar Amt
				94.56	05/31/2024	ICMP240531114102CD	ICMA Deductions - Percent
				4,144.45	05/31/2024	ICMP240531114102FD	ICMA Deductions - Percent
				78.37	05/31/2024	ICMP240531114102HR	ICMA Deductions - Percent
				459.74	05/31/2024	ICMP240531114102IS	ICMA Deductions - Percent
				2,832.52	05/31/2024	ICMP240531114102PD	ICMA Deductions - Percent
				1,231.10	05/31/2024	ICMP240531114102PV	ICMA Deductions - Percent
				200.00	05/31/2024	ROTH240531114102CI	Roth IRA Deduction
				225.00	05/31/2024	ROTH240531114102FC	Roth IRA Deduction
				80.00	05/31/2024	ROTH240531114102FI	Roth IRA Deduction
				150.00	05/31/2024	ROTH240531114102IS	Roth IRA Deduction
				1,428.46	05/31/2024	ROTH240531114102PI	Roth IRA Deduction
				300.00	05/31/2024	ROTH240531114102PV	Roth IRA Deduction
				588.00	05/31/2024	RTHA240531114102FC	Roth 457 - Dollar Amount
				250.00	05/31/2024	RTHA240531114102IS	Roth 457 - Dollar Amount
				2,347.30	05/31/2024	RTHA240531114102PI	Roth 457 - Dollar Amount
				160.00	05/31/2024	RTHA240531114102PV	Roth 457 - Dollar Amount
				917.29	05/31/2024	RTHP240531114102FC	Roth 457 - Percent
				49.76	05/31/2024	RTHP240531114102PV	Roth 457 - Percent
				99.45	05/31/2024	RTIP240531114102PD	Roth IRA - Percent
	ICMA RETIREMENT CORP Total			56,135.14			
1149	ILLINOIS ENVIRONMENTAL						
				550,542.68	05/30/2024	L175739-03	DEBT SERVICE PROJ # L175739
				404,903.76	05/30/2024	L175899-01	DEBT SERVICE PROJ # L175899
	ILLINOIS ENVIRONMENTAL Total			955,446.44			
1171	ILLINOIS STATE POLICE						
				169.50	05/31/2024	20240406328	COST CENTER 06328
	ILLINOIS STATE POLICE Total			169.50			
1327	KANE COUNTY FAIR						
				382.13	05/30/2024	FY 2025	DEBT PAYMENT MANNION PRO
	KANE COUNTY FAIR Total			382.13			
1335	KANE COUNTY TREASURER						

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					2,265.86	05/30/2024	052824	EASEMENT AGREEMENT TAXES
	KANE COUNTY TREASURER Total				2,265.86			
1342	KARA CO INC							
				119343	75.00	05/30/2024	383105	RENTAL 4/7/24-5/7/24
	KARA CO INC Total				75.00			
1353	SUSAN KEMPH							
					208.09	05/30/2024	042624	PETTY CASH REIMBURSEMENT
	SUSAN KEMPH Total				208.09			
1450	LEE JENSEN SALES CO INC							
				122583	300.00	05/30/2024	0027080-00	GAS CLIP PUMP
	LEE JENSEN SALES CO INC Total				300.00			
1482	ARTHUR J LOOTENS & SON INC							
				122214	2,688.00	05/30/2024	35099	TRAILER RENTAL 4/22/24
				123320	8,971.41	05/30/2024	35100	TLER ST PATCHING
				123129	9,065.43	05/30/2024	35104	PAVING STEINMART
				122214	896.00	05/30/2024	35105	TRAILER RENTAL 4/29/24
	ARTHUR J LOOTENS & SON INC Total				21,620.84			
1489	LOWES							
					-47.40	05/30/2024	17019/051324	CREDITS INVOICE 961934
					-237.00	05/30/2024	93529/051424	CREDITS INVOICE 93529
				124993	814.50	05/30/2024	961934/051324	INVENTORY ITEMS
				124327	740.22	05/30/2024	971361/050824	50 QT MOISTURE PIT
				124327	6.63	05/30/2024	971469/050824	MISC SUPPLIES
				124327	124.18	05/30/2024	971811/050824	MISC SUPPLIES
				124505	83.74	05/30/2024	971840/050824	MISC SUPPLIES
				121827	457.83	05/30/2024	973405/050824	CHANGE ORDER SILESTONE
				124505	31.96	05/30/2024	974481/050924	5 GALLON WATER JUGS
				124455	912.49	05/30/2024	975196/050924	WASTEWATER SUPPLIES
				124327	36.06	05/30/2024	977153/051024	DW FT DRIVE GUIDE
				124327	47.48	05/30/2024	977367/051024	THERMOSTAT
				124328	160.00	05/30/2024	979357/050224	INVENTORY ITEMS
				124933	157.64	05/30/2024	979512/051024	MT ALUMINUM CONCRETE
				124919	409.00	05/30/2024	979556/051024	TRFL 32FL OZ AND DIESEL FLU
				124476	121.05	05/30/2024	980854/050224	STAGREEN
				124327	7.67	05/30/2024	991054/051324	MR CLEAN

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			124700	16.86	05/30/2024	992721/050524	FIRE DEPT SUPPLIES
			124327	63.76	05/30/2024	993247/051424	HITCH RING
			125005	237.00	05/30/2024	993525/051424	LAUNDRY DETERGENT
	LOWES Total			4,143.67			
1518	MANAGEMENT ASSOC OF ILLINOIS		124762	2,855.00	05/30/2024	FY25-3550	MEMBERSHIP RENEWAL
	MANAGEMENT ASSOC OF ILLINOIS Total			2,855.00			
1530	MARTAM CONSTRUCTION COMPANY		118779	57,691.89	05/30/2024	14723	1ST STR PLAZA FY 2024
			118779	40,850.00	05/30/2024	14723A	1ST STR PLAZA FY 2025
	MARTAM CONSTRUCTION COMPANY Total			98,541.89			
1533	MARC KRESMERY CONSTRUCTION LLC		119244	83,499.00	05/30/2024	5415	WILDROSE LIFT STATION FINAL
	MARC KRESMERY CONSTRUCTION LLC Total			83,499.00			
1545	MARQUEE YOUTH STAGE			2,275.25	05/30/2024	VCCMAR0424	HOTEL TAX DISBURSE-FEB-API
	MARQUEE YOUTH STAGE Total			2,275.25			
1582	MCMASTER CARR SUPPLY CO		125700	135.03	05/30/2024	27635757	CONNECTOR/ADAPTER/PIPE
	MCMASTER CARR SUPPLY CO Total			135.03			
1585	MEADE INC		119715	3,075.38	05/30/2024	708338	APRIL STREET LIGHT
	MEADE INC Total			3,075.38			
1598	MENARDS INC		124367	194.36	05/30/2024	28211	LUMBER
	MENARDS INC Total			194.36			
1625	MID AMERICAN WATER INC		124475	1,968.45	05/30/2024	231982A	HYDRANT EXTENSION
	MID AMERICAN WATER INC Total			1,968.45			
1637	FLEETPRIDE INC		124304	495.48	05/30/2024	116499595	FILTER
			124304	185.32	05/30/2024	116576432	FILTER

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			124926	11.44	05/30/2024	116768547	FILTER HYDRAULIC
	FLEETPRIDE INC Total			692.24			
1643	MILSOFT UTILITY SOLUTIONS INC		125465	10,261.29	05/30/2024	20242128	ANNUAL SUBSCRIPTION
	MILSOFT UTILITY SOLUTIONS INC Total			10,261.29			
1651	MNJ TECHNOLOGIES DIRECT INC		124334	895.00	05/30/2024	CINV004049559	ENTERPRISE SUBSCRIPTION
	MNJ TECHNOLOGIES DIRECT INC Total			895.00			
1655	MONROE TRUCK EQUIPMENT		124318	1,626.48	05/30/2024	38415	INVENTORY ITEMS
			122897	237.60	05/30/2024	5496415	FILTER
	MONROE TRUCK EQUIPMENT Total			1,864.08			
1666	ST CHARLES SINGERS			2,697.00	05/30/2024	VCCMOS0424	HOTEL TAX DISBURSE-FEB-API
	ST CHARLES SINGERS Total			2,697.00			
1736	NORRIS CULTURAL ARTS CENTER			2,443.75	05/30/2024	VCCNOR0424	HOTEL TAX DISBURSE-FEB-API
	NORRIS CULTURAL ARTS CENTER Total			2,443.75			
1737	NORTH EAST MULTI REGIONAL TRNG		124508	100.00	05/30/2024	353638	FIELD TRAINING 5/9-10/2024
	NORTH EAST MULTI REGIONAL TRNG Total			100.00			
1745	NICOR			115.87	05/30/2024	0000 6 MAY 23 2024	ACCT: 55-00-99-0000-6
				45.73	05/30/2024	1000 2 MAY 21 2024	ACCT # 24-53-60-1000 2
				55.68	05/30/2024	1000 5 MAY 23 2024	ACCT: 50-85-00-1000-5
				45.76	05/30/2024	1000 9 MAY 24 2024	ACCT: 99-38-20-1000-9
	NICOR Total			263.04			
1756	NCL OF WISCONSIN INC		124620	211.64	05/30/2024	503586	LAB SUPPLIES
	NCL OF WISCONSIN INC Total			211.64			
1762	NORTHWESTERN UNIVERSITY		121236	4,400.00	05/31/2024	24310	SCHOOL OF COMMAND OCASE

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	NORTHWESTERN UNIVERSITY Total		<u>4,400.00</u>			
1786	OPEN SYSTEMS INTERNATIONAL INC	125869	23,677.00	05/30/2024	OPP-215782	SOFTWARE SUPPORT
	OPEN SYSTEMS INTERNATIONAL INC Total		<u>23,677.00</u>			
1837	JASON PETERSON	120878	708.00	05/30/2024	052224	GENERAL PSYCHOLOGY CLAS
	JASON PETERSON Total		<u>708.00</u>			
1842	P F PETTIBONE & CO	123204	1,434.50	05/30/2024	185881	4 PART IL CITATIN TICKETS
	P F PETTIBONE & CO Total		<u>1,434.50</u>			
1861	POLICE PENSION FUND		16,783.51	05/31/2024	PLP2240531114102PD	Police Pension Tier 2
			9,940.15	05/31/2024	PLPN240531114102PC	Police Pension
	POLICE PENSION FUND Total		<u>26,723.66</u>			
1993	RENTAL MAX LLC	124371	103.00	05/30/2024	644291-3	SCAF PARTS RENTAL
	RENTAL MAX LLC Total		<u>103.00</u>			
1998	RURAL ELECTRIC SUPPLY CO OP	125134	321.44	05/30/2024	3033780	INVENTORY ITEMS
	RURAL ELECTRIC SUPPLY CO OP Total		<u>321.44</u>			
2000	PRESERVATION PARTNERS OF		2,528.25	05/30/2024	VCCPRE0424	HOTEL TAX DISBURSE-FEB-API
	PRESERVATION PARTNERS OF Total		<u>2,528.25</u>			
2018	RJN GROUP INC		5,612.50	05/30/2024	39370105	2023 NORTHERN BASINS
	RJN GROUP INC Total		<u>5,612.50</u>			
2076	ST CHARLES HISTORY MUSEUM		5,000.00	05/30/2024	050124	HOTEL TAX DISB-MAY 2024
			5,000.00	05/30/2024	FY 2024A	HOTEL TAX DISBURSEMENT M
	ST CHARLES HISTORY MUSEUM Total		<u>10,000.00</u>			
2086	SCHWEITZER ENGINEERING					

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			124610	10,018.80	05/30/2024	INV-000979871	FALUT INDICATOR
	SCHWEITZER ENGINEERING Total			10,018.80			
2101	ST CHARLES PARK FOUNDATION			2,500.00	05/30/2024	VCCSCU0424	HOTEL TAX DISBURSE-FEB-API
	ST CHARLES PARK FOUNDATION Total			2,500.00			
2152	M E SIMPSON COMPANY INC		125215	770.00	05/30/2024	42378	902 INDEPENDENCE LOCATION
	M E SIMPSON COMPANY INC Total			770.00			
2201	STANDARD EQUIPMENT CO		125004	584.35	05/30/2024	P49974	INVENTORY ITEMS
	STANDARD EQUIPMENT CO Total			584.35			
2212	CITY OF ST CHARLES			5,657.00	06/09/2024	060924MISC	GENERAL SUPPLIES
	CITY OF ST CHARLES Total			5,657.00			
2235	STEINER ELECTRIC COMPANY		124611	16.79	05/30/2024	S007565022.001	INVENTORY ITEMS
			125014	22.00	05/30/2024	S007568776.001	FEMALE ADAPTER
	STEINER ELECTRIC COMPANY Total			38.79			
2248	STORINO RAMELLO & DURKIN			1,406.25	05/30/2024	91322	APRIL LEGAL BILLING
				56.25	05/30/2024	91323	APRIL LEGAL BILLING
				1,293.75	05/30/2024	91324	APRIL LEGAL BILLING
				450.00	05/30/2024	91325	APRIL LEGAL BILLING
				56.25	05/30/2024	91326	APRIL LEGAL BILLING
				225.00	05/30/2024	91327	APRIL LEGAL BILLING
				337.50	05/30/2024	91328	APRIL LEGAL BILLING
				2,643.75	05/30/2024	91329	APRIL LEGAL BILLING
				1,968.75	05/30/2024	91330	APRIL LEGAL BILLING
				2,632.50	05/30/2024	91331	APRIL LEGAL BILLING
				1,036.85	05/30/2024	91332	APRIL LEGAL BILLING
				562.50	05/30/2024	91333	APRIL LEGAL BILLING
				1,250.00	05/30/2024	91334	APRIL LEGAL BILLING
				2,441.25	05/30/2024	91335	APRIL LEGAL BILLING

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	STORINO RAMELLO & DURKIN Total		<u>16,360.60</u>			
2273	SUPERIOR ASPHALT MATERIALS LLC					
		118	967.38	05/30/2024	20240211	N50 SURFACE
		118	896.21	05/30/2024	20240224	N50 SURFACE
		118	1,292.94	05/30/2024	20240238	N50 SURFACE
		118	852.94	05/30/2024	20240258	N50 SURFACE
		118	730.24	05/30/2024	20240278	N50 SURFACE
		118	1,404.44	05/30/2024	20240290	N50 SURFACE
		118	451.94	05/30/2024	20240304	N50 SURFACE
	SUPERIOR ASPHALT MATERIALS LLC Total		<u>6,596.09</u>			
2299	AXON ENTERPRISE INC					
		124891	1,783.10	05/30/2024	INUS248690	SERVICE REPAIR
	AXON ENTERPRISE INC Total		<u>1,783.10</u>			
2316	APC STORE					
		125367	48.56	05/30/2024	478-594374	INVENTORY ITEMS
		125509	125.34	05/30/2024	478-594508	INVENTORY ITEMS
	APC STORE Total		<u>173.90</u>			
2345	TRAFFIC CONTROL & PROTECTION					
		123516	113.20	05/30/2024	4561	UC LETTERS
			1,685.00	05/30/2024	4812	STOP SIGN RETURNED
			-1,685.00	05/30/2024	4813	CREDITS INVOICE 4812
		123907	1,685.00	05/30/2024	4814	DG3 SOLAR BLINKER STOP SIG
	TRAFFIC CONTROL & PROTECTION Total		<u>1,798.20</u>			
2363	TROTTER & ASSOCIATES INC					
		119012	1,222.50	05/30/2024	23326	2023 WATER AND WW MASTER
		121963	32,123.50	05/30/2024	23327	WELL 8 EXPANSION
		118595	10,356.25	05/30/2024	23340	UV AND FC REHAB
	TROTTER & ASSOCIATES INC Total		<u>43,702.25</u>			
2373	TYLER MEDICAL SERVICES					
			1,842.00	05/30/2024	051624	PHYSICALS/DRUG SCREENS
	TYLER MEDICAL SERVICES Total		<u>1,842.00</u>			
2401	UUSCO OF ILLINOIS INC					
		125139	952.16	05/30/2024	3042207	FUSE UNIT

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			125426	1,460.00	05/30/2024	3042247	TRANSFORMER PAD
			124692	576.45	05/30/2024	3042251	U GUARD
	UUSCO OF ILLINOIS INC Total			2,988.61			
2403	UNITED PARCEL SERVICE						
				242.39	05/30/2024	0000650961164/04202	WEEKLY SHIPPING
				192.21	05/30/2024	0000650961204/05182	SHIPPING
	UNITED PARCEL SERVICE Total			434.60			
2410	VALLEY LOCK COMPANY INC						
			119030	103.37	05/30/2024	043024A	KEYS
			119030	-103.37	05/30/2024	043024A	KEYS
			119030	2.99	05/30/2024	043024AA	KEYS
	VALLEY LOCK COMPANY INC Total			2.99			
2429	VERIZON WIRELESS						
				13,404.93	05/30/2024	9963240574	MONTHLY 4/4/24-5/3/24
	VERIZON WIRELESS Total			13,404.93			
2470	WAREHOUSE DIRECT						
			124511	38.27	05/30/2024	5720057-0	POLICE DEPT OFFICE SUPPLIE
			124511	101.94	05/30/2024	5721150-0	POLICE DEPT OFFICE SUPPLIE
	WAREHOUSE DIRECT Total			140.21			
2478	WATER PRODUCTS COMPANY						
			123240	1,390.00	05/30/2024	0322276	DUAL PURPOSE SLV
			124462	1,228.63	05/30/2024	0322277	INVENTORY ITEMS WATER
	WATER PRODUCTS COMPANY Total			2,618.63			
2479	WATER ENVIRONMENTAL FEDERATION						
				215.00	05/30/2024	052924CS	MEMBER RENEWAL-CHRISTIN/
	WATER ENVIRONMENTAL FEDERATION Total			215.00			
2485	WBK ENGINEERING LLC						
			121649	478.50	05/30/2024	25547	4009 FAITH LANE INSPECTION
			121984	3,325.00	05/30/2024	25578	SINGLE FAMILY LOT GRADING
	WBK ENGINEERING LLC Total			3,803.50			
2490	WELCH BROS INC						
			124365	390.00	05/30/2024	3272434	TYPE A INLET

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	WELCH BROS INC Total				<u>390.00</u>			
2495	WEST SIDE TRACTOR SALES CO			124349	2,273.93	05/30/2024	N52714	MISC PARTS
	WEST SIDE TRACTOR SALES CO Total				<u>2,273.93</u>			
2506	EESCO				-1,690.00	05/30/2024	381616	CREDITS INV 245888
				121053	657.00	05/30/2024	383185	INVENTORY ITEMS
				123941	474.00	05/30/2024	392124	SUPER 1/2 4 FT
				115413	131,200.00	05/30/2024	400994	50KVA
				124680	496.00	05/30/2024	424809	GALV ELBOW
				124680	826.80	05/30/2024	427093	MISC PARTS
	EESCO Total				<u>131,963.80</u>			
2545	GRAINGER INC							
				124612	195.48	05/30/2024	9109246877	INVENTORY ITEMS
				124725	137.45	05/30/2024	9111344710	CHEMICAL RESISTANT GLOVE
				124835	318.10	05/30/2024	9113139381	CONVEX MIRROR
				124925	337.66	05/30/2024	9115325582	BATTERY
	GRAINGER INC Total				<u>988.69</u>			
2629	ZEP MANUFACTURING CO							
				124848	708.75	05/30/2024	9009780731	ZEP MORADO SUPER CLEANER
	ZEP MANUFACTURING CO Total				<u>708.75</u>			
2637	ILLINOIS DEPT OF REVENUE				898.61	05/31/2024	ILST240531114102CA	Illinois State Tax
					2,492.46	05/31/2024	ILST240531114102CD	Illinois State Tax
					300.92	05/31/2024	ILST240531114102ED	Illinois State Tax
					10,564.89	05/31/2024	ILST240531114102FD	Illinois State Tax
					2,002.11	05/31/2024	ILST240531114102FN	Illinois State Tax
					911.14	05/31/2024	ILST240531114102HR	Illinois State Tax
					2,490.31	05/31/2024	ILST240531114102IS	Illinois State Tax
					13,497.02	05/31/2024	ILST240531114102PD	Illinois State Tax
					18,724.30	05/31/2024	ILST240531114102PW	Illinois State Tax
	ILLINOIS DEPT OF REVENUE Total				<u>51,881.76</u>			
2638	INTERNAL REVENUE SERVICE				1,247.67	05/31/2024	FICA240531114102CA	FICA Employee

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				3,460.15	05/31/2024	FICA240531114102CD	FICA Employee
				374.39	05/31/2024	FICA240531114102ED	FICA Employee
				1,134.71	05/31/2024	FICA240531114102FD	FICA Employee
				2,653.60	05/31/2024	FICA240531114102FN	FICA Employee
				1,359.81	05/31/2024	FICA240531114102HR	FICA Employee
				3,731.23	05/31/2024	FICA240531114102IS	FICA Employee
				2,740.72	05/31/2024	FICA240531114102PD	FICA Employee
				25,379.47	05/31/2024	FICA240531114102PW	FICA Employee
				1,235.97	05/31/2024	FICE240531114102CA	FICA Employer
				3,443.21	05/31/2024	FICE240531114102CD	FICA Employer
				374.39	05/31/2024	FICE240531114102ED	FICA Employer
				1,135.75	05/31/2024	FICE240531114102FD	FICA Employer
				2,653.60	05/31/2024	FICE240531114102FN	FICA Employer
				1,359.81	05/31/2024	FICE240531114102HR	FICA Employer
				3,728.25	05/31/2024	FICE240531114102IS	FICA Employer
				2,771.30	05/31/2024	FICE240531114102PD	FICA Employer
				25,379.47	05/31/2024	FICE240531114102PW	FICA Employer
				2,389.35	05/31/2024	FIT 240531114102CA	Federal Withholding Tax
				6,313.66	05/31/2024	FIT 240531114102CD	Federal Withholding Tax
				1,065.41	05/31/2024	FIT 240531114102ED	Federal Withholding Tax
				26,681.56	05/31/2024	FIT 240531114102FD	Federal Withholding Tax
				5,505.92	05/31/2024	FIT 240531114102FN	Federal Withholding Tax
				2,692.38	05/31/2024	FIT 240531114102HR	Federal Withholding Tax
				6,297.19	05/31/2024	FIT 240531114102IS	Federal Withholding Tax
				32,160.07	05/31/2024	FIT 240531114102PD	Federal Withholding Tax
				44,054.62	05/31/2024	FIT 240531114102PW	Federal Withholding Tax
				291.72	05/31/2024	MEDE240531114102C/	Medicare Employee
				809.22	05/31/2024	MEDE240531114102CI	Medicare Employee
				87.56	05/31/2024	MEDE240531114102EI	Medicare Employee
				3,608.04	05/31/2024	MEDE240531114102FI	Medicare Employee
				620.60	05/31/2024	MEDE240531114102FI	Medicare Employee
				318.02	05/31/2024	MEDE240531114102HI	Medicare Employee
				872.63	05/31/2024	MEDE240531114102IS	Medicare Employee
				4,698.36	05/31/2024	MEDE240531114102PI	Medicare Employee
				5,935.45	05/31/2024	MEDE240531114102PI	Medicare Employee
				288.98	05/31/2024	MEDR240531114102C/	Medicare Employer
				805.26	05/31/2024	MEDR240531114102CI	Medicare Employer
				87.56	05/31/2024	MEDR240531114102EI	Medicare Employer

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				3,608.29	05/31/2024	MEDR240531114102FI	Medicare Employer
				620.60	05/31/2024	MEDR240531114102FI	Medicare Employer
				318.02	05/31/2024	MEDR240531114102HI	Medicare Employer
				871.93	05/31/2024	MEDR240531114102IS	Medicare Employer
				4,705.51	05/31/2024	MEDR240531114102PI	Medicare Employer
				5,935.45	05/31/2024	MEDR240531114102PI	Medicare Employer
	INTERNAL REVENUE SERVICE Total			245,806.86			
2639	STATE DISBURSEMENT UNIT						
				369.23	05/31/2024	0000004862405311141	IL Child Support Amount 1
				373.85	05/31/2024	0000012252405311141	IL Child Support Amount 1
				596.30	05/31/2024	0000012442405311141	IL Child Support Amount 1
				640.15	05/31/2024	0000014122405311141	IL Child Support Amount 1
				499.84	05/31/2024	0000015272405311141	IL Child Support Amount 1
				277.87	05/31/2024	0000015392405311141	IL Child Support Amount 1
	STATE DISBURSEMENT UNIT Total			2,757.24			
2659	UTILITY SUPPLY & CONSTRUCTION						
			123696	10,067.49	05/30/2024	56817870	INVENTORY ITEMS
			122224	3,742.50	05/30/2024	56819212	WIRE TAP
	UTILITY SUPPLY & CONSTRUCTION Total			13,809.99			
2666	WINSTON ENGINEERING LLC						
			119209	725.00	05/30/2024	0506CF1991	IEPA FORM 663
	WINSTON ENGINEERING LLC Total			725.00			
2678	RUBINO ENGINEERING INC						
			123136	3,232.00	05/30/2024	9156	RESERVES OF ST CHARLES
	RUBINO ENGINEERING INC Total			3,232.00			
2695	JOHNATHON N LOSURDO						
				16.00	05/30/2024	052924JL	PER DIEM 7/18/24
	JOHNATHON N LOSURDO Total			16.00			
2840	ST CHARLES ARTS COUNCIL						
				2,668.25	05/30/2024	VCCART0424	HOTEL TAX DISBURSE-FEB-API
	ST CHARLES ARTS COUNCIL Total			2,668.25			
2871	WHITTAKER CONSTRUCTION						
			116115	922,589.50	05/30/2024	22-2025	2021 RIVERSIDE LIFT STATION

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	STAT PROC					
	WHITTAKER CONSTRUCTION Total		<u><u>922,589.50</u></u>			
2881	SERVER SUPPLY.COM INC	124652	509.60	05/30/2024	4217041	FIRMWARE HARDDRIVE
	SERVER SUPPLY.COM INC Total		<u><u>509.60</u></u>			
2897	RICHARD J PECK	124701	1,000.00	05/30/2024	20240040	SOUND SYSTEM MEMORIAL CE
	RICHARD J PECK Total		<u><u>1,000.00</u></u>			
2963	RAYNOR DOOR AUTHORITY	122220	2,525.00	05/30/2024	03200094816	PW SERVICE TICKET
	RAYNOR DOOR AUTHORITY Total		<u><u>2,525.00</u></u>			
2979	EARTH PEST CONTROL COMPANY	124596	300.00	05/30/2024	278025	LAB ROOM AT CITY HALL
		124596	4,000.00	05/30/2024	278166	PEST CONTROL IL ST PARK DE
		124596	3,000.00	05/30/2024	278179	PET CONTROL WALNUT PRK DI
		124596	1,000.00	05/30/2024	278194	PEST CONTROL ILLINOIS BRIDG
		124596	1,600.00	05/30/2024	278195	PEST CONTROL 1ST ST PLAZA
		124596	2,500.00	05/30/2024	278196	PEST CONTROL KLINKHAMMEF
		124596	700.00	05/30/2024	278197	PEST CONTROL PRAIRIE BRIDG
		124596	1,000.00	05/30/2024	278198	PEST CONTROL 1ST ST RIVER
		124596	1,200.00	05/30/2024	278199	PEST CONTROL WEST SIDE W/
	EARTH PEST CONTROL COMPANY Total		<u><u>15,300.00</u></u>			
2990	HAWKINS INC	120	7,100.80	05/30/2024	6749015	WATER DEPT CHEMICALS
		120	13,338.25	05/30/2024	6754170	FERRIC CHLORIDE
	HAWKINS INC Total		<u><u>20,439.05</u></u>			
3002	REDISHRED CHICAGO INC	122267	42.35	05/30/2024	1412707	SHREDDING SERVICES
	REDISHRED CHICAGO INC Total		<u><u>42.35</u></u>			
3098	GEAR WASH LLC		517.69	05/30/2024	R-11225	RENTAL FOR RYAN THOMAS
	GEAR WASH LLC Total		<u><u>517.69</u></u>			
3099	MIDWEST SALT LLC					

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			119	3,050.19	05/30/2024	P474338	MVP IND COARSE SOLAR
	MIDWEST SALT LLC Total			3,050.19			
3102	RUSH PARTS CENTERS OF ILLINOIS						
			124344	691.69	05/30/2024	3037073501	PIPE AIR & HOSE FLEXIBLE
			124302	349.80	05/30/2024	3037111236	FILTER
			124923	197.67	05/30/2024	3037139697	FILTER
	RUSH PARTS CENTERS OF ILLINOIS Total			1,239.16			
3106	CIVILTECH ENGINEERING INC						
			119982	4,197.20	05/30/2024	53944	RIVERSIDE AVE DESIGN PLANS
	CIVILTECH ENGINEERING INC Total			4,197.20			
3127	SHI INTERNATIONAL CORP						
			124319	6,987.00	05/30/2024	B18292882	ACROBAT PRO RENEWAL
			124319	2,170.00	05/30/2024	B18296057	MAINTENANCE 5/7/24-5/6/25
	SHI INTERNATIONAL CORP Total			9,157.00			
3131	VCNA PRAIRIE INC						
			119179	915.44	05/30/2024	891474096	READY MIX
	VCNA PRAIRIE INC Total			915.44			
3148	CORNERSTONE PARTNERS						
			124535	7,780.00	05/30/2024	CP33543	LANDSCAPING MAY
	CORNERSTONE PARTNERS Total			7,780.00			
3153	PEERLESS NETWORK INC						
				4,573.47	05/30/2024	51285	MONTHLY BILLING MAY
	PEERLESS NETWORK INC Total			4,573.47			
3155	CBT NUGGETS LLC						
			124336	2,396.00	05/30/2024	S-10131583	CBT NUGGETS - SUBSCRIPTION
	CBT NUGGETS LLC Total			2,396.00			
3202	ENGINEERING RESOURCE ASSOCIATE						
			118544	477.00	05/30/2024	W2306300.08	WRF LAND SURVEY
	ENGINEERING RESOURCE ASSOCIATE Total			477.00			
3236	HR GREEN INC						
			121276	1,500.00	05/30/2024	2303828.01	DEAN AND 15TH PLAT

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	HR GREEN INC Total			<u>1,500.00</u>			
3280	PLANET DEPOS LLC		119043	752.10	05/30/2024	663741	MEETING FOR 722 S 9TH AVE
	PLANET DEPOS LLC Total			<u>752.10</u>			
3409	HAMPTON EQUIPMENT INC		123409	247.58	05/30/2024	041224-1	BLOWER FILTER WITH PRE FIL
			124836	125.44	05/30/2024	051024-2	TAIL GATE HOSE
	HAMPTON EQUIPMENT INC Total			<u>373.02</u>			
3470	ILLINOIS LEAP			379.00	05/30/2024	0000758	2024 ILEAP CONFERENCE KEM
	ILLINOIS LEAP Total			<u>379.00</u>			
3521	DELL INC		121699	77,782.87	05/30/2024	10735224299	WINDOWS SERVER USER CLIE
	DELL INC Total			<u>77,782.87</u>			
3540	SERVICE LIGHTING & ELECTRICAL		124864	323.16	05/30/2024	W04040645	LUMEN MAX BULBS
	SERVICE LIGHTING & ELECTRICAL Total			<u>323.16</u>			
3561	ADVANCED ELEVATOR COMPANY		124341	623.08	05/30/2024	55847	MAINTENANCE
			123080	980.00	05/30/2024	55879	EAST PARKING GARAGE
	ADVANCED ELEVATOR COMPANY Total			<u>1,603.08</u>			
3678	MOTOROLA SOLUTIONS INC		124803	120.00	05/30/2024	8387820240403	MONTHLY SERVICES
	MOTOROLA SOLUTIONS INC Total			<u>120.00</u>			
3786	EMPLOYEE BENEFITS CORPORATION		124765	245.70	05/30/2024	4462682	BEST FLEX PLAN
	EMPLOYEE BENEFITS CORPORATION Total			<u>245.70</u>			
3799	LRS HOLDINGS LLC		124600	2,341.46	05/30/2024	LR5692851	MAY 1-MAY 31 SERVICES
			119270	384.00	05/30/2024	PS566622	09-22-23-11-16-23
			124506	192.00	05/30/2024	PS598597	5/3/24-5/30/24
			124337	91.00	05/30/2024	PS598598	5/3/24-5/30/24

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			124570	536.00	05/30/2024	PS598599	5/3/24-5/30/24
	LRS HOLDINGS LLC Total			3,544.46			
3805	EMPLOYEE BENEFITS CORP - ACH			18,179.12	05/31/2024	C98632-202405	FLEXIBLE SPENDING CLAIMS
	EMPLOYEE BENEFITS CORP - ACH Total			18,179.12			
3858	IHC CONSTRUCTION COMPANIES LLC						
			115119	55,719.00	05/30/2024	12	WELLS 7 AND 13
			123241	10,362.85	05/30/2024	125939	322 N 6TH LEAD REPLACEMEN
			123239	18,223.80	05/30/2024	125940	322 N 6TH VALVE AND HYDRAN
			124706	11,252.26	05/30/2024	125958	WELL 7 WATER MAIN REPAIR
			125237	13,885.68	05/30/2024	125959	408 S 6TH ST WATER SERVICE
	IHC CONSTRUCTION COMPANIES LLC Total			109,443.59			
3882	CORE & MAIN LP						
			122896	2,742.00	05/30/2024	U643902	INVENTORY ITEMS
			123311	17,919.60	05/30/2024	U688569	MISC SUPPLIES FOR SERVICE
			124733	1,260.00	05/30/2024	U823684	INVENTORY ITEMS
			124741	282.75	05/30/2024	U838156	TAPT REP CLP
			124741	71.92	05/30/2024	U843788	MUE PIPE ID RANGE
	CORE & MAIN LP Total			22,276.27			
3890	GOVERNMENTJOBS.COM INC						
			124775	9,343.95	05/30/2024	INV-35290	ONBOARD 5/1/24-04/30/25
	GOVERNMENTJOBS.COM INC Total			9,343.95			
3968	TRANSAMERICA CORPORATION						
				5,207.48	05/31/2024	RHFP240531114102PC	Retiree Healthcare Funding Pla
				1,390.33	05/31/2024	S115240531114102FD	Sect 115 Retiree Health Plan
	TRANSAMERICA CORPORATION Total			6,597.81			
3973	HSA BANK WIRE ONLY						
				400.00	05/31/2024	HSAF240531114102HF	Health Savings Plan - Family
				1,000.00	05/31/2024	HSAF240531114102PC	Health Savings Plan - Family
				575.00	05/31/2024	HSAS240531114102CC	Health Savings - Self Only
	HSA BANK WIRE ONLY Total			1,975.00			
4048	ZOLL MEDICAL CORPORATION						
			124347	481.00	05/30/2024	3966036	BATTERY

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				124846	3,621.00	05/30/2024	3972607	AMBULANCE SUPPLIES
	ZOLL MEDICAL CORPORATION Total				4,102.00			
4057	COPS TESTING SERVICE INC							
				124759	175.00	05/30/2024	109051	POLYGRAPH
					500.00	05/30/2024	109051A	PSYCHOLOGICAL
	COPS TESTING SERVICE INC Total				675.00			
4074	AMAZON CAPITAL SERVICES INC							
				124342	49.99	05/30/2024	13RT-JM1D-JQ19	FOLDING CAMPING TABLE
				125632	55.98	05/30/2024	14HQ-PF1W-KCHP	MCS ARCHIVAL RAME
				125528	115.00	05/30/2024	16JR-V63F-G67R	INVENTORY ITEMS
				124994	1,171.74	05/30/2024	17N7-GFR6-GD6F	MAGNETIC LOCATOR
				125685	86.90	05/30/2024	1CNV-3FKH-1C4F	INVENTORY ITEMS
					-244.95	05/30/2024	1F1X-PKH4-WJWX	RETURN PRODUCT PO 122917
				125511	114.40	05/30/2024	1F3G-DDTW-D49R	PERMATEX ULT MAX OIL RESIS
				125629	260.33	05/30/2024	1F44-FCNP-1YD1	LEVITON QUICKPORT PATCH P,
				124499	46.16	05/30/2024	1FH1-J417-K3VW	FOAM DRINK CUPS
				125485	35.95	05/30/2024	1FMH-X3RJ-9M7T	FLOOR CLEANING SUPPLIES
				125230	900.00	05/30/2024	1H79-WKVD-1QMV	AQUASCAPE PUMP
				125141	26.79	05/30/2024	1HCC-D4YP-RL3G	STEEL SCREW HOOKS
				125631	21.99	05/30/2024	1K3H-W6WD-L6F4	JAYUS DBL PRIDE RAINBOW FL
				124342	59.99	05/30/2024	1K6Y-FRCJ-H1DK	OFFICE SUPPLIES
				125633	55.99	05/30/2024	1KF7-QYM7-1F4G	8 PIECES 19" CABLE MANAGER
				124342	24.99	05/30/2024	1KFN-MPRY-P3CX	OFFICE SUPPLIES
				124342	34.99	05/30/2024	1L66-LQYJ-94N3	WIRELESS TRANSMITTER
				125562	10.93	05/30/2024	1LH4-VW9M-1HDY	KAPER II AUZILIARY LIGHT
				124881	238.31	05/30/2024	1M39-FNMF-C1HY	COPPER FEMIAL ADAPTER
				125317	241.34	05/30/2024	1M39-FNMF-HTQ9	USB-C CHARGERS
				125792	39.60	05/30/2024	1N3J-H3JN-D79C	PACKING TAPE
				124499	129.85	05/30/2024	1P7H-NTFD-759D	PORTABLE LABEL MAKER
				125677	21.58	05/30/2024	1PKJ-GLCJ-6933	CTREE OWL DECOYS TO ROTA
				125656	157.05	05/30/2024	1QYF-VV11-6RP4	AVALON BTM WATER COOLER
				124499	54.97	05/30/2024	1R3V-6PDP-HTGT	OFFICE SUPPLIES
				125358	59.96	05/30/2024	1T1D-WFMC-W1NC	PHONE CHARGER
				125282	259.99	05/30/2024	1VJT-LH6Y-HQQQ	REFRESHMENT SUPPLIES
				125553	53.31	05/30/2024	1VMH-RVRJ-HR97	PTS RELAY SWITCH REPLACEN
				125476	30.00	05/30/2024	1WKD-GKFV-4L3C	COOLING FAN
				125707	21.58	05/30/2024	1WXQ-CYMV-9L6V	CHARGER

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT</u> <u>PROC</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			125214	286.99	05/30/2024	1X46-QGT9-MXMT	CAPIN SPOT SPRAYER
			125282	3.99	05/30/2024	1XR7-TYGG-DJ1N	REFRESHMENT SUPPLIES
				528.85	06/09/2024	17YD-NJ44-XTTD-14H	INVOICE 2ND-14HV-VKVM-61W
	AMAZON CAPITAL SERVICES INC Total			4,954.54			
4083	ESCH CONSTRUCTION SUPPLY INC						
			122410	54.90	05/30/2024	INV60439	BLADE FOR METAL
			124322	68.00	05/30/2024	INV63677	GALLON CHAIN OIL
	ESCH CONSTRUCTION SUPPLY INC Total			122.90			
4121	HSA BANK						
			124766	86.00	05/30/2024	W541130	HSA SERVICE FEE
	HSA BANK Total			86.00			
4122	SUNSET LAW ENFORCEMENT LLC						
			125046	4,966.90	05/30/2024	0010187-IN	HORN 223
	SUNSET LAW ENFORCEMENT LLC Total			4,966.90			
4142	INTELLIAS INC						
			120275	1,110.00	05/30/2024	14102	CRYSTAL SERVER UPGRADES
			123141	4,000.00	05/30/2024	14103	LSF AND LANDMARK UPGRADE
	INTELLIAS INC Total			5,110.00			
4174	UNIFIRST CORPORATION						
			124805	151.66	05/30/2024	1320130577	FLEET UNIFORMS
			124805	149.67	05/30/2024	1320132495	FLEET UNIFORMS
	UNIFIRST CORPORATION Total			301.33			
4282	ST CHARLES BUSINESS ALLIANCE						
				66,549.99	05/30/2024	FY 2024	SSATAX&HOTELTAX DISBURS-M
	ST CHARLES BUSINESS ALLIANCE Total			66,549.99			
4292	GARDA CL GREAT LAKES INC						
				345.53	05/30/2024	10779313	MAY SERVICES
	GARDA CL GREAT LAKES INC Total			345.53			
4377	MACQUEEN EQUIPMENT LLC						
			124469	448.62	05/30/2024	P28304	LIGHT WELDON
	MACQUEEN EQUIPMENT LLC Total			448.62			
4381	CULLIGAN TRI CITY						

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT PROC</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
				778.40	05/30/2024	29197	APRIL BILLING
			119515	136.80	05/30/2024	29234	WATER DELIVERY CITY HALL
			119515	88.78	05/30/2024	29236	IS DEPT WATER DELIVERY
	CULLIGAN TRI CITY Total			1,003.98			
4391	METRONET HOLDINGS LLC			2,359.03	05/30/2024	1497261/052224	FIBERIPTV&INTERNET-ACCT14
	METRONET HOLDINGS LLC Total			2,359.03			
4398	Paulo Godinho			100.00	05/30/2024	052824	PERDIEM EXP 5/6-10/2024
	Paulo Godinho Total			100.00			
4421	QUADIENT LEASING USA INC						
			125084	3,833.52	05/30/2024	Q1328263	YEAR 3 OF 5 LEASE
	QUADIENT LEASING USA INC Total			3,833.52			
4456	FEHR GRAHAM & ASSOCIATES LLC						
			117887	5,331.00	05/30/2024	122532C	MASTER ENGINEERING SERVICE
			117915	557.50	05/30/2024	122532D	MASTER ENGINEERING SERVICE
			119725	13,260.00	05/30/2024	122532E	MASTER ENGINEERING SERVICE
			119959	16,880.50	05/30/2024	122532F	MASTER ENGINEERING SERVICE
			117233	2,716.50	05/30/2024	122532G	MASTER ENGINEERING SERVICE
			120750	8,050.50	05/30/2024	122532H	MASTER ENGINEERING SERVICE
			122041	8,213.25	05/30/2024	122532I	MASTER ENGINEERING SERVICE
	FEHR GRAHAM & ASSOCIATES LLC Total			55,009.25			
4464	Blake Powers			100.00	05/30/2024	052824	PERDIEM EXP 5/6-10/2024
	Blake Powers Total			100.00			
4469	John Gal						
				1,963.74	05/30/2024	052824JG	AIRFARE&HTL TRIP-EEEEI CONF
	John Gal Total			1,963.74			
4478	MECHANICAL INC						
				368.00	05/30/2024	CHI196815	INSTALL NEW LINT
	MECHANICAL INC Total			368.00			
4505	LAW ENFORCEMENT RISK						

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT PROC</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			124348	150.00	05/30/2024	242402	DAVE CHMELAR
	LAW ENFORCEMENT RISK Total			150.00			
4547	Benjamin Gardner			128.29	05/30/2024	052024	REIMBURSEMENT AWS CONFE
	Benjamin Gardner Total			128.29			
4563	KUTAK ROCK LLP			4,300.00	05/30/2024	050124	FINAL ARBITRAGE CALCULATIC
	KUTAK ROCK LLP Total			4,300.00			
4592	FOUR KITCHENS LLC						
			123608	3,250.00	05/30/2024	4403	MAY 2024 SERVICES
			123608	3,050.00	05/30/2024	4437	SUBSCRIPTION - JUNE 2024
			123608	-3,050.00	05/30/2024	4437	SUBSCRIPTION - JUNE 2024
			123608	3,050.00	05/30/2024	4437A	JUNE SERVICES
	FOUR KITCHENS LLC Total			6,300.00			
4613	KANE REPERTORY THEATRE CO			2,443.75	05/30/2024	VCCKRT0424	HOTEL TAX DISBURSE-FEB-API
	KANE REPERTORY THEATRE CO Total			2,443.75			
4657	THE HAIRY ANT INC						
			122007	140.00	05/30/2024	6147	T SHIRTS
	THE HAIRY ANT INC Total			140.00			
4673	Robert Joern			504.00	05/30/2024	052124	REIMBURSE SAFETY GLASSES
	Robert Joern Total			504.00			
4691	ECO CLEAN MAINTENANCE INC						
			119133	20,003.00	05/30/2024	12750	APRIL JANITORIAL SERVICES
	ECO CLEAN MAINTENANCE INC Total			20,003.00			
4709	HAAS INC						
			124814	1,956.00	05/30/2024	INV8682	SUBSCRIPTION 5/2/24-5/1/25
	HAAS INC Total			1,956.00			
4715	IPBC			447,890.86	06/03/2024	060124	IPBC MONTHLY BILLING

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT</u> <u>PROC</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	IPBC Total			447,890.86			
4763	THOMAS ENGINEERING GROUP LLC		121942	4,995.00	05/30/2024	24-196	PLAN REVIEW AND INSPECTION
	THOMAS ENGINEERING GROUP LLC Total			4,995.00			
4783	ST CHARLES PROF FIREFIGHTERS			1,717.60	05/31/2024	UNF 240531114102FD	Union Dues - IAFF
	ST CHARLES PROF FIREFIGHTERS Total			1,717.60			
4827	CONCENTRIC INTEGRATION LLC		120611	16,138.75	05/31/2024	0257029	SCADA IMPROVEMENTS
			121027	185.00	05/30/2024	0258932	RIVERSIDE SCADA ASSISTANCE
			125173	3,363.75	05/30/2024	0258934	SCADA T AND M SUPPORT
	CONCENTRIC INTEGRATION LLC Total			19,687.50			
4830	ANTHONY TIMBERS LLC		119580	13,452.55	05/30/2024	210	50% TESTING SERVICES
			119580	-13,452.55	05/30/2024	210	50% TESTING SERVICES
			119580	13,452.52	05/30/2024	210A	TESTING SERVICES
				4,701.39	05/30/2024	213	VULNERABILITY PO 119580
			119580	13,452.52	05/30/2024	214	REMAINING TESTING SERVICE
	ANTHONY TIMBERS LLC Total			31,606.43			
4864	RYAN LLC		119585	3,981.25	05/30/2024	815026	SERVICE FOR APRIL 2024
	RYAN LLC Total			3,981.25			
4865	OMEGA SERVICES INC		119589	240.00	05/30/2024	767	APRIL SERVICES
	OMEGA SERVICES INC Total			240.00			
4870	HD SUPPLY INC		124454	164.40	05/30/2024	INV00354319	HYDRANK LOK
			124880	459.96	05/30/2024	INV00362231	BLUE WHITE TUBE ASSEMBLY
				425.20	05/30/2024	INV00362953	WRONG ITEM CREDIT RECEIVED
			124924	368.40	05/30/2024	INV00365088	HACH ASCORBIC POWER PILL
	HD SUPPLY INC Total			1,417.96			
4873	BP & T CONSTRUCTION						

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT</u> <u>PROC</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			124991	7,275.00	05/30/2024	02-2024	LABOR AND MATERIALS
			124991	10,873.70	05/30/2024	1-2024	LABOR AND MATERIALS
	BP & T CONSTRUCTION Total			18,148.70			
4879	Brazley McLean			823.15	05/30/2024	052824	TRAVEL REIMBURSE IEEE CON
	Brazley McLean Total			823.15			
4885	COLLIFLOWER INC		120889	252.38	05/30/2024	02295942	MISC SUPPLIES
			120889	382.96	05/30/2024	02313487	HOSE ASSEMBLY
			124370	203.35	05/30/2024	02323395	PARTS
			124370	141.04	05/30/2024	02325897	50FT WRAPPED CVR
	COLLIFLOWER INC Total			979.73			
4893	NAPCO INC		124509	167.07	05/30/2024	319822	BREAKFAST BLEND COFFEE
	NAPCO INC Total			167.07			
4941	SITEONE LANDSCAPE SUPPLY LLC		124815	23.56	05/30/2024	141283449-001	INVENTORY ITEMS
	SITEONE LANDSCAPE SUPPLY LLC Total			23.56			
4966	AREA DUPAGE TOWING INC		120365	471.00	05/30/2024	24-4551860	TOWING SERVICES POLICE DE
	AREA DUPAGE TOWING INC Total			471.00			
4977	SAFEGUARD PLUMBING SERVICES		123244	1,450.00	05/30/2024	1314	PLUMBING WELL 3-4,8,9, 11
	SAFEGUARD PLUMBING SERVICES Total			1,450.00			
4984	SEL ENGINEERING SERVICES INC		121609	15,000.00	05/30/2024	64070	SEL 651R FORM 6 PROTECTION
	SEL ENGINEERING SERVICES INC Total			15,000.00			
4990	TIMMONS GROUP INC		121228	10,089.00	05/30/2024	341148	ST CHARLES UN MIGRATION
	TIMMONS GROUP INC Total			10,089.00			
4992	CLARK DIETZ INC		121941	2,185.00	05/30/2024	440674	PROFESSIONAL SERVICES 3/25

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT PROC</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			121941	3,002.50	05/30/2024	440911	PROFESSIONAL SERVICES 4/26
	CLARK DIETZ INC Total			5,187.50			
5048	DRIVERGE VEHICLE INNOVATIONS		122420	24,999.02	05/30/2024	107248	INSTALL AND REPAIR
	DRIVERGE VEHICLE INNOVATIONS Total			24,999.02			
5062	JADE SCIENTIFIC, INC		123410	834.00	05/30/2024	IN113275	GLASS FIBER FILTERS
	JADE SCIENTIFIC, INC Total			834.00			
5068	STOP STICK LTD		123116	10,342.00	05/30/2024	0033490-IN	STOP STICK
	STOP STICK LTD Total			10,342.00			
999001419	ACI PAYMENTS INC			22.48	05/30/2024	052024	REFUND PAYMENT NOT CITIES
				5.35	05/30/2024	052024A	ONLINE PAYMENT NOT THE CIT
	ACI PAYMENTS INC Total			27.83			
999001476	R CARLSON & SONS INC			5,000.00	05/30/2024	051724	TCO BOND REFUND #20230043
	R CARLSON & SONS INC Total			5,000.00			
999001479	RONALD DONOVAN			5,000.00	05/30/2024	051724	BOND REFUND # 202202081
	RONALD DONOVAN Total			5,000.00			
999001480	JILL ROBERTS			62.06	05/30/2024	052024	HYDRANGEA BUSH DAMAGED
	JILL ROBERTS Total			62.06			
999001481	JENNIFER KELLY			5,000.00	05/30/2024	052024	BOND REFUND #202300163
	JENNIFER KELLY Total			5,000.00			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT</u>	<u>PROC</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
				<u>Grand Total:</u>	<u>4,222,678.70</u>			

The above expenditures have been approved for payment:

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

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IIA

Title:

Resolution Authorizing the Execution of an Agreement between the City of St. Charles and the St. Charles Professional Firefighter's Association I.A.F.F. Local 3322

Presenter:

Jennifer McMahon, Director of Human Resources

Meeting: City Council

Date: June 17, 2024

Proposed Cost: +\$948,817

Budgeted Amount: +\$286,215/year

Not Budgeted: ☐**Executive Summary** (*if not budgeted please explain*):

Attached for City Council consideration, is a resolution authorizing execution of a collective bargaining agreement that was ratified by the St. Charles Professional Firefighter's Association I.A.F.F. Local 3322 on May 30, 2024, following collective bargaining. A status update summarizing this tentative agreement was presented to the City Council in executive session on June 3, 2024. The Agreement would be effective from May 1, 2024, through April 30, 2027.

This agreement incorporates an annual stipend of \$1,200 for Facilitators, who are responsible for developing and executing in-house training in addition to their regular duties. In order to be more competitive in a tight labor market, the starting pay was raised from 65% of top pay to 70%. The step progression increments were changed from 5% to 6%. Existing employees in step progression will maintain the step progression under which they were hired. The wage schedule specifies a 3.5% increase for the first year, a 3.5% increase the second year, and a 3.5% increase the third year. There is also a range adjustment first six months of the agreement of 0.5% for FF/P and 2.5% for Lts. because of being behind the 75th percentile. The delay does result in some cost savings. Total estimated additional rolled-up* wage cost for the life of the contract is \$948,817.

** Inclusive of step movements, payroll taxes, workers compensation, and pension.*

Attachments (*please list*):

- A Resolution Authorizing the Execution of an Agreement between the City of St. Charles and the St. Charles Professional Firefighter's Association I.A.F.F. Local 3322
- Agreement Between the City of St. Charles and the St. Charles Professional Firefighter's Association I.A.F.F. Local 3322

Recommendation/Suggested Action (*briefly explain*):

Approve a resolution authorizing the execution of an agreement between the City of St. Charles and the St. Charles Professional Firefighter's Association I.A.F.F. Local 3322

City of St. Charles, Illinois
Resolution No. 2024 - ____

**Resolution Authorizing the Execution of
an Agreement Between the City of St. Charles and the
St. Charles Professional Firefighter's Association I.A.F.F. Local 3322**

**Presented and Passed by the
City Council on June 17, 2024**

WHEREAS, the St. Charles Professional Firefighter's Association I.A.F.F. Local 3322 completed bargaining and ratified the proposed Collective Bargaining Agreement with the City that resulted from such bargaining and attached as Exhibit A; 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 the City Administrator is hereby authorized to execute a contract between the City of St. Charles and the St. Charles Professional Firefighter's Association I.A.F.F. Local 3322, effective May 1, 2024, through April 30, 2027.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 17th day of June, 2024.

PRESENTED by the City Council of the City of St. Charles, Illinois, this 17th day of June, 2024.

APPROVED by the Mayor of the City of St. Charles, Illinois, this 17th day of June, 2024.

Lora Vitek, Mayor

ATTEST:

Nancy Garrison, 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**



CITY OF
ST. CHARLES

ILLINOIS • 1834

May 1, 2024 – April 30, 2027

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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, 2024, 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, Deputy 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 their 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 four (4) years commencing on May 1, 2024, and shall continue in effect through April 30, 2027.

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, 2027, 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 email an electronic copy of the signed agreement to all union members. Each member can obtain a printed copy in the human resources department upon execution of the agreement.

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 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 confer over any state of emergency which is extended beyond the initial declaration. 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 their participation in the St. Charles Professional Firefighters Association I.A.F.F. Local 3322 or because of the employee 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 designee of their 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 designee with their latest mailing address. If an employee fails to timely respond to a recall notice, their 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.

Section 7.5 – Electronic Recording Devices

The employer shall establish policies for the operation and/or interaction with law enforcement video recording devices including body worn cameras and police vehicle dash cameras. The employer shall provide a copy of the policy to the Union and all covered employees in accordance with Section 7.1 of the Collective Bargaining Agreement (CBA) prior to July 1, 2024. The employer agrees to provide employees with training, at the employer's expense and during normal work hours, regarding recording devices, interactions with law enforcement and the applicable policy.

Employer's review of any recordings pertaining to an employee covered by this agreement shall not be conducted for discriminatory, retaliatory, arbitrary and capricious, or illegal reasons and may not be used as the sole basis for disciplinary action.

The primary purpose of reviewing such devices is to aid employees in the performance of their duties. Such camera recordings shall not be used to discipline fire department personnel unless;

- a. A complaint of misconduct has been made;
- b. The encounter on the recording could result in a formal investigation under the Fireman's Disciplinary Act, 50 ILCS 745 of the Illinois Compiled Statutes; or
- c. As corroboration of other evidence of misconduct.

Video recordings may be reviewed in compliance with a public records request and applicable St. Charles Police Department policies.

The parties reaffirm that all disciplinary investigations will be conducted in compliance with the CBA, and that the discipline, suspension, and/or discharge of non-probationary employees shall be in accordance with Article 24 of the CBA.

ARTICLE 8 RESIDENCY

All employees covered by this agreement shall maintain primary residence within the state of Illinois in the area defined by the following boundaries. Newly hired employees must comply with the residency requirement within six months from the conclusion of their probation. This area is bounded by the Wisconsin border on the north, Lake Michigan or the Indiana border on the east, US Highway 24 west to interstate highway 74 west/north to interstate highway 80 west to the Mississippi River on the south, and the Mississippi River on the west. The residency will be inclusive of the cities or villages which US Highway 24 west to interstate highway 74 west/north interstate highway 80 west to the Mississippi River runs through. The map included in Appendix I provides a graphical designation of the residency area and lists those inclusive cities and villages in bold text.

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 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). Company officers may assign additional time to personnel prior to designated stand down time to work on additional department responsibilities. Stand down time may also be utilized to work on previously assigned department duties, projects or responsibilities. The only exceptions to stand down time are the following:

1. Night drills - no more than six (6), for a total of no more than twelve (12) hours annually.
2. Block parties - up to a maximum of one (1) hour daily.
3. Fire station tours.
4. Unexpected tasks unknown to Fire Administration prior to stand down time.

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 instance 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 their current Kelly day schedule. The bidding process shall be limited to one round only and there shall be no opportunity for any employee to bid on a Kelly day that becomes vacant subsequent to their bid. 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 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 outside of the employee's normal work schedule shall comply with section 11.2, and be paid at an overtime rate of one and one-half (1½) times the employee's normal hourly rate for the actual hours worked with a two (2) hour minimum, regardless of time.

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.

Off Duty Firefighting and EMS

For reasons stated below, the employer and Union agree that the fire chief shall prohibit employees from performing active firefighting and/or pre-hospital EMS duties for jurisdictions operating a paid or volunteer fire department or EMS service other than this employer.

- a. The provision of fire protection services and EMS services to the public is a dangerous occupation requiring highly trained, physically capable personnel using appropriate methods and equipment under the direction of experienced supervisors. As such, the performance of fire protection duties without the requisite training, methods, equipment or supervision may threaten the health and well-being of employees and the public.
- b. Employees who perform fire protecting duties on a voluntary basis or as a result of outside employment are subject to increased exposure to hazardous conditions that may result in a greater incidence of illness or injury. Consequently, the performance of such duties for other municipalities or employers may have a direct bearing on employees' ability to perform fire protection duties for this employer.
- c. State statute has established a presumptive causal relationship between an employee's fire suppression duties and certain heart and lung disabilities the employee may develop. This employer and its taxpayers are financially liable for the employee's duty disability benefits, and must be confident that such disabilities are the result of the employee's work for this employer and not for another secondary employer.
- d. The prohibition against employees of the department from performing firefighting and/or EMS duties for jurisdictions other than this employer shall be in effect upon ratification of this agreement.

Employees may work for another fire department or fire district with the written approval of the fire chief, and such duties have been sanctioned by the International Association of Fire Fighters, The Associated Fire Fighters of Illinois and this Local.

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 (1½) 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 (1½) 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 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 (1½) 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, they 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 (1½) 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 (1½) 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 Usage

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. Vacation selection is outlined in Appendix G.

If an employee is promoted or involuntarily transferred by the City, they shall be eligible to transfer their previously scheduled vacation/personal days to those days correlating on their 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 their 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 their classification rank.

Vacations are to be used in full-day increments except for either of following two (2) conditions.

1. Vacation time utilized for educational purposes, as set forth by the fire chief in a fair and equitable manner to all employees.
2. One-time combination of vacation and personal time that equals a twenty-four (24) hour shift and utilized to reduce balance of personal time to zero (0).

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.

Bargaining unit employees may be advanced vacation leave up to what is earned in one (1) calendar year. Any vacation advance must be paid back by the end of the calendar year in which it was used. Any employee, who has not repaid the balance of any advanced vacation leave remaining, shall have said amount deducted from their final paycheck at termination.

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 their anniversary date, they 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 (as defined in Appendix A). The personal day shall be considered a personal day off, and prior to being utilized, the day must be approved by the chief or 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 multiples of two (2) hour increments, 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 observes a minimum of ten (10), shall be recognized and observed as follows:

Personnel assigned to "Shift" (as defined in Appendix A) will observe the holidays on the actual calendar dates of the holidays, rather than the date of the observed City holidays. Personnel normally assigned to a forty (40) hour week and personnel assigned to "Days" (as defined in Appendix A) or transitional duty (as outlined in Section 13.2) shall observe holidays on the dates established by the city. There will be no duplication of holiday pay if an overlap occurs transitioning from one schedule to another.

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. An employee may use sick leave in case of an actual sickness or disability of the employee; for the care of dependents of their household pursuant to the Public Act 99-0841, which covers illness, injury, or medical appointments of the employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, stepparent, stepchildren, or domestic partners; or by the employee to meet physical examination appointments or other sickness prevention measures as prescribed by the employee's physician. Sick leave can also be utilized for a birth in their immediate family; including the employee's children (including step and adopted), father, mother, current spouse, or current employee who stands in loco parentis or is a guardian.

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 they return 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 their 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 they intend 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 designee, an employee covered by this agreement who suffers a death in their family (as defined below) will be given reasonable time off, with full pay, up to a maximum of three (3) days.

Family, for the purposes of family death leave, shall be defined as including the employee's children (including step and adopted), father, mother, current spouse, brother, sister, niece, nephew, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law or grandchildren.

- 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 designee, per Section 12.11 – Additional Paid Leave, due to death in an employee's family or extended family upon the request of the employee.

Section 12.11 - Additional Paid Leave

The fire chief or 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 assigned representative, to be granted permission or approval for the leave.

Section 12.12 - Donation of Paid Leave

Any 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 experiencing a circumstance as defined in Section 13.5-FMLA, and has exhausted all accrued benefit time.

Probationary firefighters may:

- Receive up to 240 hours of donated time from other bargaining unit members.
- Only use donated time after the exhaustion of earned benefit time.
- Use of donated time must be in full-shift increments.
- The donated time, combined with any accrued benefit time, will not exceed a total of ten (10) shifts in addition to their normally accrued benefits.

The request to donate is submitted to human resources in writing. Any donated time shall be utilized as sick time for duty-scheduling purposes.

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 their 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 employee for such period(s) not exceeding thirty (30) days per request, excepting military leave. A general leave of absence cannot be used in lieu of FMLA for qualifying events. An employee may request additional periods of unpaid leave, as approved by the fire chief. Any request for leave of absence must be submitted in writing by the employee to the fire chief as far in advance as practicable. The request must state the reason for the leave of absence and the approximate length of time, not to exceed thirty (30) days per request.

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 by direct payment to the City of St. Charles, the Fire Pension Board, or the Union. 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 leave, 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 benefit accrual during periods of unpaid leave but will not lose anything accrued prior to leave.
- G. An employee shall continue to accumulate seniority during periods of unpaid leave in accordance with Article 4 Illinois Pension Code credible service.

Section 13.4 - Military Leave

A full-time 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's leave, pay, and benefits will be in compliance with ISERRA (Illinois Service Member Employment and Reemployment Act) and USERRA (Uniformed Services Employment and Reemployment Act).

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:

- 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
- 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
- The employee's own serious health condition that makes the employee unable to perform the essential functions of his/her position.
- 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.
- 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 serious 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

- F. 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.
- G. Employee contributions will be required either through payroll deductions or by direct payment to the City of St. Charles, the Fire Pension Board, or the Union. 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.
- H. 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.
- I. 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.
- J. 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.
- K. An employee is not entitled to seniority or benefit accrual during periods of unpaid leave but will not lose anything accrued prior to leave.
- L. An employee shall continue to accumulate seniority during periods of unpaid leave in accordance with Article 4 Illinois Pension Code credible service.

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 they are able to secure another employee to work in their 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 to a chief officer utilizing the mutually agreed upon method with all relevant signatures not less than forty-eight (48) hours prior to the date of the earliest trade requested. Should the method need to be modified it should be discussed and mutually agreed upon in Labor/Management
- D. 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.
- E. Such time trade hours shall be paid back to the employee that filled in within a period of 365 days.

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 their 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 their 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 their 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 they are 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 their date of full-time hire with the department in a position of firefighter covered by this agreement.

When or if any employee interrupts their continuous service period to receive a disability pension they shall be entitled to their accumulated seniority which existed at the time they were placed on the disability pension but they shall not be entitled to any seniority credit for the time they were 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, 2024, 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:

	5/1/24	11/1/24	5/1/25	5/1/26
Firefighter	3.50%	0.5%	3.50%	3.50%
Firefighter/Paramedic	3.50%	0.5%	3.50%	3.50%
Lieutenant	3.50%	2.5%	3.50%	3.50%
Captain	5.00% over top Lt. Pay	5.00% over top Lt. Pay	5.00% over top Lt. Pay	5.00% over top Lt. Pay

Section 16.2 - Wages

As of May 1, 2024	70%	76%	82%	88%	94%	100%
Step Increases Occur at these Intervals	Start	1 Year	2 Years	3 Years	4 Years	5 Years
Firefighter	\$76,051	\$82,570	\$89,089	\$95,608	\$102,126	\$108,645
Firefighter/Paramedic	\$80,881	\$87,814	\$94,746	\$101,679	\$108,612	\$115,544
					96%	100%
					Start	1 Year
Lieutenant					\$122,466	\$127,569
						Top 5.0% over Top Lt.

Captain						\$133,947
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As of November 1, 2024	70%	76%	82%	88%	94%	100%
Step Increases Occur at these Intervals	Start	1 Year	2 Years	3 Years	4 Years	5 Years
Firefighter	\$76,432	\$82,983	\$89,534	\$96,086	\$102,637	\$109,188
Firefighter/Paramedic	\$81,285	\$88,253	\$95,220	\$102,187	\$109,155	\$116,122
					96%	100%
					Start	1 Year
Lieutenant					\$122,528	\$130,758
						Top 5.0% over Top Lt.
Captain						\$137,296

As of May 1, 2025	70%	76%	82%	88%	94%	100%
Step Increases Occur at these Intervals	Start	1 Year	2 Years	3 Years	4 Years	5 Years
Firefighter	\$79,107	\$85,887	\$92,668	\$99,449	\$106,229	\$113,010
Firefighter/Paramedic	\$84,130	\$91,342	\$98,553	\$105,764	\$112,975	\$120,186
					96%	100%
					Start	1 Year
Lieutenant					\$129,921	\$135,335
						Top 5.0% over Top Lt.
Captain						\$142,101

As of May 1, 2026	70%	76%	82%	88%	94%	100%
Step Increases Occur at these Intervals	Start	1 Year	2 Years	3 Years	4 Years	5 Years
Firefighter	\$81,876	\$88,894	\$95,911	\$102,929	\$109,947	\$116,965
Firefighter/Paramedic	\$87,075	\$94,539	\$102,002	\$109,466	\$116,929	\$124,393
					96%	100%
					Start	1 Year
Lieutenant					\$134,469	\$140,071
						Top 5.0% over Top Lt.
Captain						\$147,075

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.

During the term of the contract beginning May 1, 2020, the compensation compression was addressed between the ranks of Captain and Battalion Chief. The differential between Lieutenant and Captain was reduced to 5%. This practice is more compliant with the City's long-standing practice as outlined in the City Policy Manual.

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 May 1, 2024 – April 30, 2027	\$4,127
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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

The following longevity schedule shall be implemented starting May 1, 2024.

Years 6-9	1%
Years 10-14	1½%
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, paid as a percentage of base career rank salary (not acting rank pay).

Section 16.7 - Retroactive Pay

The City agrees to apply the wage schedule as referenced in Section 16.2 to the employees

covered by this Agreement as provided herein on a retroactive basis, with such wage adjustments made retroactive to May 1, 2024, on all hours compensated by the City. This retroactive pay increase shall apply only to employees employed by the City on the date this Agreement is executed by both parties, and no other provision of this Agreement shall be applied retroactively. This payment shall be made within 45 days of the signing, by both parties, of this Agreement.

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. Appointments shall be made in accordance with 65 ILCS 5/10.-2.1-4, 6.3 (the CSA).

The parties acknowledge the existence of a pre-existing contract between the City and Tri City Ambulance, effective July 1, 1990 through May 1, 2022, relating to utilizing non-certificated Paramedic personnel for emergency transport ambulance service. The parties agree this contract will continue for its duration, but further agree such event shall not be construed to waive or otherwise prejudice either party's rights and obligations under the CSA to bargain as to alternatives to this contract service after the expiration of such contract.

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.

Employees will typically complete the driver/engineer training program by the end of their 12-month probationary period. In the event that employees have not completed the driver/engineer training program, labor/management shall be used to facilitate timely completion or improvements of the program.

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 their 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, deputy chiefs, and/or battalion chiefs to operate any piece of equipment that they deem appropriate in training or emergency situations of a non-reoccurring nature. At no time will the fire chief, deputy 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 they are 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 (50 ILCS 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.

Prior to announcement of any promotional process, the city and Union shall meet and confer to discuss the eligibility of candidates, timeline, announcement, and other procedural considerations.

Regarding Ascertained Merit and Seniority, the Fire Administration and the Union (up to 2 members not participating in the process) shall open sealed envelopes and review submitted documents to determine a candidate's score.

Candidates shall have at least a 10-business day sign-up period, held a minimum of 14 calendar days after written notice from the fire chief indicating the promotional process commencement. Orientation session provided by a professional independent service selected by the BFPC, shall be held within the first five (5) business days of the sign-up period. Orientation packets, tally forms and document submission envelopes shall be provided upon sign-up. Appropriate department SOG's shall be provided in electronic format to candidates after sign-up.

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 (minimum semester hours of completed course work) 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 Company Fire Officer 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 Advanced Fire Officer 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 Advanced Fire Officer 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%	10%
3. Assessment Center	15%	20%	30%
4. Ascertained Merit	10%	10%	10%
5. Seniority	10%	10%	10%
6. Written Examination	45%	40%	25%

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 and prior to the Written Examination.

Subsection 5 - Test Components

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

Rank Tested	Bargaining Unit Member
Lieutenant	Lieutenant or Captain
Captain	Lieutenant or 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 designee, one member selected by the human resources director, and one member selected by the union holding the rank of Lieutenant 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) 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 will be awarded at a rate of 10 points for EMT-B certification and 20 points for EMT-P certification. Points for EMT certification shall be non-cumulative and shall not exceed 20 points.

Additionally, certification credit shall be awarded at a rate of .5 points per eight (8) hour block of instruction required to attain an individual Office of State Fire Marshall (OSFM) certification. All approved certifications and associated point values are listed in Appendix H (Certification Credit). Changes to Appendix H will be made upon request, by either party, and by mutual agreement during Labor/Management meetings. Required documents shall be submitted in sealed envelope provided.

- b. Special Teams Credit
Special teams credit shall be earned at a rate of 1.5 points per year that the individual participated on a special team listed herein. Special teams credit shall be earned at a rate of 1.8 points per year that the individual served as Deputy Team Leader on a special team listed herein. Special teams credit shall be earned at a rate of 2.1 points per year that the individual served as Team Leader on a special team listed herein. (For example, an individual serves a total of 15 years on a special team, 10 years as a team member and 5 years as a Team Leader $(10 \times 1.5) + (5 \times 2.1) = 25.5$ total points).

To receive credit for any special team, 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, or 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. Special team

credit shall be calculated at full credit for any portion of the calendar year which team membership was maintained.

For individuals who have served a minimum of ten (10) consecutive years in good standing on a special team, but have voluntarily withdrawn from team membership, that individual shall receive credit at a rate of .5 points for each calendar year that the individual participated on a special team listed herein. For the purposes of having verifiable information, Special Team credit for previous service will be awarded based on OFDC records beginning March 6, 2008 (OFDC Special Team credit). Special Team Deputy Team Leader credit will be awarded based on OFDC records beginning May 1, 2020 (OFDC Special Team credit).

A maximum of two (2) special teams may be used to be awarded points.

Dive-Rescue Team	Honor Guard Team
Fire Investigations Team	Technical Rescue Team
Hazardous Materials Team	Public Education Team

c. Awarding of Points

Credit for Ascertained Merit shall be divided as a 70% / 30% split between certification credit and special teams. Up to 70% shall be awarded to the area of higher point value and 30% shall be awarded to the area of lower point value. For example, if an individual had 75 points of certification credit and 25 points of special teams credit, they shall be awarded 95 total points (70 points + 25 points).

- 5) 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 fractional years (rounded to the nearest hundredth decimal) based upon each candidate's service time between hire date and the date of the Written Exam.

For example, the most senior firefighter has twenty (20) years of service and gets the maximum of ten (10) points. A less senior firefighter has twelve (12) years of service. This less senior firefighter would receive $12/20$ or 60% of the maximum seniority points or six (6) seniority points. The least senior firefighter has five point six five (5.65) years of service. The least senior firefighter would receive $5.65/20$ or 28.25% of the maximum seniority points or 2.83 seniority points.

- 6) Written Exam – The written examination shall be in accordance with the Act by a professional independent service selected by the City.

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. 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) business days after the initial posting of the preliminary promotion list. Required documents shall be submitted in sealed envelope provided. 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) business days after the initial posting of the adjusted preliminary promotion list. Required documents shall be submitted in sealed envelope provided. 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 it 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 their consideration. This request shall be to their 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 their 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:

1. By detailing a floating officer who is working their regular shift and not already assigned to an apparatus or counted as part of minimum staffing requirements as set forth in this agreement.
2. By recalling a captain or lieutenant from the additional duty assignment (overtime) system.
3. 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 they shall receive acting out of rank pay for any such time worked. If no one qualified accepts such duty, the fire chief or 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, acting out of rank assignments shall be assigned in a rotating manner amongst those eligible employees on the same shift, with priority in the following order:
 1. Employees of the rank of firefighter or firefighter-paramedic who appear on the current fire lieutenant promotion list (employees may not opt out).
 2. Employees in the rank of firefighter or firefighter-paramedic who are eligible for the current fire lieutenant promotion process (employees may opt out).

Where applicable, employees who meet the requirements for acting out of rank may elect to opt out. An employee who elects to opt out will no longer receive acting out of rank assignments in a rotating manner amongst eligible employees. However, it is understood that eligible employees who opt out may still be assigned acting out of rank assignments when required by staffing levels regardless of opt out status. Employees may elect to opt out on an annual basis and no later than January 1 of each year. The opt out list shall reset on January 1 of each year.

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 the following manner:
 - Fire lieutenants within the affected shift in the order they appear on the current Fire Captain Promotion list.
 - Fire Lieutenants in the order they appear on the current Fire Captain Promotion list.
 - Seniority of those eligible to participate in Captain's promotional process (as defined in 18.1 Subsection 3) amongst fire lieutenants within the affected shift.
 - 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. In the event only one (1) Fire Lieutenant on the affected shift appears on the current Fire Captain promotion list, they shall serve as Acting Captain for up to one hundred twenty (120) days per calendar year prior to other Fire Lieutenants on the affected shift serving in that position. 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. In this case, a fire Lieutenant shall be assigned to serve as acting captain utilizing the procedure described above. 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 their current hourly rate adjusted upward to meet the newly calculated rate while serving in that position. Fire Captains assigned to serve as an acting battalion chief shall remain union members covered by this agreement. This shall be the usual procedure for assignment of acting Battalion Chief.

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

Section 19.1- 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.

Section 19.2 - Training Facilitators

The training facilitator is a position providing training assistance to the Training Division. This work includes, but is not limited to, facilitation of training assignments, instruction of hands-on and classroom training assignments, vetting of company level training, evaluating and modifying training material, providing feedback for completed training assignments, and the maintenance of training equipment.

The fire chief shall determine the number of training facilitators necessary for elective education and training purposes. If there are an insufficient number of facilitators who volunteer, personnel who meet the following criteria may be assigned for a term of one (1) year with a minimum of two (2) years between required assignments. The qualifications for the position of training facilitator are:

- At least three (3) years' experience in the St. Charles Fire Department
- OSFM Instructor I (Instructor II preferred)
- Possess a sound knowledge of firefighting theory and hands-on skills as well as the ability to instruct, coach, and guide personnel
- Have no previous sustained complaints of misconduct or malpractice in the individual's personnel file within the past twelve (12) months
- Endorsement and unanimous agreement of the Fire Chief, Battalion Chief of Training, and the union president

Section 19.3 – Training Facilitator Pay

- Employees serving as a training facilitator shall receive a stipend of \$1,200. 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. An employee assigned for only part of the year shall receive a prorated pay stipend for only those pay periods that the employee held the facilitator position.

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, 1994¹.

The employee shall be allowed to participate in the City wellness 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 requisition shall be forwarded to the quartermaster. 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 a reasonable timeframe, 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 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

¹ The amount the employee shall be responsible for paying is calculated as 25% of the difference between the COBRA rate of the City's CORE plan for single coverage and the COBRA rate for the cost of the dependent coverage for the CORE Plan. The non-CORE premium equivalent rates are structured by the value of the plan. The City designates the HDHP/HSA \$1,600 as their CORE plan (base level plan).

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)	Quilted Jacket
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 (Class B use)
One (1)	Black Leather Belt (Class A use)

For Honor Guard, the minimum additional uniform requirements are as listed herein:

One (1)	Dress Uniform Jacket with "Red" Stripes
One (1)	Dress Uniform Pants with "Red" Stripes
One (1)	Dress Uniform Hat (Blue) with "Red" Stripe & Maltese Cross Insignia
One (1)	Dress Shirt (White) with American Flag on Right Shoulder and Department Patch on Left Shoulder
One (1)	Dress Tie (Black)
One (1)	Pair of High Gloss Black Dress Shoes
One (1)	High Gloss Black Leather Belt with Silver Buckle
One (1)	Pair of Honor Guard Gloves
One (1)	Pair of Honor Guard Collar Insignia
One (1)	Honor Guard Aiguillette

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

One (1)	Helmet
One (1)	Additional Helmet Insert
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)	Pair Extrication Gloves

Two (2)	Flash Hood
One (1)	Face Shield
One (1)	Flashlight
One (1)	Leather Radio Strap and Holder
One (1)	SCBA Face Piece
One (1)	Additional Face Piece Netting
One (1)	Pair of Safety Glasses

The Class C duty uniform shall consist of the following department issue: blue straight leg or cargo style pants, blue polo shirt or button-down uniform shirt (with appropriate rank insignia), black belt with silver buckle and black station boots. Employees may wear either the blue button-down duty shirt, blue duty sweatshirt with department t-shirt underneath, or blue polo shirt. However, a button-down dress shirt or polo shall be worn for all public engagement events (i.e., inspections, public education, block party).

Employees shall be reimbursed up to \$175 for each fiscal year of this agreement for the purchase of approved station footwear with prior approval of the quartermaster or designee. Employees may be reimbursed the balance available for the entire term of the contract at any time during the term of the contract. Employees have the ability to use the reimbursement for all items related to the approved station footwear.

New employees will be reimbursed for the value available in the fiscal year hired and any remaining years of the contract. If an employee separates from employment with the Fire Department prior to term of the contract and has utilized reimbursement exceeding what would have been available during the fiscal year of separation, the employee shall repay the City, upon demand, the sum equivalent to the total additional value that has been reimbursed.

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 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 they 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.
- C. Resignation in lieu of termination by a probationary employee.

Section 22.2 - Accrued Benefits

Except as outlined above, 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. Any employee who has not repaid the balance of any advanced vacation leave remaining, shall have said amount deducted from their final paycheck at termination.

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 has established and shall maintain a Retirement Healthcare Funding Plan (RHFP) for IAFF-represented employees. The purpose of the Plan is to provide the opportunity for bargaining unit members to accumulate assets to pay for medical and other eligible expenses at and during retirement. The RHFP will be effective, July 25, 2022. Prior to effective date, current bargaining unit members will have a one-time, lifetime opportunity to opt-out of the RHFP. This decision will be irrevocable. Participation in the Plan by newly-hired employees will begin on their date of hire. The Plan shall be established as a Section 115 Trust in accordance with any and all applicable laws. The City shall be responsible for set-up and administrative fees.

Bargaining unit members authorize the City to make contributions to the RHFP on their behalf as follows:

- To the extent permitted by the tax code, withhold 1% of employees' pre-tax, base salary (as noted in Section 16.2) per pay period and deposit into the RHFP.
- To the extent permitted by the tax code, 100% of employees' accrued sick time eligible for payment as defined in Article 22, Section 22.1 shall be withheld pre-tax and deposited into the RHFP.

- To the extent permitted by the tax code, 100% of employees' accrued vacation time eligible for payment as defined in Article 22, Section 22.2 shall be withheld pre-tax and deposited into the RHFP.

The City is not responsible for any tax liabilities or penalties that may be imposed on employee by the IRS, the Illinois Department of Revenue, or any other taxing body as a result of claims by any taxing body that taxes should have been withheld from payments made to the Section 115 Trust created by this Agreement. Similarly, the employee is not responsible for any tax liabilities or penalties that may be imposed on the City by the IRS, the Illinois Department of Revenue, or any other taxing body as a result of claims by any taxing body that taxes should have been withheld from payments made to the Section 115 Trust created by this Agreement.

The City and Union agree that any amendments to or termination of this RHFP is subject to collective bargaining. This includes amendments to the terms articulated above

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.

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. Prior to initiating the discipline process, performance issues of a minor nature may be addressed by the use of employee coaching. If an employee can be effectively coached by their immediate supervisor following an incident, this action shall be considered as to whether or not it is necessary to institute the start of the discipline process for the employee. A coaching session is intended to correct under-achievement of performance expectations and is not considered discipline. Coaching sessions will be documented utilizing the coaching form. These forms shall be removed from the employee's personnel file upon request after their next regular evaluation.

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 their 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 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 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 grieved and appealed, but not to arbitration.

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

The City and the association do mutually agree that the Illinois Firemen's Disciplinary Act, 50 ILCS 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, 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, 820 ILCS 40/ shall be incorporated into this agreement as if fully set forth herein.

An employee can inspect the contents of their 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 they deem necessary for their 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 have a stated time limit when they are eligible to be removed.

Except as otherwise provided herein, disciplinary actions must be purged from all records as follows:

Oral Warnings: 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.

Written Reprimand: as soon as eighteen (18) months have elapsed since the employee was last warned for the offense, at the employee's request to the human resources department.

Suspension: as soon as twenty-four (24) 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 from human resources.

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

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 deputy 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 deputy chief of administration is absent or unavailable during the period of time in which a grievance must be filed, then the grievance shall be presented to the deputy chief of operations. The battalion chief or the deputy 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 deputy chief or 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 deputy chief or designee shall respond to the grievance within ten (10) calendar days of 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 deputy 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 deputy 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 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 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 their 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 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 seven (7) 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 them. 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 their 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, they 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 designee, shall be compensated at the overtime rate of one and one-half (1½) 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 designee, shall be compensated at the overtime rate of one and one-half (1½) 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 related to patient care 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 \$600 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 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 their 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/Basic Fire Prevention Officer shall have priority for the position.
 - 2) The officer(s) by seniority without certification as a Fire Prevention Officer I/Basic Fire Prevention Officer 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 their 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 their Fire Prevention Officer I/Basic Fire Prevention Officer certification while in the bureau must serve one (1) additional year in the bureau, unless another

lieutenant with Fire Prevention Officer I/Basic Fire Prevention Officer requests or bids for the bureau position or there is a less senior lieutenant with Fire Prevention Officer I/Basic Fire Prevention Officer.

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 they choose 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 observe the same holidays as outlined in Section 12.5-Holidays. The FPB officer(s) shall receive the City-observed holiday(s) off with pay if the observed holiday is on their regularly scheduled workday. 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 Deputy Chief in charge of the 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 (1½) 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 their 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/Basic Fire Prevention Officer, the fire chief or 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 four (4) representatives designated by the fire chief and four (4) representatives 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 designee shall set forth in writing their 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, their response shall include their 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 forty-eight (48) hours in advance.

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 this agreement 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 _____, 2024, by the City of St. Charles, Illinois, as attested by the signatures affixed hereto:

Attest: _____
By: _____
Heather McGuire, City Administrator
City of St. Charles

Nancy Garrison, City Clerk

Approved and agreed to this _____ day of _____, 2024, 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: _____
Steve Rehak, President

Chad Tinsley, Vice President

Brandon Paus, Secretary

Steve Siwy, 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 deputy 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.
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.
Probationary	New employees shall be deemed probationary employees as determined by

Period	state statute.
Resignation	The term "resignation" shall be defined as the express written communication by the employee to the fire chief stating they are 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, 2024, through April 30, 2027.		
Grievant’s Name (please print):		Date Submitted:
Date Grievd Incident Occurred:	Time Grievd 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 Deputy 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 C - VOLUNTARY DUTY TIME "TRADE" BY PERSONNEL

We, the undersigned, have elected for our own convenience to "trade" the time period shown below on the date indicated.

We understand that such time is not subject to overtime pay by the City of St. Charles, except as may be defined specifically in a certain agreement between the City of St. Charles, Illinois, and the St. Charles Professional Firefighters Association, IAFF Local 3322, and that such time shall be "paid back" within one (1) calendar year of the time of the original "trade." We further understand that if such time has not been "paid back" within the allotted time, then the fire chief may require us to execute such "pay back" before the end of the cycle.

No. _____

Type of Trade

- ☐ Regular
- ☐ Kelly Day
- ☐ OT
- ☐ Emergency
- ☐ PSI

DATE OF TRADE: _____ **HOURS INVOLVED:** _____

PERSON INITIATING TRADE

**SIGNATURE OF REGULARLY
SCHEDULED EMPLOYEE**

PRINTED NAME

BADGE NUMBER

**SIGNATURE OF RELIEF
COVERAGE EMPLOYEE**

PRINTED NAME

BADGE NUMBER

APPROVED BY

DATE

VOLUNTARY DUTY TIME "TRADE" BY PERSONNEL

We, the undersigned, have elected for our own convenience to "trade" the time period shown below on the date indicated.

We understand that such time is not subject to overtime pay by the City of St. Charles, except as may be defined specifically in a certain agreement between the City of St. Charles, Illinois, and the St. Charles Professional Firefighters Association, IAFF Local 3322, and that such time shall be "paid back" within one (1) calendar year of the time of the original "trade." We further understand that if such time has not been "paid back" within the allotted time, then the fire chief may require us to execute such "pay back" before the end of the cycle.

DATE OF TRADE: _____ **HOURS INVOLVED:** _____

PERSON INITIATING TRADE

**SIGNATURE OF REGULARLY
SCHEDULED EMPLOYEE**

PRINTED NAME

BADGE NUMBER

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.

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 (GC/MS) 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 the fire chief, deputy 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 (GC/MS) 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 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 twenty-four (24) hour duty shifts. Employees assigned to a forty (40) hour workweek shall be divided evenly and designated to one of the twenty-four (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 designee shall update and maintain the annual (calendar) random drug testing spreadsheet and make it available to the executive board.

The pool from which each random drawing will be made shall include all employees in the fire department on that shift (including any forty (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) if there is reasonable suspicion that employee drug or alcohol use contributed to the reported injury.

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, or otherwise outlined in this appendix.
- 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 of 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 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 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 employee's 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. All urine samples shall be split samples. The “primary sample” shall be at least thirty (30) ml of urine; the “split sample” shall be at least fifteen (15) ml. 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 employee has provided a sufficient urine specimen. The employee shall consume that amount which is not uncomfortable.
10. Failure of the employee to provide forty-five (45) ml of urine after a three (3) hour period shall cause the collection site person to contact the fire chief or designee. The employee will be transported by the battalion chief or designee to Tyler Medical Services. The employee will be given a three (3) hour opportunity to provide the split sample under direct observation of a same gender collection site person. The employee will be given up to forty (40) ounces of water during this time. Failure of the employee to provide the split sample quantity during this three (3) hour opportunity 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 MRO will provide the employee with a letter to give their physician that outlines the medical evaluation to be conducted. The medical evaluation, conducted by the employee’s personal physician, will be completed, to include results, within five (5) calendar days of the referral. These results will go to the medical review officer (MRO) immediately, who will then make a conclusion verbally, followed by a written statement to the City. While this process is being accomplished, the employee shall not be working.
11. After the urine specimen has been provided and submitted to the collection site person, the employee shall be allowed to wash his/her hands.
12. 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.
13. If the temperature of a urine specimen is outside the range of 32-38°C/90-100°F, 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.
14. 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.

15. 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.
16. 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.
17. 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.
18. The collection site person and the employee shall be present at the same time during procedures outlined in this section.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. The collection site person shall complete the chain-of-custody form (one copy to be maintained in the collection site book).
25. 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.

26. 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
Benzoyllecgonine	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
*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:

1. An employee admission that he or she has used drugs and/or alcohol immediately prior to reporting to work or while working.
2. A breath alcohol level of .04 or greater.
3. Positive urine test at or above levels stated in this appendix.
4. Inability to provide a split sample without medical reasons.

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 a provider identified by the City, comply with and complete any recommended rehabilitation, and authorize the program to keep the City of St. Charles abreast of

the drug-free accomplishments. Evaluation by the City's identified Substance Use Professional will be paid for by the City.

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 decision to issue discipline will be based on the City conducting a complete and thorough investigation, collecting relevant facts and information regarding the positive test result and complying with Section 24.5 – Notification and Review of the collective bargaining agreement. The foregoing limit on suspension is conditioned upon the employee agreeing to:

1. Undergo appropriate treatment as determined through the City's substance abuse professional (SAP). Payment of treatment costs are the responsibility of the employee and/or their applicable health insurance coverage.
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.

Cannabis metabolites can stay in a person's blood for weeks after the psychoactive and motor effects of the drug have completely subsided. In addition, certain topical medications containing cannabis do not cause any psychoactive effects or motor impairment but can still result in a positive test for marijuana. In case of a positive cannabis test, before instituting discipline, the City will investigate, collecting relevant facts and information regarding positive test results. The employee will cooperate with this investigation. During this investigation, the City, at its discretion, may either allow the employee to continue working, or place them on paid leave.

Changes in Testing Procedures: The parties recognize that during the life of the Agreement, there may be improvements in the technology of testing procedures for cannabis, which provide more accurate testing. In that event, the parties may bargain in good faith whether to amend this procedure to include such improvements.

Notwithstanding the above, the Union recognizes that the City holds its Firefighters, as public safety professionals, to the highest standards to ensure public trust. Therefore, nothing in this policy should be interpreted that the City condones, or tolerates the use of cannabis at any time, including on or off-duty.

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 their current assignment, an employee may, at the employer's discretion, be transferred to a position for which they are 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). If such help is offered and accepted, the employee must satisfactorily take part in the

program to continue employment. The City believes that rehabilitation is the preferred solution to any such problem, as it both protects our investment in a trained employee and treats the employee concerned with dignity. Payment beyond the group health benefits provided by the City of St. Charles at the time of treatment is the responsibility of the employee.

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 their 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. The City's Employee Assistance Program.

The City has established this help as part of its commitment to the health, safety, and well-being of its 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 are 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.
3. The City of St. Charles can terminate an employee if he/she does not agree.
4. 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 duty 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. The duty chief will be notified upon completion of the DOL.
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 only be assigned with at least 7 calendar days advanced notice.
Non-Scheduled Overtime	Overtime created by an unforeseen issue that causes the need to hire back additional employee(s) (e.g. an employee calls in sick, injury on the job).
Overtime	A spreadsheet/list 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 time 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 1 of each year. The lists shall reset on January 1 of each year. All personnel are eligible for forceback regardless of their participation on the spreadsheet.
Monthly OT Schedule	A schedule of overtime assignments, compiled by the administration, for the upcoming month based on foreseeable openings as indicated by the time-off calendar.
Forceback	The mandatory and involuntary requirement of an employee covered by the bargaining agreement to fill a vacancy in minimum manning. A forceback is utilized after all attempts have been made to voluntarily fill a vacancy in minimum manning utilizing the procedure listed in this Appendix.

Individuals exempt from forceback are those who have vacation, personal time, Kelly Day, or trade time scheduled the shift immediately prior or immediately after the forceback date. Partial shift hours that do not include the immediate off going or immediate oncoming shift do not exempt an individual from forceback. For example, an individual who is on personal time from 0900-1400 but works the remainder of the shift is not exempt. Another example, an individual who has scheduled a partial day trade from 1500-2200 hours the shift following the forceback date is also not exempt from the forceback. Additionally, no individual already scheduled to work overtime coverage (e.g. special team coverage, or special event coverage) can be forced back to work in place of the previously scheduled coverage.

C. POLICY/PROCEDURE

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

The duty chief shall update the roster calendars using the mutually agreed-upon system (e.g. ESO Solutions) including scheduled vacation, personal, and Kelly Days by the 15th of the previous month. The duty chief shall then compile a list of overtime assignments for the upcoming month based on openings at that time (e.g. March shift calendar and overtime assignment list should be updated and sent to the Union by February 15th). The Union shall utilize the mutually agreed-upon system to process the overtime assignments. The assignments shall be processed in chronological order from the beginning to the end of the month, whenever possible. Scheduled overtime shall be assigned after two attempts have been made to voluntarily fill the overtime assignments. The Union will assign overtime to the employee on the overtime list with the least amount of overtime hours, in ascending order, from least senior. Personnel shall be responsible for checking the overtime assignments. Overtime assignments added subsequent to the initial publication for the following month will be filled utilizing the mutually agreed-upon system as soon as feasibly possible by the Union. No employee will be scheduled to work two (2) days before or two (2) days after their own time off (vacation day, Kelly day, personal day, and trade day) without their agreement.

Recording of Overtime Hours

Hours for working minimum manning shall be credited to employees in the following manner:

- Overtime of less than six (6) hours will not be counted towards recorded overtime scheduling hours

Changes to the initial overtime calendar may also affect the recording system. If an employee elects to give away their overtime assignment, both parties shall be credited appropriate hours. For example: Firefighter A wants to give their scheduled overtime assignment away to Firefighter B, both firefighters would have time recorded for said overtime shift.

The union and administration shall jointly be responsible for crediting all hours. The Union shall have the necessary authorizations within the designated overtime system to ensure accuracy of

all hours credited. The final approved daily staffing roster/electronic calendar shall serve as the documentation for overtime worked. Duty chiefs shall be responsible for maintaining the accuracy of the daily staffing roster

Continuation of Overtime

If a partial overtime shift must be extended, the employees already working or scheduled to work the partial shift shall be offered the balance of the shift. Then, additional employees already working, or scheduled to work, shall be offered the remainder of the shift based on lowest points and highest seniority, prior to being paged to the appropriate rank (e.g. a firefighter slot on the roster is being covered by a firefighter on overtime for minimum manning during a special team training from 0700-1200. If the member does not return, the firefighter on overtime shall be offered the remainder of the shift before being paged to the firefighter overtime list).

Non-Scheduled Overtime

Upon completion of roll call the most senior company officer working that day will complete the daily overtime list (DOL) by confirming the participation of on-duty personnel. The DOL shall normally be completed by 0900. Individuals who elect to be added to the DOL cannot remove themselves once added. Additionally, individuals cannot add their name after the list has been completed.

The daily overtime list will be numbered beginning with the employee with the least number of hours and most seniority. 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. (e.g., DOL 07-23-08 for the daily overtime list created on the morning of the shift of July 22 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.

0700 Overtime

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 scheduled as follows:

- First by utilizing the electronic scheduling procedure if prior to 2000 hours the night before the overtime assignment. In this instance, a one-hour sign-up period shall be utilized due to a condensed timeframe.
- Then, the duty chief shall initiate the transmission of a text message to all employees on the overtime list, within the rank needed, indicating an immediate need for overtime. The first person eligible to take the overtime, who calls the duty chief back, will be awarded the overtime as long as they can report within two hours. If no person within the rank needed responds to a text message for overtime within 10 minutes of the message being issued stating that they are available to work, the duty chief will transmit one text message to all

employees within the rank needed (including those not on the overtime list) stating the immediate need for overtime. In this instance any individual within the rank needed, whether on the overtime list or not, is eligible to take the overtime.

After the above two methods have been exhausted, or by 0645 hours, whichever comes first, the duty chief shall implement the mandatory forceback procedure.

Proceeding Shift Forceback

Employees may be forced back only to cover needed shifts for minimum manning. Forceback notification may occur beginning 24 hours prior to the date for which minimum manning is needed. When minimum manning is required, individuals working the current shift may be notified of the forceback at any point within their shift, with the intent of notification as soon as foreseeable, that they will be forced back to work a full or partial shift the following calendar day. The forceback time does not need to begin at 0700 hours, but does need to fall within the 24 hours following the completion of the employee's own shift. 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 in a calendar year until this reverse seniority list has been exhausted. An employee will not accumulate any overtime hours due to a forceback. All employees may be susceptible to forceback utilizing this method. No employee will be forced back two (2) days prior to or two (2) after his/her own time off (see "Forceback" definition). Forcebacks shall be utilized as a last resort. Once an employee is assigned mandatory forceback, they may elect to continue to seek voluntary coverage to replace them. The employee assigned to work the mandatory forceback shall remain on duty until relieved by the employee who voluntarily accepts the overtime.

Mid-Shift Overtime & Forceback

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 duty chief shall initiate the transmission of a text message to all employees on the overtime list, within the rank needed, indicating an immediate need for overtime. The first person eligible to take the overtime, who calls the duty chief back, will be awarded the overtime as long as they can report within two hours.

If no person with the rank needed responds to a text message for overtime within 10 minutes of the text message being issued stating that they are available to work, the duty chief will transmit a text message to members of the opposite rank (firefighters for officers or officers for firefighters) indicating the need for overtime. If no person within the opposite rank responds to a text message for overtime within 10 minutes of the text message being issued stating that they are available to work, the duty chief will transmit one text message to all officers and firefighters (including those not on the overtime list) stating the immediate need for overtime. In this instance any individual, whether on the overtime list or not, is eligible to take the overtime.

If after all of the above methods are exhausted and no officer or firefighter responds, the duty

chief shall contact a designated member of the union to confirm which individuals are ineligible for forceback. The duty chief will initiate the process of filling the overtime by calling personnel in reverse seniority accordance with the Overtime Spreadsheet to initiate a mandatory force back.

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

All text messages shall be sent through the appropriate fire department call-out (paging) group, per SOG, for firefighter overtime or officer overtime. The text message should indicate the rank needed, the assumed hours of the overtime, the contact person, including phone number to call back. The message should be kept as short as possible to facilitate easy reading by the recipients (e.g., immediate four (4) hour firefighter OT available at St. 2. Contact B/C at (630)762-6995).

Once the overtime has been filled, the duty chief shall send out a text message indicating the same.

Changes to this appendix can be made through mutual agreement of both parties.

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. 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 may 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 forty (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 forty (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 (1) hour with one-quarter ($\frac{1}{4}$) hour increments thereafter. Employees are expected to be working what is reasonable before or after their medical appointment.

C. 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 via a telephone call, texting is not permissible, 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).

D. 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. If none of the on-duty officers are available, a chief officer shall be contacted via telephone to report the absence due to illness or injury. A voicemail message is to be left with the chief officer if no other contacts can be made. 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 twenty-four (24) hour shift.

B. 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. Prior to October 15th, Battalion chiefs are responsible for the notification of the selected date in which their respective shift will meet to complete the vacation selection. Each shift shall select a day between October 15th and November 30th. The meeting day shall be mutually agreed upon by bargaining unit members assigned to the affected shift. Vacation selection dates will be no earlier than October 15th and must be complete by November 30th of each year.

The vacation selection will be completed in three separate rounds, by seniority in rank. The first round of 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 the first round of their sign-up; the calendar will then proceed to the most senior firefighter on the shift. The calendar for the first round shall then proceed through the firefighters on the shift by seniority.

During the Vacation Selection procedure, employees will be allowed a reasonable amount of time to make their selections each round. Employees not available to attend the vacation selection date shall be notified via the telephone number listed on the vacation selection contact form by their Battalion Chief or Shift Rep in order to facilitate their selection of dates each round. Employees not in attendance shall be afforded five minutes to begin their selection process or risk their position on the list. Employees calling back after the five minutes will be eligible for selections in the next available slot.

Bargaining unit members present for vacation selection shall be compensated up to three (3) hours maximum compensation (one hour per round) in accordance with Article 11 of this agreement. Members assigned to shift during the vacation selection process shall be released from duty to attend and participate, coverage will be provided if necessary.

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 and two (2) vacation/personal day slots, two (2) Kelly days and 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. All unassigned Kelly day slots (OPEN Kelly Day) on each shift may be utilized as a vacation time slot, personal day slot, or for a Kelly Day trade once the calendar is completed and approved by the fire chief. If time off slot utilization goes above ninety-two percent (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 as described below.

First (Priority) Round

The first round will include only priority vacation selections. The priority round will be done with all bargaining unit members selecting up to four (4) vacation shifts. All vacation picks must be taken in twenty-four (24) 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 their 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 within 15 days from completion of the third round of vacation selection. 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 forty-eight (48) hours' notice.

C. EXCEPTIONS

None

D. REFERENCES

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

APPENDIX H – CERTIFICATION CREDIT

<u>OSFM Certifications</u>	<u>Points</u>
Basic Operations Firefighter/*Firefighter II	0
Advanced Technician Firefighter/*Firefighter III	0
*Hazardous Materials First Responder-Awareness	0.5
Hazardous Materials First Responder-Operations	2.5
*Hazardous Materials Technician A	2.5
*Hazardous Materials Technician B	2.5
Hazardous Materials Technician	5.0
*Hazardous Materials Incident Command	1
Fire Service Vehicle Operator/*Fire Service Vehicle Provisional	0.5
Fire Apparatus Engineer	2.5
Fire Service Instructor I	2.5
Fire Service Instructor II	2.5
Fire Service Instructor III	2.5
Training Program Manager	2.5
*Fire Officer I/Company Fire Officer	0
*Fire Officer II/Advanced Fire Officer (Applies to Lieutenant promotional process only)	7.5
*Fire Officer III	6
Chief Fire Officer/Chief Fire Officer Provisional	12
Fire Department Incident Safety Officer	2.5
Fire Department Health & Safety Officer	2.5
Fire Department Safety Officer	0
*Rescue Specialist-Confined Space Trench Awareness	0.5
*Technical Rescue Awareness	0.5
*Rescue Specialist-Confined Space	2.5
Confined Space- Operations	2.5
Confined Space- Technician	2
Trench Operations	2
Trench Technician	2.5
Structural Collapse Operations	2.5
Structural Collapse Technician	2.5
*Rescue Specialist - Roadway Extrication	2.5
Vehicle & Machinery Operations	2.5
Vehicle & Machinery Technician	2.5
*Rescue Specialist-Vertical I Ropes and Rigging/Rope Operations	2.5
*Rescue Specialist-Vertical II Ropes and Rigging	2.5
Rope Technician (RFA/NIPSTA 40-hr Course)	2.5
Rope Technician (IFSI 80-hr Course) *Cannot combine w/Vertical II	5

*Juvenile Firesetter Intervention Specialist/Youth Firesetter Intervention Specialist	1
Fire Investigator	7.5
*Fire Prevention Officer	7.5
Arson Investigator	12.5
Fire Inspector I	2.5
Fire Inspector II	2.5
Public Fire and Life Safety Educator 1	2.5
Basic Fire Prevention Officer	0
Advanced Fire Prevention Officer	0
Water Operations	2
*Swift Water Technician	1.5
*Ice Technician	0.5
Watercraft Technician	0.5
*Dive Technician	2.0
*Ice Dive Technician	1.0
Airport Firefighter	2.5

IFSI = Illinois Fire Service Institute

NIPSTA = Northeastern Illinois Public Safety Training Academy

RFA = Romeoville Fire Academy

*OSFM certification no longer available

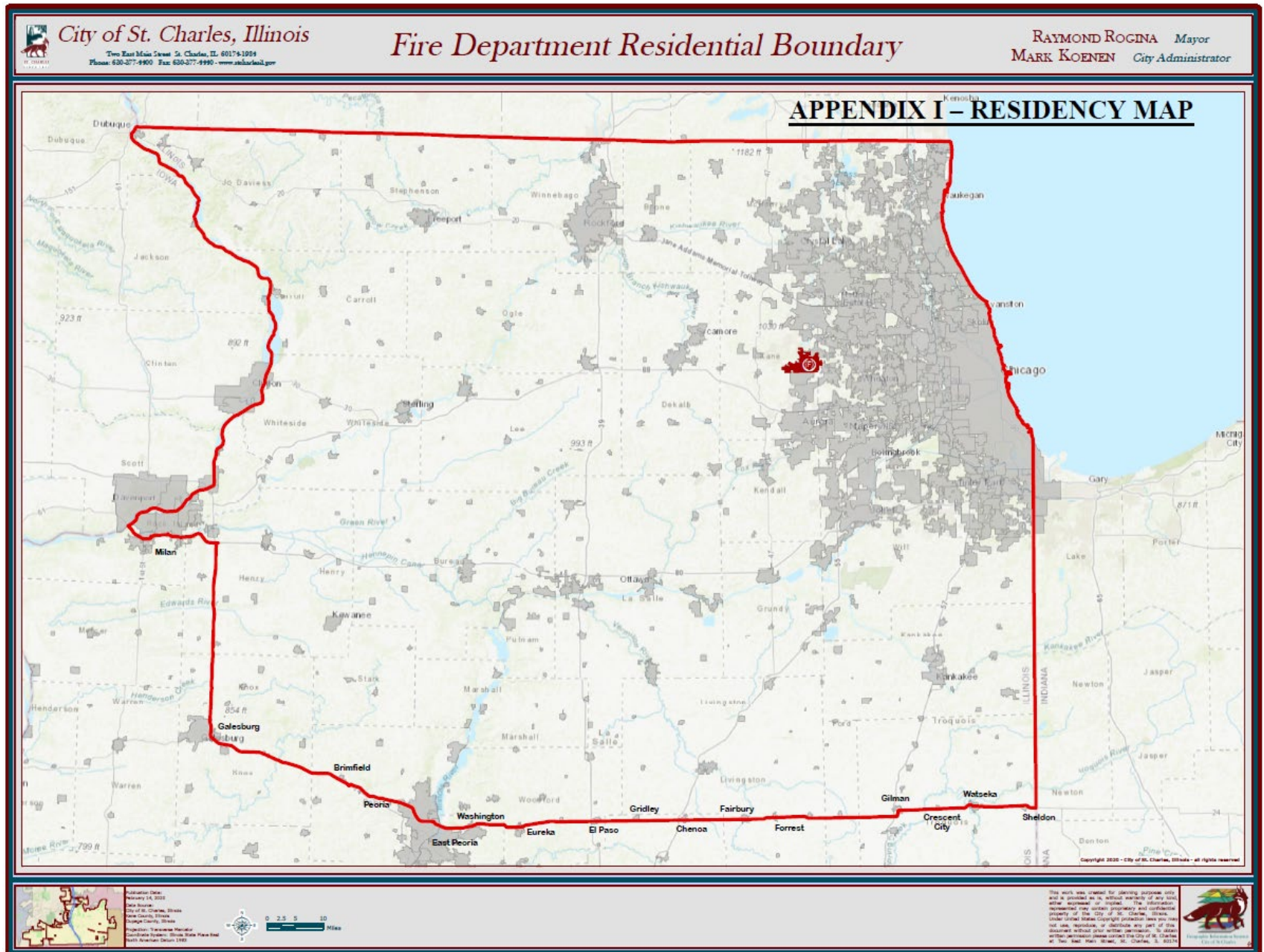
Public Safety Diver Equivalencies **Cannot be combined with OSFM Certification. Cannot combine equivalencies for the same level of certification.*

Ice Technician (OSFM)	0.5
RFA - Surface Ice Rescue Technician	
ERDi - ERD Surface Ice Rescue Technician	
Swift Water Technician (OSFM)	1.5
DRI - Current/Swiftwater Rescue	
ERDi - ERD Swift Water 1 Technician	
LS - Phase 1 Swiftwater Rescue	
PADI - Swift Water Rescue	
RFA - Swiftwater Rescue Technician	
Dive Technician (OSFM)	2.0
ERDi - ERD 1 Operations or ERD 1 Diver Technician	
PADI - Rescue Diver or Dive Rescue I or Public Safety Diver	
DRI - Dive Rescue 1	
Ice Dive Technician (OSFM)	1.0
ERDi - ERD Ice Diver OPS or ERD Ice Diver OPS Technician	

DRI - Ice Diving Operations Training
PADI - Ice Diver
SDI - Ice Diver

Advanced Open Water 1.0
PADI - Advanced Open Water
PADI - Advanced Adventure Diver

DRI - Dive Rescue International
ERDi - Emergency Response Diving International
LS - Lifeguard Systems
PADI - Professional Association of Diving Instructors
RFA - Romeoville Fire Academy
SDI - SCUBA Diving International



SIDE LETTER

This is a Side Letter to the 2024-2027 Collective Bargaining Agreement concerning firefighter/paramedics who are in step progression upon execution of this agreement between the City of St. Charles ("City") and the St. Charles Professional Firefighter's Association I.A.F.F. Local 3322 ("Union"). The City and the Union hereby agree as follows:

1. Effective May 1, 2024, the City and Union agree to implement a new wage table composed of five steps starting at 70% of top pay and progressing to 76%, 82%, 88%, and 94% of top pay, culminating at 100% of top pay at five years of service.
2. The City recognizes that the change in the wage table impacts existing firefighter/paramedics currently in step progression. To ensure consistency in administration of the wage table under which they were hired, and to reduce confusion, those currently in progression will follow the step progression within the wage table in effect when they were hired, with the exception that any employee who is currently at the "Start" step of 65% will be advanced one step to the new starting pay rate of 70% of top pay, effective May 1, 2024.
3. Applicable bargaining unit members will progress to the appropriate pay rate on the applicable dates based on their date of hire and their included step progression until they reach 100% of top firefighter/paramedic pay as articulated on Attachment A.
4. The remaining provisions of the Collective Bargaining Agreement between the City and the Union shall remain in effect.
5. The representatives of the parties signing below warrant to each other that they have been duly authorized to enter into this Side Letter, with the understanding that this Side Letter will be binding upon the City and the Union.

AGREED:

City of St. Charles

St. Charles Professional Firefighter's
Association I.A.F.F. Local 3322


Date: _____


Date: _____

Attachment A

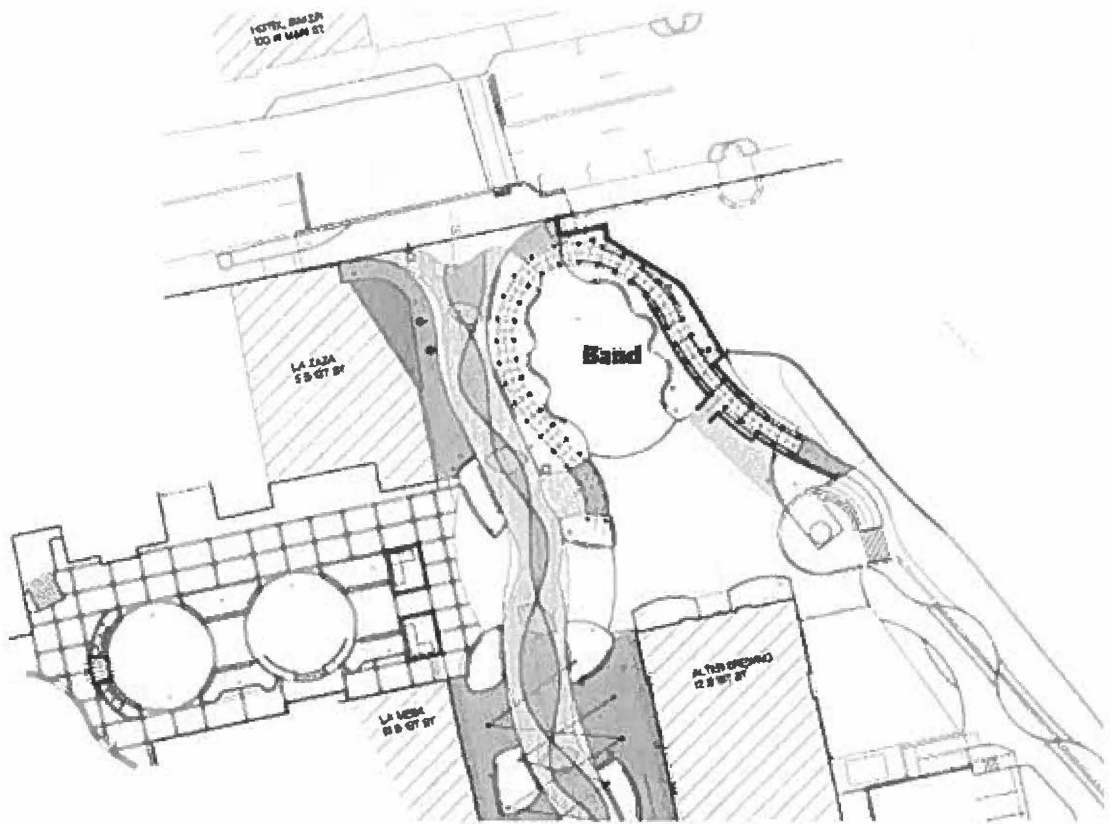
	DOH	FY 23/24 2.50%	FY 24/25 3.50%		FY 24/25 Range Adj. 0.50%		FY 25/26 3.50%			FY 26/27 3.50%		FY 27/28		FY 28/29	
Kevin Kasperek	3/16/2020	<u>4/30/2024</u> 95%	<u>5/1/2024</u> 95%		<u>11/1/2024</u> 95%	<u>3/16/2025</u> 100%	<u>5/1/2025</u> 100%			<u>5/1/2026</u> 100%					
Austin Wolf	4/19/2021	<u>4/30/2024</u> 90%	<u>5/1/2024</u> 90%		<u>11/1/2024</u> 90%	<u>4/19/2025</u> 95%	<u>5/1/2025</u> 95%	<u>4/19/2026</u> 100%		<u>5/1/2026</u> 100%					
Jacob Johns	7/12/2021	<u>4/30/2024</u> 85%	<u>5/1/2024</u> 85%	<u>7/12/2024</u> 90%	<u>11/1/2024</u> 90%		<u>5/1/2025</u> 90%	<u>7/12/2025</u> 95%		<u>5/1/2026</u> 95%	<u>7/12/2026</u> 100%				
Chris Overland	6/6/2022	<u>4/30/2024</u> 80%	<u>5/1/2024</u> 80%	<u>6/6/2024</u> 85%	<u>11/1/2024</u> 85%		<u>5/1/2025</u> 85%	<u>6/6/2025</u> 90%		<u>5/1/2026</u> 90%	<u>6/6/2026</u> 95%	<u>5/1/2027</u> 95%	<u>6/6/2027</u> 100%		
Daniel Kray	11/7/2022	<u>4/30/2024</u> 75%	<u>5/1/2024</u> 75%	<u>5/7/2024</u> 80%	<u>11/1/2024</u> 80%	<u>11/7/2024</u> 85%	<u>5/1/2025</u> 85%	<u>11/7/2025</u> 90%		<u>5/1/2026</u> 90%	<u>11/7/2026</u> 95%	<u>5/1/2027</u> 95%	<u>11/7/2027</u> 100%		
Derek Mortensen	11/7/2022	<u>4/30/2024</u> 75%	<u>5/1/2024</u> 75%	<u>5/7/2024</u> 80%	<u>11/1/2024</u> 80%	<u>11/7/2024</u> 85%	<u>5/1/2025</u> 85%	<u>11/7/2025</u> 90%		<u>5/1/2026</u> 90%	<u>11/7/2026</u> 95%	<u>5/1/2027</u> 95%	<u>11/7/2027</u> 100%		
Michael Compton	8/7/2023	<u>4/30/2024</u> 65%	<u>5/1/2024</u> 70%	<u>8/7/2024</u> 75%	<u>11/1/2024</u> 75%	<u>2/7/2025</u> 80%	<u>5/1/2025</u> 80%	<u>8/7/2025</u> 85%		<u>5/1/2026</u> 85%	<u>8/7/2026</u> 90%	<u>5/1/2027</u> 90%	<u>8/7/2027</u> 95%	<u>5/1/2028</u> 95%	<u>8/7/2028</u> 100%
Ryan Thomas	9/18/2023	<u>4/30/2024</u> 65%	<u>5/1/2024</u> 70%	<u>9/18/2024</u> 75%	<u>11/1/2024</u> 75%	<u>3/18/2025</u> 80%	<u>5/1/2025</u> 80%	<u>9/18/2025</u> 85%		<u>5/1/2026</u> 85%	<u>9/18/2026</u> 90%	<u>5/1/2027</u> 90%	<u>9/18/2027</u> 95%	<u>5/1/2028</u> 95%	<u>9/18/2028</u> 100%
Nicholas Chmelik	1/8/2024	<u>4/30/2024</u> 65%	<u>5/1/2024</u> 70%		<u>11/1/2024</u> 70%	<u>1/8/2025</u> 75%	<u>5/1/2025</u> 75%	<u>7/8/2025</u> 80%	<u>1/8/2026</u> 85%	<u>5/1/2026</u> 85%	<u>1/8/2027</u> 90%	<u>5/1/2027</u> 90%	<u>1/8/2028</u> 95%	<u>5/1/2028</u> 95%	<u>1/8/2029</u> 100%

% of Top Pay	Tenure	FY 23/24 Current	FY 24-25	FY 24-25 Mid	FY 25-26	FY 26-27
		250.00%	3.50%	0.50%	3.50%	3.50%
70%	Start	\$ 78,146	\$ 80,881	\$ 81,285	\$ 84,130	\$ 87,075
75%	1 Year	\$ 83,728	\$ 86,658	\$ 87,091	\$ 90,139	\$ 93,294
80%	18 Mos.	\$ 89,310	\$ 92,436	\$ 92,898	\$ 96,149	\$ 99,514
85%	2 Years	\$ 94,892	\$ 98,213	\$ 98,704	\$ 102,159	\$ 105,735
90%	3 Years	\$ 100,474	\$ 103,991	\$ 104,511	\$ 108,169	\$ 111,955
95%	4 Years	\$ 106,055	\$ 109,767	\$ 110,316	\$ 114,177	\$ 118,173
100%	5 Years	\$ 111,637	\$ 115,544	\$ 116,122	\$ 120,186	\$ 124,393

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: *IIIA1
	Title:	Motion to Approve City Parking Lot “T” Closure and Amplification for the 2024 Plein Air Art Sale	
	Presenter:	Police Chief Keegan	
Meeting: City Council		Date: June 17, 2024	
Proposed Cost:		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: Choose an item.			
<p>Executive Summary (if not budgeted, please explain):</p> <p>The St. Charles Arts Council is requesting the closure of City Parking Lot T, the R.T.C. Parking Lot across the street from the Baker Memorial Center, for the inaugural Plein Air Art Sale taking place Sunday, August 25th, 2024. This event is the culmination of the week-long Plein Air Art Sale event taking place all throughout St. Charles for the week of August 19 – August 25, 2024.</p> <p>The parking lot will be closed for the duration of the event, including set-up and take down. Several food trucks, a band, and tables and chairs will be set-up in the lot for this event. To accommodate handicapped parking, several Walnut Street parking spaces will be marked handicapped-only during this event.</p> <p>The applicant has requested temporary electric service and will be responsible for the actual time and material costs expended by the Electric Utility, as well as the electric energy consumption, for the requested temporary service.</p> <p>The event volunteers will put in place and remove all barricades from the street once the event is complete.</p> <p>In addition, approval of amplification is needed for the event.</p>			
Attachments (please list):			
<p>Recommendation/Suggested Action (briefly explain):</p> <p>Motion to approve City Parking Lot “T” closure and amplification for the 2024 Plein Air Art Sale.</p>			

 CITY OF ST. CHARLES ILLINOIS • 1834	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: *IIIA2
	Title:	Motion to Approve Amplification and Use of a Portion of First Street Plaza for the 2024 Jazz Weekend	
	Presenter:	Police Chief Keegan	
Meeting: City Council		Date: June 17, 2024	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: Choose an item.			
Executive Summary (if not budgeted, please explain): The St. Charles Business Alliance is requesting partial use of the 1 st Street Plaza during Jazz Weekend, which is taking place September 12-15, 2024. Two live-music performance are scheduled to take place on the Plaza and various jazz bands are scheduled to play on Saturday and Sunday during daytime hours throughout town. The applicant is working with the Electric Department to ensure adequate electric will be available, if needed.			
Attachments (please list): Diagram			
Recommendation/Suggested Action (briefly explain): Motion to approve amplification and use of a portion of First Street Plaza for the 2024 Jazz Weekend.			

2024 St. Charles Jazz Weekend



1st Street Plaza:

*Exact location TBD

- Live Music
 - **Saturday, September 14th**
 - East and North High Jazz Bands
 - 12:00PM – 4:00PM
 - **Sunday, September 15th**
 - Diego Rodriguez Big Band
 - 12:00PM – 2:00PM
- We will need standard electric hookup to be turned on for small amp(s)

MINUTES
THE CITY OF ST. CHARLES
GOVERNMENT OPERATIONS COMMITTEE
ALD. STEVE WEBER, CHAIR
MONDAY, JUNE 3, 2024
IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – 2 EAST MAIN STREET

1. Call to Order

The meeting was called to order by Chair Weber at 7:25 pm.

2. Roll Call

Present: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner. **Absent:** none.

3. Administrative - None

4. 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.

5. Police Department

- a. Recommendation for Approval of City Parking Lot “T” Closure and Amplification for the 2024 Plein Air Art Sale.

Chief Keegan explained the St. Charles Arts Council is requesting the closure of City Parking Lot T for the inaugural Plein Air Art sale event that is taking place at the Baker Community Center on Sunday, August 25, 2024. The lot will be closed from 11:00 am – 3:00 pm and will be utilized for food trucks, a band, and vendors to sell their artwork.

Motion by Ald. Pietryla, second by Ald. Foulkes to approve Parking Lot “T” Closure and Amplification for the 2024 Plein Air Art Sale.

Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner. Nays: None. Absent: None. Ald. Weber did not vote as Chair. **Motion Carried.**

- b. Recommendation for Approval for Amplification and Use of a Portion of First Street Plaza for the 2024 Jazz Weekend.

Chief Keegan explained that the St. Charles Business Alliance is requesting a portion of the First Street Plaza to be utilized for Jazz Weekend that is being held September 12-15, 2024.

Motion by Ald. Bongard, second by Ald. Muenz to approve Amplification and Use of a Portion of First Street Plaza for the 2024 Jazz Weekend.

Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner. Nays: None. Absent: None. Ald. Weber did not vote as Chair. **Motion Carried.**

6. **Public Comment** - None

7. **Additional Items from Mayor, Council or Staff** - None

8. **Executive Session**

Motion by Ald. Gehm, second by Ald. Wirball to enter into executive session at 7:28 pm for discussion of Personnel –5 ILCS 120/2(c)(1) and Collective Bargaining – 5 ILCS 120/2(c)(2).

Voice Vote: Ayes: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner. Nays: None. Absent: None. Ald. Weber did not vote as Chair. **Motion Carried.**

The regular session was reconvened at 7:36 pm.

9. **Adjournment**

Motion by Ald. Bongard, second by Ald. Lencioni to adjourn the meeting at 7:36 pm.

Voice Vote: Ayes: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner. Nays: None. Absent: None. Ald. Weber did not vote as Chair. **Motion Carried.**

:ts

**MINUTES
CITY OF ST. CHARLES, IL
GOVERNMENT SERVICES COMMITTEE MEETING
CHAIRPERSON RYAN BONGARD
MONDAY, APRIL 22, 2024**

1. CALL TO ORDER AT 7:00 p.m.

2. ROLL CALL

Present: Weber, Silkaitis, Bongard, Muenz, Lencioni, Gehm, Pietryla, Wirball, Bessner

Absent: Foulkes

3. ADMINISTRATIVE

4. 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.

Motion by Ald. Bessner, second by Ald. Wirball to approve Omnibus items.

Roll Call Vote: Ayes: Aldr. Weber; Aldr. Silkaitis; Aldr. Muenz; Aldr. Lencioni; Aldr. Gehm; Aldr. Pietryla; Aldr. Wirball; Aldr. Bessner **Nays:** None. Chairperson Bongard did not vote as chair. **Motion Carried.**

5. PUBLIC WORKS DEPARTMENT

A. Illinois Municipal Electric Agency (IMEA) Power Sales Contract.

Presentation by Peter Suhr.

Aldr. Weber stated the current solar is a half-mega watt and asked what the new solar that is being added will be? Mr. Suhr stated there are 10, five-megawatts in each community, and he is not sure what the distribution is being three communities, but 10 more of what currently have in St. Charles is going on line next year.

Aldr. Bessner asked if we have different timelines than other cities? Mr. Suhr stated no, the ten communities who signed on were ready to move forward with their contract today, St. Charles is not.

Aldr. Bessner asked if renewable resources have anything to do with the 10 to 20 year contract pricing? Mr. Suhr stated yes, each one of those renewable deals will have its own contract and they will come on line at different times as well.

Aldr. Wirball asked when Council will be able to look at the contract? Mr. Suhr stated in June. Aldr. Wirball mentioned about the sustainability plan not being in the contract because of new technologies; if we are going to be net-zero by 2050, why can't we put a percentage in the contract without the specifics so it allows the flexibility? Is that a possibility to do that, or do you have to inquire? Mr. Suhr stated that at this time, any change to the contract would be difficult, especially because 10 communities have signed the contract, but that doesn't mean he can't ask. Aldr. Wirball stated with CEJA, we have to comply anyway, so why not put it in the contract? Mr. Suhr stated it works both ways, it's just a goal, so it doesn't mean anything contractually – what if we wanted to go higher than what was in the contract? Would that be going against the contract then? That's what makes it difficult.

Aldr. Wirball stated he went to the IMEA website and was reading about the new contract and read about a member directed resources; what does that mean? Mr. Suhr stated this is a new concept; the contract that we have proposed from 2035 to 2055 is almost identical to the contract we've had for 20 years. But one new thing is Member Directed Resources. At its core, that allows for any one of the municipalities to go faster than IMEA wants to go in regards to renewable energy - 10% of our total resources, we can decide for ourselves. IMEA would negotiate all the contracts and prepare all the legal documents for that. The only requirement is we pay it forward in full. Aldr. Wirball asked how that would take place? Would Council vote on it? Mr. Suhr stated if you felt like us a community wanted to move faster, I would need a few months to prepare and would come back to you with a plan to move forward.

Aldr. Wirball asked about Value Added Services already built in; how does that apply to St. Charles? Is there a connection to our solar farm? Mr. Hopkins stated we don't produce solar; the solar in St. Charles is owned by a private company and is connected through our electric, back to IMEA's grid.

Aldr. Wirball asked who will pay for things that are going to be done in Southern Illinois or Kentucky? Would you come back to Council or would IMEA present it to Council? Mr. Suhr stated he would relate that to our water plant expansion that he needs to do six years from now; do we know how Finance Director Hannah is going to pay for that now? No, we don't. But the way City Council functions at budget time is the same way as the IMEA Board of Directors; we make decisions on projects and vote on it. Aldr. Wirball asked

about projects that are an enormous undertaking – will that come back to Council? Mr. Suhr stated that right now, as the Board Member for IMEA, I would be in front of you before having a vote at IMEA. That comes back to the local control; we as a Public Works Department, as the Board Member for IMEA, I can be in front of you every six months to give you an update.

Mr. Suhr read the definition of carbon capture is the process of capturing carbon dioxide formed during power generation and industrial processes and storing it so it is not emitted into the atmosphere. This is IMEA's position on that – IMEA supports technology innovations which are necessary to shape the energy system of the future for decarbonization. That's all it was, supporting University of Illinois, who received a grant to do that work; it didn't cost IMEA a cent to do that work. That study was completed in 2022 and coupled with Federal Regulations. A 3rd party developer could pursue a future carbon capture project. However, IMEA does not desire to pursue that on our own. It would be Prairie State Coal contracting with a 3rd party to do carbon capture at their goal plant. IMEA, as a 15% owner in that company would keep an eye on that, and if there would be any costs that come back to us, that would be a decision we would talk about.

Aldr. Pietryla asked if there are there plans to get to 100% carbon capture before Trumbull and Prairie State retire? Mr. Suhr stated if there are things they can continue to do to improve their plant, I assume they would. Aldr. Pietryla asked about expansion of Energy Efficiency Programs and how great of a possibility that would be for rebates, etc.? Mr. Suhr stated it is very possible and a lot of programs are already in place for rebates. Aldr. Pietryla asked about the Member Directed Resource; recently the state passed a law for "micro nukes", is that something IMEA has discussed? Mr. Suhr stated that is a perfect example of technology that is not ready today, but may be ready in the future and would be difficult to put in writing. However, IMEA will look at anything is affordable, reliable and sustainable. That will certainly be one we are watching if those come on board.

Aldr. Gehm asked if the municipality can ask residents to throttle back their use during high demand? Mr. Suhr stated yes, that's exactly it, but it's more difficult on the residential side. Right now, we have it on the commercial side and we have talked with large industrial customers who have interest in doing it. That's communication where IMEA, who monitors the system 365 days a year calls the plant manager of a business in St. Charles and ask them to reduce power and if they are able to do it, they can and there is a benefit for that business. On the residential side, it would be difficult to have a call center, but that's where smart meters come in to play. IMEA is close to receiving a federal and state grant to pay for those infrastructure project.

Aldr. Gehm asked how many mega watts do we purchase on an annual basis; Paul Hopkins stated 130 mega watts annually. Aldr. Gehm stated down the road, how do we manage the renewables? Mr. Suhr stated he is glad that we have IMEA in our corner in this regard to figure those contracts out. Aldr. Gehm thanked Mr. Suhr for all his hard work.

Aldr. Lencioni thanked Mr. Suhr for a great presentation and said he appreciated all the information. He realizes there is more to come, so he's not going to jump ahead.

Aldr. Muenz stated she doesn't understand what utility scale solar and meter solar projects are and asked Mr. Suhr to help understand? Mr. Suhr stated Utility scale solar is not a residential solar, it's a larger scale solar plant or facility and meant for utility sized applications and a meter solar project would be residential. Aldr. Muenz doesn't understand how IMEA is adding those if they are done by private residents? Mr. Suhr stated those are not going to be done by private residents; they are imbedded in our member communities on City of St. Charles property and they are owned by a third party contractor or supplier and IMEA contracts that for a 20 or 30 year period of time. The 5 mega-watts behind the meter solar projects are going to be very similar to the solar operation that we have here in St. Charles.

Aldr. Muenz asked about experiences from businesses or developers when they are trying to manage their way through building a new property? Is the experience the same as if they were outside IMEA? Mr. Suhr stated that is why he wanted to talk about the St. Charles Electric Utility which is the infrastructure in St. Charles that we manage. When a builder is creating infrastructure for a building, that is all the responsibility of the Utility. What we are talking about here is actually where the power comes from, so it's nothing that customer is concerned with. Aldr. Muenz asked if they would have the same experience in St. Charles as they would in another municipality without IMEA? Mr. Suhr stated it is a different experience; they have a face and a name with those they are working with. In the ComEd world, that doesn't happen; it's not one and one and helpful like it is with the City of St. Charles.

Aldr. Muenz asked about home solar installation and a couple residents mentioned that they don't receive any benefit from the utility back from solar where they would if they were on a different grid than IMEA. Mr. Hopkins stated the City has had credit for solar since 2015. Historically, until the CEJA Act passed, the City always figured we would credit back what the previous years' average cost of electricity; that's how we credited back. Then the CEJA Act changed that, and they have a very prescriptive rule that you have to make the calculations on. The first year that CEJA went into effect was 2022 for us and our previous year average cost was about 8.2 cents and the CEJA was \$.6

cents. We scripted our law that anyone who had a solar installation before CEJA took effect for us, would either get 10 years-worth of the way we calculated, or the CEJA amount – whichever is higher on an annual basis. Last year, 2023, the amount was 8.3 cents, it was slightly more than what our annual previous was, so everyone got the CEJA rate. This year, the CEJA rate is 4.16 cents for St. Charles, so the people who were in before the CEJA Act will get our years average was which is 7.932. That's how we set our code to be fair to the people who were already in, but otherwise we have to follow the CEJA Act and next year it will be different.

Mr. Suhr added that is a local decision; that has nothing to do with IMEA. They are the professionals to do the calculations and provide us research, but at the end of the day, St. Charles can make that decision for St. Charles.

Aldr. Muenz stated Mr. Suhr mentioned a \$750,000 grant and asked if that was for all 32 members or per municipality? Mr. Suhr stated it is for all 32 municipalities, so we can tap into that and quite frankly, if those dollars were spent, IMEA would consider increasing that.

Aldr. Muenz asked with the Member Directed Resources, if we wanted to include that in our renewal, that we wanted to accelerate our usage of renewable energy, is that something we can decide to do during our renewal process? Mr. Suhr stated that is already in the new contract; in all fairness, IMEA won't activate it until next year when all contracts are signed, but very soon that will be available to us. Aldr. Muenz asked if that will work that Council as a body, direct Mr. Suhr to pursue those additional renewables up to that 10%? Mr. Suhr said yes, that is correct.

Aldr. Silkaitis thanked Mr. Suhr for the presentation, it was very informative. He stated that most of his questions have been asked already, but he does think this is going to mostly affect manufacturing companies. But we also have an opportunity to discuss what other options we have and he is very interested in that. Aldr. Silkaitis asked if we opted out of the contract; would we get reimbursed? Mr. Suhr stated we are in our existing contract until it expires in 2035 and when that one expires, if we take no action, then we wouldn't opt in to the new contract and so I think the question you have is if that happened, in 2035 and we are no longer an IMEA member, would there be a reimbursement back to us for anything? I think the answer to that is no.

Aldr. Silkaitis stated he understands there are dates set in Springfield, but he isn't sure the Lobby isn't going to push that out farther.

Aldr. Bongard stated IMEA wants to get a jump start on this, but is there a tangible benefit for the 32 Members to do this early? Mr. Suhr said yes and no;

there are a couple things that will happen after 2035 if we continue to be a member. The bond on the Prairie State Facility will be paid off; there have been figures out there saying our rates will drop 25% but I don't take too much stock in that, but there will be some percentage of reduction in all 32 communities municipal rates because of that huge debt service that comes off; between 5 – 25% is safe to say. Mr. Suhr stated there are also going to be contracts we currently have with Prairie State and coal plants that go beyond 2035. Those are locked in and are long term contracts; Mr. Suhr stated he doesn't and I don't think we are going to find more affordable and reliable rates that go beyond 2035 by just being a member today. We are also going to be making smart decisions in the next 10 years that will be afforded those communities after 2035 those benefits of the smart decisions in the next 10 years. I know that didn't answer your question specifically, but again, I think the path forward financially with IMEA is as secure, if not more than any other option that I know of.

Aldr. Bongard asked if there is any way to encourage a body like this to provide an incentive for entering this agreement early. Mr. Suhr stated it is the long term contract; that has been the key to IMEA's success over the years and that is long term contracts that are affordable. That is the heart of it; replacing our generation sources with contracts that are coming up in the next 10 years and also preparing for that reduction in goal to more renewable energy with long term contracts. If IMEA didn't know they were going to have members after 2035, the best they can do is shop contracts at less than 10 years. That's it; that's the incentive.

Aldr. Wirball asked where Naperville is with their consulting project? Mr. Suhr stated they are running slower than anticipated. This month they are just getting a consultant on board and it will probably be a good three months before they have data they will publish. Aldr. Wirball asked if we can look at their study when they are done and Mr. Suhr stated yes, absolutely and from what he understands of their study, it will apply to us as well because we are very similar to Naperville even though they are 3 times the size of us.

B. Recommendation to Approve a Resolution Authorizing a 42-Month Service Agreement with OpenGov, Inc. for Public Works Work Order/Asset Management Software.

Presented by Chris Adesso.

Aldr. Silkaitis asked if Council will be approving more in three months? Mr. Adesso stated the initial PO to the vendor will be for \$144,523.33 which includes \$74,000 in annual fees and the one time fee which is the professional

services fee which is for them to help us with implementation. The annual subscription is approximately \$200,000 per year.

Aldr. Lencioni asked what this is doing for us and how this is helping us be more efficient. Mr. Adesso stated that Public Works' field questions from folks all the time like how many watermain breaks we had or leaf pick up calls, or trash collection calls. In order to answer those questions, we have to review all Call Log requests, review all staff emails and also the City's Rock Solid interface on the website. This will allow us to eliminate all the manual processes and automate those and track all of that work assigned, the costs associated with the work assigned and it will also track all the calls for service requests regardless of what it is. Aldr. Lencioni asked if this is replacing systems, decreasing manhours or is this purely augmentation and better aiming of services? Mr. Adesso stated all of the above. Aldr. Lencioni asked if we have cost savings in a business case? Mr. Adesso stated he does not have that, but it is expected to have an increase in productivity and a decrease in staff time and also a decrease in the time it takes to formulate our crews and plan our work which is a complete manual process. This process will automate that.

Aldr. Lencioni stated he likes that we are investing money and it will allow us to do more and he is also looking for spots where we are looking to make cuts, but he is happy that it's going to make us more effective.

Aldr. Bongard asked if there a predictive or forecasting component to this tool? Mr. Adesso stated yes, as data is compiled over time, this software will allow us to provide more detailed budget, more detailed information on how long it will take us to do tasks, all the cost data, all the time data is included in that and will anticipate what the labor and material costs will be in the future.

Aldr. Wirball stated he is fine with doing this, but asked for an update after the start of the new year, just to see how well the software is working out and the data collection. Mr. Adesso stated that yes, absolutely we will do that.

Aldr. Weber stated he is definitely in support of this and it's great and he is excited that Mr. Adesso is excited about it.

Aldr. Pietryla stated he is on board as well and asked when the implementation will be done? Mr. Adesso stated it is a large implementation for all five Public Works Divisions which has been broken into two phases, and currently we have broken out the Electric component to a future third phase. Mr. Adesso stated Public Works is planning on a two fiscal year implementation start with Public Services, Inventory, Streets and Engineering, then Phase two is Wastewater, Water and the Lab.

Aldr. Gehm asked about the May 1 payment and the December payment; both are in this fiscal year, has it been budgeted? Mr. Adesso stated yes, it is.

Aldr. Lencioni stated he would like a commitment that Public Works will use this to deliver a cost savings in the future; if you do that, it's an A+ for him. Mr. Adesso stated he will do his best to meet that commitment.

Aldr. Muenz asked if this will replace City Sourced? Mr. Adesso stated it will not replace City Sourced, but it will absorb the information from City Sourced so we don't have to manually process it. Aldr. Muenz asked if there will be an interface that works with it? Mr. Adesso stated that is not something worked on by Public Works, but he does know that OpenGov provides an outfacing CIS that is not part of this agreement but there are options to use this in other capacities.

Motion by Ald. Pietryla, second by Ald. Lencioni to approve Item 5.B.

Roll Call Vote: Ayes: Aldr. Weber; Aldr. Silkaitis; Aldr. Muenz; Aldr. Lencioni; Aldr. Gehm; Aldr. Pietryla; Aldr. Wirball; Aldr. Bessner **Nays:** None. Chairperson Bongard did not vote as chair. **Motion Carried.**

C. Recommendation to Approve a Resolution Awarding the Bid for the Indiana Street Storm and Sanitary Sewer Line Project.

Presented by Tim Wilson.

Motion by Ald. Lencioni, second by Ald. Wirball to approve Omnibus item 5.C.

Roll Call Vote: Ayes: Aldr. Weber; Aldr. Silkaitis; Aldr. Muenz; Aldr. Lencioni; Aldr. Gehm; Aldr. Pietryla; Aldr. Wirball; Aldr. Bessner **Nays:** None. Chairperson Bongard did not vote as chair. **Motion Carried.**

***D. Recommendation to Approve a Resolution Authorizing an Intergovernmental Agreement with the Illinois Department of Transportation for Cost Sharing on the Riverside Culvert Replacement Project.**

Motion by Ald. Bessner, second by Ald. Wirball to approve Omnibus Item *5.D.

Roll Call Vote: Ayes: Aldr. Weber; Aldr. Silkaitis; Aldr. Muenz; Aldr. Lencioni; Aldr. Gehm; Aldr. Pietryla; Aldr. Wirball; Aldr. Bessner **Nays:** None. Chairperson Bongard did not vote as chair. **Motion Carried.**

***E. Recommendation to approve Resolutions Authorizing Easements for the Riverside Culvert Project.**

Motion by Ald. Bessner, second by Ald. Wirball to approve Omnibus Item *5.E.

Roll Call Vote: Ayes: Aldr. Weber; Aldr. Silkaitis; Aldr. Muenz; Aldr. Lencioni; Aldr. Gehm; Aldr. Pietryla; Aldr. Wirball; Aldr. Bessner **Nays:** None. Chairperson Bongard did not vote as chair. **Motion Carried.**

6. PUBLIC COMMENT

Mr. Cochran, Jeff Mader, John Glenn, Frank Bartos and Hewlett Pruger spoke regarding the IMEA Contract.

7. ADDITIONAL ITEMS FROM MAYOR, COUNCIL, STAFF OR CITIZENS

Aldr. Bessner thanked Public Works very much for all the hard work on the First Street Plaza; it's open now, landscape is blooming and it looks beautiful.

8. EXECUTIVE SESSION

None.

9. MOTION TO ADJOURN GOVERNMENT SERVICES COMMITTEE MEETING

Motion by Ald. Lencioni, second by Ald. Gehm to adjourn the Government Services Committee meeting at 8:57 pm.

Roll Call Vote: Ayes: Aldr. Weber; Aldr. Silkaitis; Aldr. Muenz; Aldr. Lencioni; Aldr. Gehm; Aldr. Pietryla; Aldr. Wirball; Aldr. Bessner **Nays:** None. Chairperson Bongard did not vote as chair. **Motion Carried.**

:kd

City of St. Charles, Illinois
Resolution No. 2024- __

**A Resolution Authorizing the Mayor and City Council to Execute a Façade
Improvement Agreement between the City of St. Charles and Millington Square
LLC (619 W Main St.)**

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

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk are hereby authorized to execute that certain Façade Improvement Agreement, in substantially the form attached hereto and incorporated herein as Exhibit “A” by and on behalf of the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 17th day of June, 2024.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 17th day of June, 2024.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this 17th day of June, 2024.

Lora A. Vitek, Mayor

Attest:

City Clerk/Recording Secretary

Voice Vote:

Ayes:

Nays:

Absent:

Abstain:

Resolution No. _____

Page 2

Exhibit “A”

Façade Improvement Agreement between the City of St. Charles and Millington Square LLC

**CITY OF ST. CHARLES
FACADE IMPROVEMENT AGREEMENT**

Program Year: May 1, 2024 to April 30, 2025

THIS AGREEMENT, entered into this 17th day of June, 2024, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name: Millington Square LLC

Tax ID# or Social Security #

For the following property:

Address of Property: 619 W Main St.

PIN Number: 09-33-227-007

WITNESSETH:

WHEREAS, the CITY has established a Facade Improvement Program adopted by City Ordinance No. 2017-M-7 ; and

WHEREAS, CITY has agreed to participate, subject to its sole discretion, in reimbursing Owners/Lessees for the cost of eligible exterior improvements to buildings through the Façade Improvement Program; and

WHEREAS, the OWNER/LESSEE desires to participate in the Facade Improvement Program pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the CITY and the OWNER/LESSEE do hereby agree as follows:

SECTION 1:

A. With respect to Commercial Façade Grant improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of up to twenty five (25%) of the cost of Routine Maintenance Improvements, up to fifty percent (50%) of the cost of Historic Preservation Improvements and other Building Improvements, and up to one hundred percent (100%) of the cost of fees for Architectural Services pertaining to such improvements, provided that the total reimbursement for eligible improvements and architectural services shall not exceed the amount shown in Exhibit I, "Total Reimbursement Amounts", attached hereto.

B. With respect to Residential Façade Grant improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of up to fifty percent (50%) of the cost of Historic Preservation Improvements, and up to one hundred percent (100%) of the cost of fees for Architectural Services pertaining to such improvements, provided that the total reimbursement for eligible improvements and architectural services shall not exceed the amount shown in Exhibit I, "Total Reimbursement Amounts", attached hereto.

The actual total reimbursement amounts per this Agreement shall not exceed the amounts shown in Exhibit I. The improvement costs which are eligible for City reimbursement include all labor, materials, equipment and other contract items necessary for the proper execution and completion of the work as shown on the plans, design drawings, specifications and estimates approved by the City. Such plans, design drawings, specifications and estimates are attached hereto as Exhibit II.

SECTION 2: No improvement work shall be undertaken until its design has been submitted to and approved by the City Council. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work within the Program Year, ending April 30.

SECTION 3: The Director of Community Development shall periodically review the progress of the contractor's work on the facade improvement pursuant to this Agreement. Such inspections shall not

replace any required building permit inspection. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the OWNER/LESSEE and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of this Agreement.

SECTION 4: Upon completion of the improvements and upon their final inspection and approval by the Director of Community Development, the OWNER/LESSEE shall submit to the CITY a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or equipment in the work. In addition, the OWNER/LESSEE shall submit to the CITY proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The OWNER/LESSEE shall also submit to the CITY a copy of the architect's statement of fees for professional services for preparation of plans and specifications. The CITY shall, within fifteen (15) days of receipt of the contractor's statement, proof of payment and lien waivers, and the architect's statement, issue a check to the OWNER/LESSEE as reimbursement, subject to the limitations set forth in Exhibit "I".

In the alternative, at its sole discretion, CITY may reimburse OWNER/LESSEE in two payments. The first reimbursement may be made only 1) upon completion of work representing 50% or more of the maximum reimbursement specified in Exhibit I hereof ; 2) upon receipt by CITY of the architect's invoices, contractor's statements, invoices, proof of payment and notarized final lien waivers for the completed work; and 3) upon a determination by the Director of Community Development that the remainder of the work is expected to be delayed for thirty days or more following completion of the initial work due to weather, availability of materials, or other circumstances beyond the control of the

OWNER/LESSEE. The second, final reimbursement payment shall be made by CITY only upon submittal of all necessary documents as described herein.

SECTION 5: If the OWNER/LESSEE or his contractor fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings and specifications and the terms of this Agreement, or if the improvements are not completed by the end of the Program Year on April 30, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void. The CITY may, at its sole discretion, grant a single one-year extension to the end of the following program year due to unforeseen circumstances that have prevented the completion of the project.

SECTION 6: Upon completion of the improvement work pursuant to this Agreement and for a period of five (5) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of five (5) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change or remove such improvements, or the approved design thereof, nor shall OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided for in this Agreement unless such changes are first submitted to the Director of Community Development, and any additional review body designated by the Director, for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings and specifications approved pursuant to this Agreement. If requested by the CITY, OWNER/LESSEE agrees to execute and record a restrictive covenant regarding the maintenance of improvements completed per this agreement.

SECTION 7: The OWNER/LESSEE releases the CITY from, and covenants and agrees that the CITY shall not be liable for, and covenants and agrees to indemnify and hold harmless the CITY and its officials, officers, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the facade improvement(s), including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the CITY and its officials, officers, employees and agents for any and all costs, reasonable attorneys' fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The CITY shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said facade improvement(s).

SECTION 8: Nothing herein is intended to limit, restrict or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises which is unrelated to the facade improvement provided for in this Agreement.

SECTION 9: This Agreement shall be binding upon the CITY and upon the OWNER/LESSEE and its successors, to said property for a period of five (5) years from and after the date of completion and approval of the facade improvement provided for herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(s)/LESSEE(s) of the provisions of this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

OWNER/LESSEE

CITY OF ST. CHARLES

Mayor

ATTEST: _____

City Clerk

EXHIBIT “I”

Total Reimbursement Amounts

Commercial Façade Grants:

	Total Estimated Cost	Reimbursement Percentage	Total Maximum Grant Amount
Routine Maintenance Improvements	\$ 58,755.47	25%	\$ 14,688.75
Historic Preservation Improvements	\$	50%	\$
Building Improvements	\$	50%	\$
Architectural Services	\$	100% (not to exceed \$4000)	\$
TOTAL	\$58,755.47	-	\$ 14,688.75

Residential Façade Grants:

	Total Estimated Cost	Reimbursement Percentage	Total Maximum Grant Amount
Historic Preservation Improvements	\$	50%	\$
Architectural Services	\$	100% (not to exceed \$2000)	\$
TOTAL	\$	-	\$

EXHIBIT “II”

Plans, Design drawings, Specifications and Estimates

Attachments:

Estimate from Atlas General Contractors, Dated May 2nd 2024



ATLAS General Contractors
40W124 Campton Crossings Drive
St. Charles, IL 60175
Phone: 630-724-7884

Larson Board & Batten

05/02/2024

Company Representative
Adam Conner
Phone: (847) 489-5469
adam.conner@atlasgeneralcontractors.com

- a) tear-off & dispose of existing siding
- b) install moisture barrier housewrap
- c) install LP Diamond Kote 8" Trim (corners)
- d) install LP Diamond Kote 4" Trim (windows)
- e) install LP Diamond Kote B&B siding (color to be specified by owner)
- f) final clean up

Eric Larson
619 West Main Street
St. Charles, IL 60174
(630) 669-5101

Job: 23-4319: Eric Larson

Siding Section	
8" Smart Trim	
LP Board & Batten	
4" Smart Trim	
Install House Wrap	
Install Trim/Corners	
Install B&B	
	\$55,458.28

Sub Total	\$55,458.28
Tax	\$3,297.19
TOTAL	\$58,755.47

This pricing is valid for 30 days from estimate date. Please contact your Project Manager for updated pricing, beyond that date.

City of St. Charles, Illinois
Resolution No. 2024- __

**A Resolution Authorizing the Mayor and City Council to Execute a Façade
Improvement Agreement between the City of St. Charles and H & C Hospitality
LLC (201 E Main St.)**

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

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk are hereby authorized to execute that certain Façade Improvement Agreement, in substantially the form attached hereto and incorporated herein as Exhibit “A” by and on behalf of the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 17th day of June, 2024.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 17th day of June, 2024.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this 17th day of June, 2024.

Lora A. Vitek, Mayor

Attest:

City Clerk/Recording Secretary

Voice Vote:

Ayes:

Nays:

Absent:

Abstain:

Resolution No. _____

Page 2

Exhibit “A”

Façade Improvement Agreement between the City of St. Charles and H & C Hospitality LLC

**CITY OF ST. CHARLES
FACADE IMPROVEMENT AGREEMENT**

Program Year: May 1, 2024 to April 30, 2025

THIS AGREEMENT, entered into this 17th day of June, 2024, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name: H & C Hospitality, LLC (Mike Carney)

Tax ID# or Social Security #

For the following property:

Address of Property: 201 E Main St.

PIN Number: 09-27-390-006 & 09-27-390-008

WITNESSETH:

WHEREAS, the CITY has established a Facade Improvement Program adopted by City Ordinance No. 2017-M-7 ; and

WHEREAS, CITY has agreed to participate, subject to its sole discretion, in reimbursing Owners/Lessees for the cost of eligible exterior improvements to buildings through the Façade Improvement Program; and

WHEREAS, the OWNER/LESSEE desires to participate in the Facade Improvement Program pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the CITY and the OWNER/LESSEE do hereby agree as follows:

SECTION 1:

A. With respect to Commercial Façade Grant improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of up to twenty five (25%) of the cost of Routine Maintenance Improvements, up to fifty percent (50%) of the cost of Historic Preservation Improvements and other Building Improvements, and up to one hundred percent (100%) of the cost of fees for Architectural Services pertaining to such improvements, provided that the total reimbursement for eligible improvements and architectural services shall not exceed the amount shown in Exhibit I, "Total Reimbursement Amounts", attached hereto.

B. With respect to Residential Façade Grant improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of up to fifty percent (50%) of the cost of Historic Preservation Improvements, and up to one hundred percent (100%) of the cost of fees for Architectural Services pertaining to such improvements, provided that the total reimbursement for eligible improvements and architectural services shall not exceed the amount shown in Exhibit I, "Total Reimbursement Amounts", attached hereto.

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SECTION 2: No improvement work shall be undertaken until its design has been submitted to and approved by the City Council. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work within the Program Year, ending April 30.

SECTION 3: The Director of Community Development shall periodically review the progress of the contractor's work on the facade improvement pursuant to this Agreement. Such inspections shall not

replace any required building permit inspection. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the OWNER/LESSEE and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of this Agreement.

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In the alternative, at its sole discretion, CITY may reimburse OWNER/LESSEE in two payments. The first reimbursement may be made only 1) upon completion of work representing 50% or more of the maximum reimbursement specified in Exhibit I hereof ; 2) upon receipt by CITY of the architect's invoices, contractor's statements, invoices, proof of payment and notarized final lien waivers for the completed work; and 3) upon a determination by the Director of Community Development that the remainder of the work is expected to be delayed for thirty days or more following completion of the initial work due to weather, availability of materials, or other circumstances beyond the control of the

OWNER/LESSEE. The second, final reimbursement payment shall be made by CITY only upon submittal of all necessary documents as described herein.

SECTION 5: If the OWNER/LESSEE or his contractor fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings and specifications and the terms of this Agreement, or if the improvements are not completed by the end of the Program Year on April 30, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void. The CITY may, at its sole discretion, grant a single one-year extension to the end of the following program year due to unforeseen circumstances that have prevented the completion of the project.

SECTION 6: Upon completion of the improvement work pursuant to this Agreement and for a period of five (5) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of five (5) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change or remove such improvements, or the approved design thereof, nor shall OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided for in this Agreement unless such changes are first submitted to the Director of Community Development, and any additional review body designated by the Director, for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings and specifications approved pursuant to this Agreement. If requested by the CITY, OWNER/LESSEE agrees to execute and record a restrictive covenant regarding the maintenance of improvements completed per this agreement.

SECTION 7: The OWNER/LESSEE releases the CITY from, and covenants and agrees that the CITY shall not be liable for, and covenants and agrees to indemnify and hold harmless the CITY and its officials, officers, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the facade improvement(s), including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the CITY and its officials, officers, employees and agents for any and all costs, reasonable attorneys' fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The CITY shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said facade improvement(s).

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SECTION 9: This Agreement shall be binding upon the CITY and upon the OWNER/LESSEE and its successors, to said property for a period of five (5) years from and after the date of completion and approval of the facade improvement provided for herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(s)/LESSEE(s) of the provisions of this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

OWNER/LESSEE

CITY OF ST. CHARLES

Mayor

ATTEST: _____

City Clerk

EXHIBIT “I”

Total Reimbursement Amounts

Commercial Façade Grants:

	Total Estimated Cost	Reimbursement Percentage	Total Maximum Grant Amount
Routine Maintenance Improvements	\$	25%	
Historic Preservation Improvements	\$	50%	\$
Building Improvements	\$ 19,330	50%	\$ 9,665
Architectural Services	\$	100% (not to exceed \$4000)	\$
TOTAL	\$19,330	-	\$9,665

Residential Façade Grants:

	Total Estimated Cost	Reimbursement Percentage	Total Maximum Grant Amount
Historic Preservation Improvements	\$	50%	\$
Architectural Services	\$	100% (not to exceed \$2000)	\$
TOTAL	\$	-	\$

EXHIBIT “II”

Plans, Design drawings, Specifications and Estimates

Attachments:

Estimate from NR Painting LLC, Dated March 24th 2024

Estimate from Pirok Design dated April 17th 2024

**NR PAINTING LLC**

7N037 Hickory Ln St Charles, IL 60174

NRpainting84@gmail.com

(224) 209-7464

Name Mine Carney Date 04-24-24
 Address 201 E City St Charles
Main St Phone _____
 Email McCarney@yorkutility Cell 773-321-9800
 Approx. services.com Approx. _____
 Start Date _____ Completion Date _____

NR Painting LLC. agrees to complete the Exterior painting at _____

PREPARATION

- ☒ Powerwash the ☐ House ☐ Deck ☐ Trim ☐ Other _____
 w/ TSP. Hand scrub w/a bleach solution
☒ Scrape and sand all loose and peeling paint
☒ Power sand and/or power grind rough edges
☐ Wire brush all bare wood with oil primer
☐ Prime all rusted or bare metal with Rust Destroyer
☐ Lintils ☐ Railings ☐ Meter Pipe ☐ Other _____
☐ Complete primer coat required on _____

- ☐ Stripping _____
☐ Caulk all wood to wood joints and gaps
☐ Caulk around all door and window frames
☐ Caulk all wood to brick joints
☐ Caulk all wood to aluminum joints
☐ Use 40-50 year sealant (caulk)
☐ Renail all loose boards where needed (minor)
☐ Repair defective knots
☐ Remove and reset Downspouts Shutters
 and House numbers _____
☐ Remove all loose putty and glaze windows
 where necessary.
☐ Remove and reset storms, paint sash (Interior windows)

FINISH COAT ☐ 2 coats

- ☐ Benjamin Moore ☐ Valspar ☐ Cabots ☐ Other _____
☐ Match existing colors Color Change _____
☐ All wood trim _____
☐ Window frames w/ _____
☐ Window sash w/ _____
☐ Soffits & fascia w/ _____
☐ Shutters w/ _____
☐ Detached garage w/ _____ ☐ Garage Doors
 Lintils ☐ Meter Pipe _____ ☐ Frames
 Other _____

- ☐ Deck w/ _____ ☐ Balcony
☐ Railings metal / wood/ w/ _____
☐ Porch (Int. or Ext.) w/ _____
☐ Porch floor w/ _____
☐ Entry doors w/ _____ ☐ Sidelights
☐ Dormers w/ _____
☐ Aluminum / Vinyl Siding w/ _____
☐ Wood / cedar siding w/ _____
☐ Gutters w/ _____ ☐ Downspouts
☐ Stucco Panels / Stucco / Dry Vit

Replace the most rotten wood around the building. Paint wood siding,
 front windows, front doors, back windows and back doors w/ 2 coats of Benjamin Moore
 paint the wood part of the Chimney. Stain the fence on top of the roof
 Stain the privacy fence for Bathroom. Stain the electric Box

Notes: Paint 16 second floor windows 3 windows in the Basement
1 door to the Basement w/ 2 coats of Benjamin Moore
Paint metal fence in the Back part of the Building
lift damage window glass but if it breaks is not guaranteed

GUARANTEE

NR PAINTING LLC, will guarantee all work against our paint peeling for one (1) years following completion of the work. Owner shall notify NR PAINTING, LLC, of any warranty issues occurring with the Warranty Period, in writing and immediately upon discovery thereof. Owner agrees that in no event shall any claim be submitted to NR PAINTING, LLC later than one (1) year following NR PAINTING, LLC completion of it's services hereunder. If any peeling of our paint occurs, NR PAINTING, LLC will repaint the defective area(s) at no charge Mold, mildew, and rotting wood are NOT covered by guarantee. Galvanized gutters, deck surfaces, tops of handrailing and step are NOT covered by the guarantee.

Tarp all areas, especially landscaping, roof, decks, and concrete. NR PAINTER LLC. will clean up the job site daily and remove all debris NR PAINTER, LLC will supply all equipment and store it properly.

ACCEPTANCE OF CONTRACT

We will maintain insurance coverage during the performance of work
 Payment to be made in the form of a check to NR PAINTING, LLC.

The above prices, specifications and conditions are satisfactory.
 NR PAINTING, LLC is authorized to do the work specified.
 Payment will be made as outlined above.

PAINTING COST Materials includedTOTAL COST \$15,850⁰⁰

Signature _____
 Owner/ Purchase

Signature [Signature]
 NR Painting LLC

Client: The Office Dining & Spirits
Mike Carney

Address: 201 E. Main St.
St. Charles, IL 60174

Phone: 630.240.6000
E-mail: mikec@theofficestc.com

Date: April 17, 2024

QUOTATION

Respectfully submitted by:
Kevin Pirok, Pirok Design, Inc.

Project Description: Furnish and install (3) three signs for The Office Dining & Spirits located at 201 E. Main St., St. Charles, IL.

Remove existing signs.
Install new signs to west, south and north elevations. Same locations.
Substrate will be 3mm black aluminum composite panel.
Graphics will be red and white applied vinyl per customer layout.
Upon acceptance, a proof will be submitted for layout approval.

All work will be completed in a professional manner for the sum of: \$3,480.00

Delivery/Installation: three weeks from approval

Deposit: \$1,740.00

Amount due upon completion: \$1,740.00 + permit procurement if applicable

Terms: Deposit of 50% with balance due at completion. Quote valid for 30 days.
There will be a 3.5% service charge for any credit card payment over \$50.00

DRAWINGS: The drawings and renderings submitted with this proposal are the property of Pirok Design, Inc. and are used only in connection with the work performed by them and their associates. Reproduction in whole or in part for any other purpose is expressly forbidden without written consent from Pirok Design, Inc. Design and layout charges of up to \$3,000.00 will be assessed for misuse or reproduction of these plans.

RELEASE OF ART WORK / DESIGN.

For an additional fee of \$500.00 the design will be released for marketing use by the client. One CD containing art work will be furnished. Replacement CD's will be \$134.00 each.

INSTALLATION: Notwithstanding anything to the contrary contained herein, Pirok Design, Inc. assumes no responsibility for any secondary or consequential damages caused by any defect in the real property or improvements thereon where installation occurs, including but not limited to the existence of a Dryvit facade on the building. Pirok Design, Inc. no way warrants or guarantees the installation of any sign which is installed onto or through Dryvit, or Dryvit type siding products. Pirok Design, Inc. shall have no obligation to correct, and Client agrees to indemnify, defend, and hold harmless Pirok Design, Inc., for any claim which may arise which caused by, in the sole discretion of Pirok Design, Inc., the existence of Dryvit or Dryvit type products.

EXCAVATION & LANDSCAPING: In the instance where trenching and/or excavating for a sign base is involved, Pirok Design assumes no responsibility for the final reseeding, planting and/or black dirt replacement involved in this operation. Pirok Design, Inc. will return the area to a workable condition to allow customer to do final landscaping. The above contract pricing is calculated with engineered footings for soil types common to your area. Upon excavation of abnormal soil conditions, (i.e. loose compaction, fresh backfill, building debris, hidden concrete) additional costs may be incurred. These additional costs will be passed along to the customer at a rate of cost plus 20% handling.

SPECIAL conditions on client's purchase orders or order confirmations in no way negate the above Conditions of Sale. In ordering the work described above, the client accepts all of these conditions noted on this contract.

REMEDIES FOR DEFAULT: In the event the customer fails to pay for all services, labor and material, provided for herein, pursuant to the payment terms and conditions as set forth herein, then Pirok Design, Inc. shall have any and all remedies provided by the statutes and the Common Law of the State of Illinois and, shall in addition to those remedies have the right to recover all reasonable attorneys fees for the collection of any delinquent sums due thereunder including reasonable collection costs and any law suit: legal expenses for the costs of preparing, filing and recording any mechanics liens and for any and all reasonable attorneys fees incurred in the filing of any lawsuit to collect any delinquent sums or to foreclose any mechanics liens resulting from customers to pay or other default pursuant to the terms and conditions of this agreement. In addition, customer will be charged a rate of 2% interest for every month after the first 10 days of default.

SEVERABILITY: All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any common court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein and all other parts of this agreement shall be and remain in full force and effect.

Permit procurement, through the City of is additional. Permit fees, engineering fees required by cities, and procurement fees will be additional.

Sign construction will commence upon receipt of permit. Delivery dates are estimated from receipt of permit.

Acceptance: The above specifications and conditions are satisfactory and hereby accepted.

Signature: _____ Company: _____ Date: _____

Kevin Pirok
Pirok Design, Inc. Representative Signature:

April 17, 2024

Date

City of St. Charles, Illinois
Resolution No. 2024- __

**A Resolution Authorizing the Mayor and City Council to Execute a Façade
Improvement Agreement between the City of St. Charles and Paul Jasper (405 W
Main St.)**

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

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk are hereby authorized to execute that certain Façade Improvement Agreement, in substantially the form attached hereto and incorporated herein as Exhibit “A” by and on behalf of the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 17th day of June, 2024.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 17th day of June, 2024.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this 17th day of June, 2024.

Lora A. Vitek, Mayor

Attest:

City Clerk/Recording Secretary

Voice Vote:

Ayes:

Nays:

Absent:

Abstain:

Resolution No. _____

Page 2

Exhibit “A”

Façade Improvement Agreement between the City of St. Charles and Paul Jasper

**CITY OF ST. CHARLES
FACADE IMPROVEMENT AGREEMENT**

Program Year: May 1, 2024 to April 30, 2025

THIS AGREEMENT, entered into this 17th day of June, 2024, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name: Paul Jasper

Tax ID# or Social Security #

For the following property:

Address of Property: 405 W Main St.

PIN Number: 09-34-103-002

WITNESSETH:

WHEREAS, the CITY has established a Facade Improvement Program adopted by City Ordinance No. 2017-M-7 ; and

WHEREAS, CITY has agreed to participate, subject to its sole discretion, in reimbursing Owners/Lessees for the cost of eligible exterior improvements to buildings through the Façade Improvement Program; and

WHEREAS, the OWNER/LESSEE desires to participate in the Facade Improvement Program pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the CITY and the OWNER/LESSEE do hereby agree as follows:

SECTION 1:

A. With respect to Commercial Façade Grant improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of up to twenty five (25%) of the cost of Routine Maintenance Improvements, up to fifty percent (50%) of the cost of Historic Preservation Improvements and other Building Improvements, and up to one hundred percent (100%) of the cost of fees for Architectural Services pertaining to such improvements, provided that the total reimbursement for eligible improvements and architectural services shall not exceed the amount shown in Exhibit I, "Total Reimbursement Amounts", attached hereto.

B. With respect to Residential Façade Grant improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of up to fifty percent (50%) of the cost of Historic Preservation Improvements, and up to one hundred percent (100%) of the cost of fees for Architectural Services pertaining to such improvements, provided that the total reimbursement for eligible improvements and architectural services shall not exceed the amount shown in Exhibit I, "Total Reimbursement Amounts", attached hereto.

The actual total reimbursement amounts per this Agreement shall not exceed the amounts shown in Exhibit I. The improvement costs which are eligible for City reimbursement include all labor, materials, equipment and other contract items necessary for the proper execution and completion of the work as shown on the plans, design drawings, specifications and estimates approved by the City. Such plans, design drawings, specifications and estimates are attached hereto as Exhibit II.

SECTION 2: No improvement work shall be undertaken until its design has been submitted to and approved by the City Council. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work within the Program Year, ending April 30.

SECTION 3: The Director of Community Development shall periodically review the progress of the contractor's work on the facade improvement pursuant to this Agreement. Such inspections shall not

replace any required building permit inspection. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the OWNER/LESSEE and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of this Agreement.

SECTION 4: Upon completion of the improvements and upon their final inspection and approval by the Director of Community Development, the OWNER/LESSEE shall submit to the CITY a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or equipment in the work. In addition, the OWNER/LESSEE shall submit to the CITY proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The OWNER/LESSEE shall also submit to the CITY a copy of the architect's statement of fees for professional services for preparation of plans and specifications. The CITY shall, within fifteen (15) days of receipt of the contractor's statement, proof of payment and lien waivers, and the architect's statement, issue a check to the OWNER/LESSEE as reimbursement, subject to the limitations set forth in Exhibit "I".

In the alternative, at its sole discretion, CITY may reimburse OWNER/LESSEE in two payments. The first reimbursement may be made only 1) upon completion of work representing 50% or more of the maximum reimbursement specified in Exhibit I hereof ; 2) upon receipt by CITY of the architect's invoices, contractor's statements, invoices, proof of payment and notarized final lien waivers for the completed work; and 3) upon a determination by the Director of Community Development that the remainder of the work is expected to be delayed for thirty days or more following completion of the initial work due to weather, availability of materials, or other circumstances beyond the control of the

OWNER/LESSEE. The second, final reimbursement payment shall be made by CITY only upon submittal of all necessary documents as described herein.

SECTION 5: If the OWNER/LESSEE or his contractor fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings and specifications and the terms of this Agreement, or if the improvements are not completed by the end of the Program Year on April 30, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void. The CITY may, at its sole discretion, grant a single one-year extension to the end of the following program year due to unforeseen circumstances that have prevented the completion of the project.

SECTION 6: Upon completion of the improvement work pursuant to this Agreement and for a period of five (5) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of five (5) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change or remove such improvements, or the approved design thereof, nor shall OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided for in this Agreement unless such changes are first submitted to the Director of Community Development, and any additional review body designated by the Director, for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings and specifications approved pursuant to this Agreement. If requested by the CITY, OWNER/LESSEE agrees to execute and record a restrictive covenant regarding the maintenance of improvements completed per this agreement.

SECTION 7: The OWNER/LESSEE releases the CITY from, and covenants and agrees that the CITY shall not be liable for, and covenants and agrees to indemnify and hold harmless the CITY and its officials, officers, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the facade improvement(s), including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the CITY and its officials, officers, employees and agents for any and all costs, reasonable attorneys' fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The CITY shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said facade improvement(s).

SECTION 8: Nothing herein is intended to limit, restrict or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises which is unrelated to the facade improvement provided for in this Agreement.

SECTION 9: This Agreement shall be binding upon the CITY and upon the OWNER/LESSEE and its successors, to said property for a period of five (5) years from and after the date of completion and approval of the facade improvement provided for herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(s)/LESSEE(s) of the provisions of this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

OWNER/LESSEE

CITY OF ST. CHARLES

Mayor

ATTEST: _____

City Clerk

EXHIBIT “I”

Total Reimbursement Amounts

Commercial Façade Grants:

	Total Estimated Cost	Reimbursement Percentage	Total Maximum Grant Amount
Routine Maintenance Improvements	\$	25%	\$
Historic Preservation Improvements	\$	50%	\$
Building Improvements	\$	50%	\$
Architectural Services	\$	100% (not to exceed \$4000)	\$
TOTAL	\$	-	\$

Residential Façade Grants:

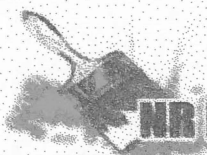
	Total Estimated Cost	Reimbursement Percentage	Total Maximum Grant Amount
Historic Preservation Improvements	\$7,650	50%	\$3,825
Architectural Services	\$	100% (not to exceed \$2000)	\$
TOTAL	\$7,650	-	\$3,825

EXHIBIT “II”

Plans, Design drawings, Specifications and Estimates

Attachments:

Estimate from NR Painting LLC, Dated May 2nd 2024



NR PAINTING LLC

7N037 Hickory Ln St Charles, IL 60174

NRpainting84@gmail.com

(224) 209-7484

Name Paul Date 05-02-24
 Address 405 W Main St City St Charles
 Phone _____
 Email Paul@nrpaintingllc.com Cell _____
 Approx. _____ Approx. _____
 Start Date _____ Completion Date _____

NR Painting LLC, agrees to complete the Exterior painting at _____

PREPARATION

- ☐ Powerwash the ☐ House ☐ Deck ☐ Trim ☐ Other _____
 w/ TSP. Hand scrub w/ a bleach solution
☒ Scrape and sand all loose and peeling paint
☒ Power sand and/or power grind rough edges
☐ Wire brush all bare wood with oil primer
☐ Prime all rusted or bare metal with Rust Destroyer
☐ Lintils ☐ Railings ☐ Meter Pipe ☐ Other _____
 Complete primer coat required on _____

- ☐ Stripping _____
☒ Caulk all wood to wood joints and gaps
☒ Caulk around all door and window frames
☐ Caulk all wood to brick joints
☐ Caulk all wood to aluminum joints
☒ Use 40-50 year sealant (caulk)
☐ Remail all loose boards where needed (minor)
☐ Repair defective knots
☐ Remove and reset Downspouts Shutters
 and House numbers _____
☐ Remove all loose putty and glaze windows
 where necessary.
☐ Remove and reset storms, paint sash (Interior windows)

FINISH COAT ☐ 2 coats

- ☐ Benjamin Moore ☐ Valspar ☐ Cabots ☐ Other _____
☐ Match existing colors Color Change _____
☐ All wood trim
☒ Window frames w/ _____
☐ Window sash w/ _____
☐ Soffits & fascia w/ _____
☐ Shutters w/ _____
☒ Detached garage w/ _____ ☒ Garage Doors
 Lintils ☐ Meter Pipe _____ ☒ Frames
 Other _____

- ☐ Deck w/ _____ ☐ Balcony
☒ Railings metal / wood / w/ _____
☒ Porch (Int. or Ext.) w/ _____
☒ Porch floor w/ _____
☐ Entry doors w/ _____ ☐ Sidelights
☐ Dormers w/ _____
☐ Aluminum / Vinyl Siding w/ _____
☐ Wood / cedar siding w/ _____
☐ Gutters w/ _____ ☐ Downspouts
☐ Stucco Panels / Stucco / Dry Vit

Scrape and sand all the loose and peeling paint

Notes: paint all the wood in the 2 porchs, garage, garage
doors, wood siding, wood trim and wood frames
Use Benjamin Moore paint and stain

GUARANTEE

NR PAINTING LLC, will guarantee all work against our paint peeling for one (1) years following completion of the work. Owner shall notify NR PAINTING, LLC, of any warranty issues occurring within the Warranty Period, in writing and immediately upon discovery thereof. Owner agrees that in no event shall any claim be submitted to NR PAINTING, LLC, later than one (1) year following NR PAINTING, LLC completion of it's services hereunder. If any peeling of our paint occurs, NR PAINTING, LLC will repaint the defective area(s) at no charge. Mold, mildew, and rotting wood are NOT covered by guarantee. Galvanized gutters, deck surfaces, tops of handrailing and steps are NOT covered by the guarantee.

Tarp all areas, especially landscaping, roof, decks, and concrete. NR PAINTER LLC, will clean up the job site daily and remove all debris NR PAINTER, LLC will supply all equipment and store it properly.

ACCEPTANCE OF CONTRACT

We will maintain insurance coverage during the performance of work.
 Payment to be made in the form of a check to NR PAINTING, LLC.

The above prices, specifications and conditions are satisfactory.
 NR PAINTING, LLC is authorized to do the work specified.
 Payment will be made as outlined above.

PAINTING COST Materials included

TOTAL COST \$6750.00

Signature _____
 Owner / Purchase

Signature Paul
 NR Painting LLC

From: larry foxvalleysandblasting.com larry@foxvalleysandblasting.com
Subject: RE: Railing Sandblast and Powder Coat
Date: May 9, 2024 at 12:13:10 PM
To: Paul Jasper pjasper23@yahoo.com

Paul,

Thank you for your inquiry into our services.

We can blast, Powder Coat prime, and finish Powder Coat your railing with any of the 700 colors we have on hand for \$30.00 per linear foot.



Larry Dickson
Operations Manager
Fox Valley Sandblasting Inc.
207 Beaver St.
Yorkville, IL 60560
630-553-6050
larry@foxvalleysandblasting.com

Approximately 30 linear feet

*30 L.F.
\$30/L.F.
≈ \$900*

From: Paul Jasper <pjasper23@yahoo.com>
Sent: Thursday, May 9, 2024 11:48 AM
To: larry [foxvalleysandblasting.com](mailto:larry@foxvalleysandblasting.com) <larry@foxvalleysandblasting.com>
Subject: Railing Sandblast and Powder Coat

Hi Larry,

We spoke on the phone about the iron railings for my house. Please see the attached pictures and let me know estimated price for sandblasting and powder coating in a similar black finish.

Thank you,
Paul Jasper
[630-618-6091](tel:630-618-6091)

City of St. Charles, IL
Ordinance No. 2024-Z-__

**An Ordinance Granting Approval of a Plat of Easement Vacation for 407 S.
5th St.**

WHEREAS, a Plat of Easement Vacation in regards to 407 S 5th St. were submitted to the City of St. Charles (“City”) on or about May 29, 2024, by Zach Derrico, ZJD LLC; and

WHEREAS, the Plan Commission recommended approval of said Plat on June 4, 2024; and,

WHEREAS, the Planning and Development Committee of the City Council recommended approval of said Plat on June 10, 2024; and,

WHEREAS, the City Council of the City of St. Charles received the recommendation of the Planning and Development Committee of the City Council 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. That passage of this Ordinance shall constitute approval of the following documents, incorporated herein as Exhibit “A”, such that the following documents and illustrations are hereby approved, reduced copies of which are attached hereto, subject to satisfactory resolution of all outstanding staff review comments and compliance with such conditions, corrections, and modifications as may be required by the Director of Community Development and the Director of Public Works to comply with the requirements of the St. Charles Municipal Code:

- Plat of Easement Vacation; ASM Consultants, Inc.;

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

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 17th day of June 2024.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 17th day of June 2024.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 17th day of June 2024.

Lora A. Vitek, Mayor

Attest:

Nancy Garrison, City Clerk

Vote:

Ayes:

Nays:

Absent:

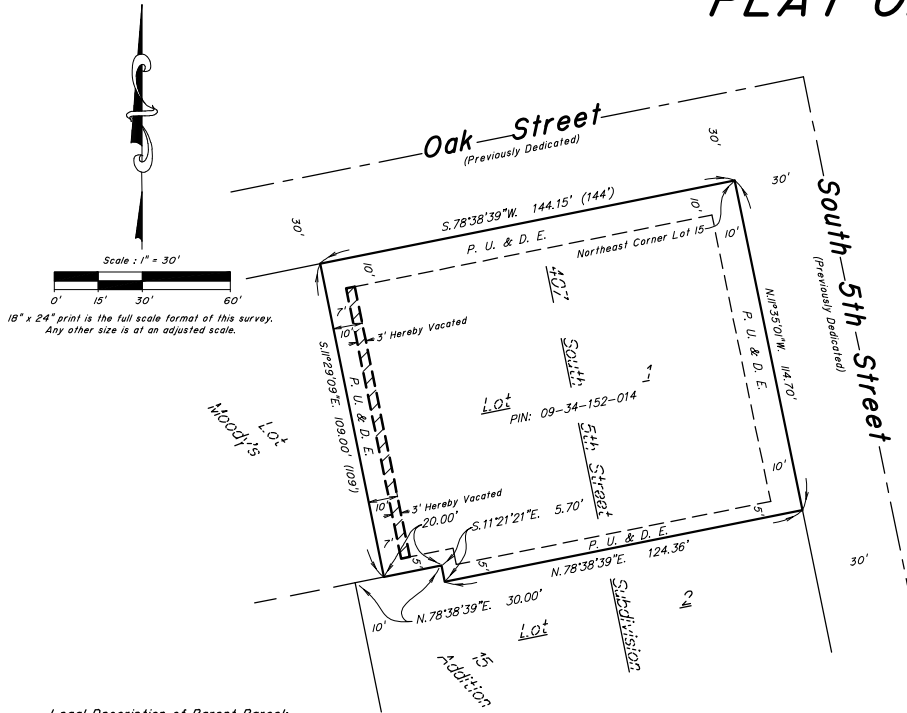
Abstain:

Date: _____

EXHIBIT “A”

PLAT OF VACATION

PLAT OF VACATION



Legal Description of Parent Parcel:

Lot 1 of 407 South 5th Street Subdivision, being a subdivision of that part of Lot 15 of Moody's Addition to St. Charles, in the City of St. Charles, Kane County, Illinois according to the plat thereof recorded December 28, 2023 as Document 2023K045174.

Legal Description of Public Utility and Drainage Easement Hereby Vacated:

The East 3 feet of the West 10 feet (except the North 10 feet and the South 5 feet thereof) of Lot 1 of 407 South 5th Street Subdivision, being a subdivision of part of Lot 15 of Moody's Addition to St. Charles, in the City of St. Charles, Kane County, Illinois.

Legend



Indicates Public Utility & Drainage Easement Hereby Vacated



Indicates Property Line



Indicates Easement Line

P. U. & D. E. Indicates Public Utility & Drainage Easement



PREPARED BY:



ASM Consultants, Inc.
16 E Wilson St. Batavia IL 60510
(630) 879-0200 - advanced@advct.com
Professional Design Firm #184-006014
Expires 4/30/2025

© COPYRIGHT 2024, ASM CONSULTANTS, INC. ALL RIGHTS RESERVED.

Owner's Certificate:

State of Illinois } ss
County of Kane }

This is to certify that Robert Greenlee and Brook Greenlee are the owners Lot 1 of 407 South 5th Street Subdivision and has caused the same to be platted as indicated hereon, for the uses and purposes therein set forth and does hereby vacate the public utility and drainage easements as shown hereon.

Dated this ____th day of _____ A.D., 2024.

By: _____
Robert Greenlee (Owner)

By: _____
Brook Greenlee (Owner)

Notary Public:

State of Illinois } ss
County of Kane }

I, _____, a notary public in and for the County and State aforesaid, do hereby certify that Robert Greenlee and Brook Greenlee who, are personally known to me to be the same whose names are subscribed to the foregoing certificate, appeared before me this day in persons and acknowledged that they did sign and deliver this instrument as a free and voluntary act for the uses and purposes herein set forth.

Given under my hand and notarial seal this ____th day of _____, A.D., 2024.

Notary Public
My commission expires _____

Mortgagee's Certificate:

State of Illinois } ss
County of Kane }

Approved and accepted by The Harvard State Bank, as Mortgagee.

Dated at _____ this ____th day of _____, 2024.

By: _____ Attest: _____

Notary Public:

State of Illinois } ss
County of Kane }

I, _____, a notary public in and for the County and State aforesaid, do hereby certify that _____ and _____ who, are personally known to me to be the same whose names are subscribed to the foregoing certificate, appeared before me this day in persons and acknowledged that they did sign and deliver this instrument as a free and voluntary act for the uses and purposes herein set forth.

Given under my hand and notarial seal this ____th day of _____, A.D., 2024.

Notary Public
My commission expires _____

Owner's Certificate:

State of Illinois } ss
County of Kane }

This is to certify that ZJD LLC is the owner Lot 2 of 407 South 5th Street Subdivision and does hereby consent to vacate the public utility and drainage easements as shown hereon.

Dated this ____th day of _____ A.D., 2024.

By: _____
ZJD LLC, by Zachary Derrico, Managing Member

Notary Public:

State of Illinois } ss
County of Kane }

I, _____, a notary public in and for the County and State aforesaid, do hereby certify that Zachary Derrico is personally known to me to be the same whose name is subscribed to the foregoing certificate, appeared before me this day in persons and acknowledged that they did sign and deliver this instrument as a free and voluntary act for the uses and purposes herein set forth.

Given under my hand and notarial seal this ____th day of _____, A.D., 2024.

Notary Public
My commission expires _____

City Council Certificate:

Approved and accepted this ____th day of _____, A.D., 2024.

Dated this ____th day of _____, 2024.
City Council of City of St. Charles, Illinois.

Mayor

Attest: _____
City Clerk

Surveyor's Certificate:

State of Illinois } ss
County of Kane }

I, Shawn R. VanKampen, Illinois Professional Land Surveyor No. 2170, do hereby certify that the plat hereon drawn was prepared under my direction for the purpose of vacating a public utility and drainage easement as hereon shown and is a correct representation of said easement.

Date at Batavia, Illinois, this 29th day of May, 2024.

PRELIMINARY

Shawn R. VanKampen
Illinois Professional Land Surveyor No. 2710
License expiration date: November 30, 2024



City of St. Charles, Illinois
Ordinance No. 2024-M-_____

**An Ordinance Authorizing Execution of a Real Estate Contract Between the
City of St. Charles and Habitat for Humanity of Northern Fox Valley
Regarding the Conveyance of 1417 Dean Street & Vacated City Right-of-Way**

WHEREAS, Kane County issued a Call for Proposals under its Affordable Housing Fund in July of 2023 and received a proposal from Habitat for Humanity of Northern Fox Valley for development of an affordable single-family home on the City-owned property at the southwest corner of Dean and North 15th Streets, commonly known as 1417 Dean Street (the “Dean Street Parcel”); and

WHEREAS, the Kane-Elgin Home Commission reviewed said development proposal and recommended approval of funding in the amount of \$230,000 to Habitat for Humanity of Northern Fox Valley for construction of one affordable single-family home on the Dean Street Parcel to be transferred to an income-eligible homebuyer (the “Dean Street Project”, as described in the letter from Scott Berger dated 9/8/2023 and accompanying documents attached hereto and incorporated herein as Exhibit “A”), which includes \$115,000 in funding from the Kane County CDBG Program and \$115,000 in funding from the St. Charles Housing Trust Fund; and

WHEREAS, on September 14, 2023, the St. Charles Housing Commission passed Resolution No. 2-2023 approving Housing Trust Fund financing for the Dean Street Project in the amount of \$115,000 from the St. Charles Housing Trust Fund in the form of a 0.0% interest, forgivable loan to Habitat for Humanity of Northern Fox Valley, upon finding that the proposed use of Housing Trust Fund resources is in accordance with Ch. 3.50 “Housing Trust Fund”; and

WHEREAS, on September 14, 2023, the St. Charles Housing Commission passed Resolution No. 3-2023 recommending approval of the transfer of the Dean Street Parcel to Habitat for Humanity of Northern Fox Valley for construction of one affordable single-family home to be transferred to an income-eligible home buyer; and

WHEREAS, on October 9, 2023, the Planning & Development Committee of the City Council provided direction to Staff to make available the Dean Street Parcel to Habitat for Humanity of Northern Fox Valley for construction of one affordable single-family home; and

WHEREAS, upon preparation of a Plat of Survey for the Dean Street Parcel, it was identified that the total square footage of said parcel was less than the minimum lot area required under the St. Charles Zoning Ordinance, therefore rendering the parcel unbuildable; and

WHEREAS, on February 12, 2024, the Planning & Development Committee of the City Council provided direction to Staff to vacate a portion of adjacent North 15th Street right-of-way to the Dean Street Parcel in order for said parcel to be of adequate square footage to allow for construction of a single-family home; and

WHEREAS, on May 20, 2024, the City Council, upon recommendation of the Planning & Development Committee of the City Council on May 13, 2024, approved Ordinance No. 2024-M-9 “An Ordinance Vacating a Portion of the North 15th Street Right-of-Way”; and

WHEREAS, on June 10, 2024, the Planning & Development Committee of the City Council recommended authorization to execute a real estate contract between the City of St. Charles and Habitat for Humanity of Northern Fox Valley for Conveyance of 1417 Dean Street, including the adjacent City right-of-way vacated under Ordinance No. 2024-M-9; and

WHEREAS, the City Council of the City of St. Charles received the recommendations of the Housing Commission and Planning & Development Committee of the City Council 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, that the Mayor and City Clerk be and the same are hereby authorized to execute the real estate contract attached hereto as Exhibit “B” (“Real Estate Contract”), by and between the City of St. Charles and Habitat for Humanity of Northern Fox Valley for the conveyance of 1417 Dean Street, including said adjacent vacated City right-of-way, for a Ten Dollar (\$10.00) nominal consideration purchase price, and any such changes to the form of such Real Estate Contract as shall be approved by the City Attorney.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 17th day of June, 2024.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 17th day of June, 2024.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 17th day of June, 2024.

Lora A. Vitek, Mayor

ATTEST:

Nancy Garrison, City Clerk

Council Vote:

Ayes:

Nays:

Absent:

Abstain:

EXHIBIT “A”

Letter from Scott Berger & Accompanying Documents

COUNTY OF KANE

OFFICE OF COMMUNITY REINVESTMENT Community Development Division

Scott Berger, Director
Josh Beck, Assistant Director for Community Development



Illinois workNet Center
143 First Street
Batavia IL 60510
www.countyofkane.org

September 8, 2023

Ellen Johnson, Planner
Community & Economic Development Department
City of St. Charles
2 East Main Street
St. Charles IL 60174

Re: St. Charles Housing Trust Fund – Funding Recommendation from Home Commission

Dear Ms. Johnson,

Our office recently conducted a “Call for Proposals” under the Affordable Housing Fund (AHF), which is cosponsored by Kane County, the City of Elgin, and the City of St. Charles. As you know, the purpose of the AHF is to provide gap financing from a mix of sources to support the preservation and/or expansion of affordable housing options in our area.

Last week, the Home Commission (which oversees the AHF) met to review the development proposals we received. Among them was one from Habitat for Humanity of Northern Fox Valley for the construction of two single-family homes, one of which is proposed to be built on your Dean Street site. Upon completion, both homes will be sold to well-qualified, income-eligible homebuyers. Habitat has a solid track-record of successfully completing similar projects throughout our area over the last several years. The Home Commission was pleased with their proposal and unanimously approved funding in the amount of \$230,000 to undertake the project. **This amount includes a combination of federal funds from Kane County and \$115,000 from the St. Charles Housing Trust Fund, subject to the approval of the St. Charles Housing Commission. It also comes with the recommendation that the City of St. Charles transfer the Dean Street property to Habitat so that they can undertake and complete the project.** Our office is available to assist you with the planning and logistics associated with that process.

I am enclosing a copy of Habitat’s proposal, along with the staff report and funding recommendation for your review and consideration. I am available to attend your Housing Commission meeting next week to discuss the proposal and the Home Commission’s recommendation if you like. Please let me know if that would be helpful. Also, please don’t hesitate to contact me if you have any questions.

Sincerely,

Scott Berger, Director

Enc.

**KANE COUNTY AFFORDABLE HOUSING FUND
STAFF REPORT AND FUNDING RECOMMENDATION
August 25, 2023**

Applicant/Project Summary

Developer Name:	Habitat for Humanity of Northern Fox Valley			
Organizational Type:	Not-For-Profit Organization			
Project Name:	2023 Homeownership Projects			
Location:	Elgin/Carpentersville/St. Charles			
Project Type:	Homeownership			
Description:	Construct two new single-family homes for sale to income-eligible homebuyers.			
Unit Mix:	Unit Size	Affordable Units	Market Rate Units	Total Units
	3 Bedroom	2	0	2
	Total	2	0	2
Income Targeting:	Income targeting information found in the market study: <ul style="list-style-type: none"> • 2 units for households at/below 80% Area Median Income 			
Proposed Affordability Period:	Required: 20 years, based on development subsidy for new construction housing.			
Budget Summary:	<div style="display: flex; justify-content: space-between;"> <div> Funds from Other Sources: Affordable Housing Funds Requested: Total Development Cost (TDC): </div> <div> \$285,500 (55% of TDC) <u>\$230,000 (45% of TDC)</u> \$515,500 </div> </div>			

Responsiveness to AHF Evaluation Criteria



EVALUATION CRITERIA	RATING	STAFF COMMENTS
Financial Underwriting		
Proposals must demonstrate that the project is not “economically feasible” without program assistance, and evidence of financial ability to implement project must be provided.	●	Project satisfies underwriting criteria. Proposed sources and uses balance. Commitments for funds from other sources have been provided by the applicant. The project, however, will not repay any AHF funds, but the units will be affordable for 20 years.
Developer Qualifications		
Consideration will be given to the development team’s qualifications to develop (or redevelop) high-quality affordable housing, especially in the Kane County market area. Further, specific detail related to the qualifications and experience of the individual(s) identified as project manager(s) will be evaluated.	●	Applicant has a well-qualified staff and development team that has consistently produced solid, single-family homes. The organization has been highly successful at providing homeownership opportunities – particularly for households at or below 80% of area median income – and has a solid track-record of helping to ensure their success following purchase.

Experience		
Consideration will be given to the developer's track record of completing projects on time and within budget and their experience working with Federal funding (NSP, HOME, CDBG, etc.)	●	Applicant has many years of experience completing similar projects in northern Kane County and has utilized federal funds (including NSP1, NSP3, HOME, and CDBG funds) to rehabilitate foreclosed/distressed properties or construct new homes.
Capacity		
Consideration will be given to the developer's capacity (including anticipated work load), the project's readiness to proceed, commitments secured from other sources, and the project's long-term feasibility.	●	Applicant has the financial and organizational capacity to complete the project described in the proposal. Staff and systems are in place to ensure proper oversight and management of the project.
Project Design		
Consideration will be given to projects that address the Kane-Elgin Consortium's General Principles and Specific Housing Criteria.	●	The location of each site is are located within established neighborhoods but not all sites are necessarily close to services. HFH has pre-development steps lined up and ready to go including permits. Their schedule anticipates a timely completion.
Value		
Priority will be given to developers that provide a high-quality end product in relation to their development costs. The extent to which they leverage other public and private resources will be considered.	●	Applicant's proposal represents a good value. It will develop new affordable single-family homes at a price in an affordable range to the respective buyers. Additionally the project is leveraging other funding sources, volunteer labor, and material donations for nearly half of the costs.

Staff Recommendation

(As modified during 8/31/2023 Commission Meeting.)

Approve/Disapprove:	Approve
Amount:	\$230,000.00 <ul style="list-style-type: none"> • Kane -Elgin HOME (\$115,000) • St. Charles Housing Trust Fund (\$115,000)
Terms:	Forgivable loan with the following terms: <ul style="list-style-type: none"> • 0.0% Interest Rate; and • Forgive principal upon transfer of units to qualified homebuyers.
Conditions:	The following conditions are recommended for the above award: <ul style="list-style-type: none"> • Habitat must obtain City of St. Charles approval of the transfer of the vacant parcel at the corner of Dean and North 15th Streets prior to receiving final commitment of the St. Charles Housing Trust Fund award. • Fulfillment of all other OCR requirements.

KANE COUNTY
AFFORDABLE HOUSING FUND
HOMEOWNERSHIP PROPOSAL CHECKLIST AND COVER SHEET
PROJECT SPONSOR NAME: Habitat for Humanity of Northern Fox Valley

Instructions: After completing the forms in this packet, including all sections and signature pages, use this checklist as a guide to organize and assemble your proposal. Indicate the attachments that are included in your submittal by checking the box in the "Document Attached" column. Some items may not be applicable to your project. Please be sure to review this checklist carefully, and include any and all attachments based on the responses you provided in the application forms. All documents should be labeled with a LETTER, and organized accordingly in alphabetical order behind the completed application forms.

Attachment Name	Document Attached
A. Preliminary Project Schedule	<input checked="" type="checkbox"/>
B. Summary of Completed Projects – please check boxes for each item to ensure you have included required information about your completed projects a. Name and location of projects completed by Project Sponsor (last <u>3 years</u> only) <input checked="" type="checkbox"/> b. Relevant details including cost of project, number of units, housing type (rental, owner, special needs, mixed use, etc.), target populations <input checked="" type="checkbox"/> c. Identify any sources of public financing used and contact names/telephone numbers for each government agency. (County may contact agencies to confirm the quality of work performed by the Project Sponsor.) <input checked="" type="checkbox"/> d. Date of project completion <input checked="" type="checkbox"/> e. Photos of completed projects <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
C. Summary of Projects currently in Predevelopment, Preconstruction, and Construction – please check boxes for each item to ensure you have included required information about your completed projects a. Name and location of projects <input checked="" type="checkbox"/> b. Relevant details including cost of project, number of units, housing type (rental, owner, special needs, mixed use, etc.), target populations <input checked="" type="checkbox"/> c. Identify any sources of public financing used and contact names/telephone numbers for each government agency <input checked="" type="checkbox"/> d. Expected date of project completion <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
D. Copies of all Funding Award Letters/Notices referenced in budget document	<input type="checkbox"/>
E. Board Resolution authorizing application for financing (if Applicable)	<input checked="" type="checkbox"/>
F. Current 501(c)(3) or 501(c)(4) Letter of Determination and most recent IRS form 990	<input checked="" type="checkbox"/>
G. Project Sponsor Financial statements - year to date	<input checked="" type="checkbox"/>
H. Project Sponsor Financial statements - last 3 years (audited) (Because applicant is For Profit business, last 3 years of un-audited financial statements are attached <input type="checkbox"/> .)	<input checked="" type="checkbox"/>

By signing this completed checklist, I attest that I have included the indicated documentation, and provided complete and accurate information to Kane County in support of this proposal.


Signature

7/26/2023
Date

Barbara Beckman, Executive Director
Name/Title (Printed)

**KANE COUNTY
AFFORDABLE HOUSING FUND
HOMEOWNERSHIP PROJECT PROPOSAL**

A. PROJECT SPONSOR CERTIFICATIONS

The Project Sponsor certifies that all information furnished in/with this proposal is provided for the purpose of obtaining financial assistance under the Affordable Housing Fund and is true and complete to the best of the Project Sponsor's knowledge and belief. If any information provided herein changes following submission of this proposal, the Project Sponsor agrees to notify Kane County's Office of Community Reinvestment immediately. The Project Sponsor understands and agrees that if false information is provided in/with this proposal, which has the effect of increasing the Project Sponsor's competitive advantage, the Kane County Office of Community Reinvestment may disqualify the Project Sponsor and deem the Project Sponsor ineligible to receive any funds in the future.

Verification of any of the information contained in/with this proposal may be obtained from any source named herein. Submission of this proposal shall constitute the Project Sponsor's authorization for the Kane County Office of Community Reinvestment to undertake such investigations as it deems necessary to determine the accuracy of this proposal and the Project Sponsor's suitability for financing from Kane County's Office of Community Reinvestment. The Kane County Office of Community Reinvestment reserves the right to require financial statements (audited or unaudited) of each development team member as part of its underwriting process.

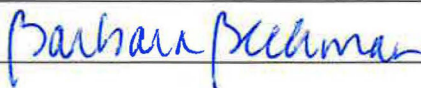
The Project Sponsor will at all times indemnify and hold harmless Kane County against all losses, costs, damages, expenses and liabilities of any nature directly or indirectly resulting from, arising out of or relating to the Kane County's acceptance, consideration, approval, or disapproval of this proposal and the issuance or non-issuance of funds herewith.

The Kane County Office of Community Reinvestment retains the right to reject any and all proposals, and, in its sole determination, to waive minor irregularities. Further, the Project Sponsor acknowledges by execution of this certification that the Kane County Office of Community Reinvestment will review this proposal and reach its determination with the fullest discretion allowable by law.

The Project Sponsor further certifies that neither it, its principals, nor members of its development team are presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from HUD programs. Additionally, said parties are in good standing on state and federal tax obligations.

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused this document to be executed in its name on the 26th day of July, 2023.

Legal Name of Project Sponsor: Habitat for Humanity of Northern Fox Valley

Signature of Authorized Party: 

Name: (please type) Barbara Beckman

Title: Executive Director

Date: July 26, 2023

THIS PAGE MUST BE SIGNED IN ORDER FOR THE COUNTY TO ACCEPT YOUR SUBMITTAL

B. PROJECT SPONSOR INFORMATION

Project Sponsor Name:	Habitat for Humanity of Northern Fox Valley		
Project Name:	Habitat for Humanity Homeownership Projects		
Federal ID #:	36-3742888	DUNS # (if available):	964198118
Mailing Address including City, State and Zip:	56 S. Grove Avenue Elgin, IL 60120		
Contact Person:	Barbara Beckman		
Telephone Number:	847-836-1432	Email Address:	barb.beckman@habitatnfv.org
<input checked="" type="checkbox"/> Not-For-Profit Organization <input type="checkbox"/> For-Profit Organization			
Is your organization a Community Housing Development Organization (CHDO)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Please indicate the nature of work involved in your proposed project: Check all that apply: <input type="checkbox"/> Acquisition of real estate <input type="checkbox"/> Rehabilitation of existing housing <input checked="" type="checkbox"/> New construction <input type="checkbox"/> Conversion to residential			
Total Cost of Project	\$515,500	Total # of Housing Units in the Project	
AHF Amount Requested	\$230,000	2	

C. DEVELOPMENT TEAM INFORMATION

Role	Name of Entity	Existing	To Be Formed
Owner	Habitat for Humanity of NFV	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1. Other:		<input type="checkbox"/>	<input type="checkbox"/>
2. Other:		<input type="checkbox"/>	<input type="checkbox"/>
Architect	Greg A. Norris	<input checked="" type="checkbox"/>	<input type="checkbox"/>
General Contractor	Habitat for Humanity of NFV	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Attorney	Helmut E. Gerlach	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Property Management		<input type="checkbox"/>	<input type="checkbox"/>
Lead Based Paint Inspector	N/A	<input type="checkbox"/>	<input type="checkbox"/>
Appraiser	ACT Appraisals, Inc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Surveyor	Vanderstappen Land Surveying, Inc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Realtor	Judy Ecklund	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other: Engineer	J. Condon & Associates	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other:		<input type="checkbox"/>	<input type="checkbox"/>
Other:		<input type="checkbox"/>	<input type="checkbox"/>
Other:		<input type="checkbox"/>	<input type="checkbox"/>

D. PROJECT NARRATIVE/PLANS

Provide an answer to every question. Typing "See Attached" is not an acceptable response.
IF THE QUESTION IS NOT APPLICABLE TO YOUR PROPOSED PROJECT, PLEASE WRITE "N/A".

1. Provide a detailed abstract of proposed project or development.

Habitat for Humanity of Northern Fox Valley, a local not-for-profit affordable housing developer and lender, requests funds to support the development of two new construction homeownership units. The organization's primary purpose is to increase homeownership opportunities for households earning less than 80% of area median income. For three decades, the Northern Fox Valley affiliate has partnered with volunteers and donors, both public and private, to create safe, decent and affordable places to call home, giving families the stability needed to make solid, forward-looking choices.

For low-income families in-need of an owner-occupied, single-family home, homeownership is consistently unattainable due to low stock of affordable housing options, high interest rates and lack of down payment monies. The stated disparities result in families forced to rent in a condition where rental units are unable to meet the needs of low-income families physically and economically, as rentals frequently present shelter and financial obstacles for low-income families. A lack of affordable home ownership opportunities for families leads to two primary housing concerns: (1) overcrowding due to rental unit space limitations and (2) economic hardship of becoming rent-burdened due to high rental rates. In direct response to these scenarios, Habitat for Humanity of NFV aims to build two affordable, single-family, owner-occupied homes in close to workplaces, businesses, schools, grocery stores, shopping centers and with access to public transportation. The organization plays a vital role in addressing the area's housing needs by creating affordable homeownership housing in Kane County. Since its inception, the organization has built homes in the following Kane County communities: Batavia, Carpentersville, Dundee, Elgin, St. Charles and South Elgin.

Habitat for Humanity of NFV currently owns vacant infill lots and is pursuing additional vacant lots in Elgin, Carpentersville and St. Charles. Several projects are in the predevelopment phase. The next projects to be starting at the time the AHF program dollars are awarded would be deemed the AHF assisted units.

Upon completion of the two homeownerships projects developed under the AHF program, Habitat for Humanity of NFV will sell the homes to pre-qualified buyers at fair market value and provide 0% mortgage loan financing. A modest down payment will be required, however no private mortgage insurance (PMI) will be added to the monthly payment. PMI is arranged by lenders and provided by private insurance companies to protect the lenders if borrowers stop making payments on loans. PMI is generally required for conventional loans when borrowers make a down payment of less than 20% of the home's purchase price. Because Habitat for Humanity does not charge interest or PMI, payments are more affordable for Habitat borrowers, and they benefit from substantial savings over the life of the loan. Habitat for Humanity's home building and lending programs make homeownership accessible to a wider range of income levels.

This proposal directly aligns with the AHF's purpose of providing gap funding for the development of affordable housing for low-income households. Cash donations from non-Federal sources such as corporations, churches and ReStore proceeds totaling \$285,500 are secured or promised, leaving a \$230,000 funding gap which represents the amount of our AHF request. Together, we can address housing needs and increase homeownership opportunities for low-income families in Kane County communities.

limit 4,000 characters

2. Describe the project control structure from initial stages through construction and ongoing management, including partnerships or entities that are still to be formed.

Habitat for Humanity of Northern Fox Valley has 30+ years of experience developing affordable housing in Kane County. In the last 3 fiscal years, FY21-FY23, we have built and sold 27 homes. We have a talented development team that brings experience in all stages of project management from predevelopment to construction, completion and sale. We have an excellent track record of completing projects on time and within budget and many projects have been supported by Federal funding. Solid partnerships with relevant entities are formed and strong.

Acquisition is managed by the Executive Director of 20+ years. The Assistant Construction Manager is responsible for engineering, architecture, bidding, budgeting and permitting at which point the construction site supervisor becomes responsible for the day-to-day construction including overseeing the volunteer work force. The work of the site supervisors is monitored by the Construction Manager with weekly site visits. The years of construction experience for current site supervisors ranges from 5 years to 40 years. Every site supervisor completes Competent Person Training, the OSHA 10-hour training to earn an official OSHA 10 card from the U.S. Department of Labor (DOL) as well as CPR, First Aid, and Active Shooter Training. While volunteers do much of the construction, fully licensed and insured contractors are hired for roofing, electrical, plumbing and HVAC. Each home has a schedule for completion and a construction budget. The construction schedule is monitored at a weekly meeting of the

construction staff. The construction budget is monitored monthly by the Construction Manager, Finance Director and the finance committee. Upon completion of these two homeownership projects, the units will meet all applicable local development standards and will be transferred individually to eligible homebuyers. The units will be sold at fair market value and zero-interest loans will be provided to borrowers by Habitat for Humanity of Northern Fox Valley. The terms of the mortgage will include the unit being occupied as the principal residence and Habitat for Humanity of NFV retaining the right of first refusal. In the event a Habitat homeowner needs to sell, the Northern Fox Valley affiliate's goal is to repurchase the unit and sell it to another low-income borrower. Units assisted by the Affordable Housing Fund will carry a 20 year affordability period. Loans will be serviced by a third party to ensure regulatory compliance. Habitat for Humanity of NFV will continue to provide support and guidance to its partner homebuyers as needed and requested.

limit 4,000 characters

3. Will the project target a particular population(s)? ☒ Yes ☐ No

If yes, please describe all that are applicable (e.g. elderly, disabled, homeless, small/large families, etc.)

Yes, Habitat for Humanity of Northern Fox Valley's projects target a particular population. The specific population is low-income households earning less than or equal to 80% of area medium income, adjusted for family size. Habitat for Humanity of NFV will be the lender in the sale of these 2 units. A licensed loan originator employed by the affiliate will process the loan applications and ensure Habitat for Humanity of NFV's underwriting guidelines are met. The underwriting process includes verifying the applicant's income, assets, credit history, and debt. As a nonprofit lender, Habitat for Humanity of NFV will ensure that, at the time of occupancy, the borrower meets the income eligibility requirements as updated and published annually by HUD.

limit 4,000 characters

4. Provide a description of how the proposal addresses the Kane-Elgin Consortium's Consolidated Plan Priority #1: Affordable Housing; General Principles and Specific Housing Criteria (See Appendix F to Affordable Housing Fund General Guidelines), with specific attention to the **location** and **design** of the project in accordance with county design requirements.

Affordable housing is one of the priorities in the Kane-Elgin Consortium Consolidated Plan. Habitat for Humanity of Northern Fox Valley's proposed infill projects address many of the general principles under the Affordable Housing priority of the Consolidated Plan. The projects will be located where jobs are (GP#1) and will have price points and financing accessible for low-income buyers (GP#2). Affordable homes such as the ones developed by Habitat for Humanity can attract and retain employees to the community. Affordable price points also support a local workforce with a wider range of income levels and allows workers to live close to their jobs which promotes stability and productivity for the workers as well as employers. Shorter commutes allow workers to spend more time with their families while the community benefits from reduction in traffic congestion, air pollution and expenditures on roads. These new construction units will stress quality design and construction in order to help ensure long-term contributions to the improvement of neighborhoods. The home designs for these infill lots will fit their settings, complement and enhance the existing neighborhoods and promote a sense of community. The sites have existing infrastructure nearby and are well situated in relation to local shopping and public transit. (GP#3, #5, #6 and #7).

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5. Provide a description of current site control for the proposed project site. **(IF Applicable)**

Habitat for Humanity of Northern Fox Valley requests funding to support 2 new construction homeownership units. The organization has several vacant infill lots in predevelopment that are in AHF eligible locations such as Elgin, Carpentersville and St. Charles. Upon award notification, the specific projects will be identified. The projects that will be selected will be the first two units lined up for construction to begin and will align with the timing in the proposed project schedule.

E. PROJECT SPONSOR EXPERIENCE/QUALIFICATIONS

1. Describe the relevant experience/qualifications of the Project Sponsor.

Habitat for Humanity of Northern Fox Valley has a solid track record of completing residential development projects on schedule and has 15 years of experience receiving and complying with Federal funding. Our past performance is an excellent indicator of our capacity to successfully complete the projects for which funding is currently being requested. The following is a list of the organization's relevant experience/qualifications by functional area.

Property Acquisition

Habitat for Humanity of NFV has strong relationships with local real-estate agents who search for property and has extensive experience evaluating and acquiring land as well as foreclosed and vacant houses. The construction team assesses the land or existing house and estimates construction or rehab costs prior to acquisition to ensure the project is financially feasible.

General Contractor

Habitat for Humanity of NFV coordinates the construction or rehabilitation of each property, including working with architects, surveyors, engineering firms, and subcontractors for licensed, insured services such as lead, mold, and asbestos abatement, foundations, electrical, plumbing and HVAC.

Builder

Habitat for Humanity of NFV builds homes under the supervision and direction of site supervisors who are trained construction workers but relies heavily on volunteer labor to do the majority of the construction. Obtaining permits, ordering materials, bidding and hiring trades people, setting construction standards, and scheduling inspections are some of the building activities performed by the organization. All units built by Habitat for Humanity of NFV comply with local ordinances, building codes, zoning standards, and the Illinois Energy Conservation Code.

Financial Oversight

Habitat for Humanity of NFV establishes the scope of work and budget for each project, raises funds, pays invoices, tracks and monitors expenses.

Pre-Qualification of Buyers

Habitat for Humanity of NFV employs a licensed loan originator to pre-qualify low-income buyers for its home ownership program under a nondiscriminatory policy and within its underwriting guidelines. Income eligibility is restricted to low-income households earning less than or equal to 80% of area medium income, adjusted for family size. Once pre-qualified, borrowers are matched with properties prior to starting construction.

Homebuyer Education and Services

Habitat for Humanity of NFV partners with HUD-Certified Housing Counseling Agencies for HUD-approved homebuyer education class. Each homebuyer completes an eight-hour curriculum and earns a Homeownership Education Certificate of Completion. The class must be taken within the twelve-month period prior to the date of the homebuyer's purchase of the home. A Home Maintenance workshop is also required.

Lending and Mortgage Processing

Habitat for Humanity of NFV is an Illinois licensed mortgage lender. Upon completion of construction and passing of final inspections, Habitat for Humanity of NFV sells the homes to the pre-qualified low-income buyers at fair market value and provides 0% mortgage loan financing and no private mortgage insurance. Habitat for Humanity of NFV has a contract with a mortgage servicing firm to process payments, pay taxes and insurance. The principal portion of every mortgage payment is reinvested in additional affordable housing projects.

2. List the name and title of the individual(s) who will manage the project.

Barbara Beckman, Executive Director
Tom Clausen, Construction Manager
Jerry Pietryla, Assistant Construction Manager
Kathy Wilbourn, Finance Director

limit 4,000 characters

3. Please disclose any investigation underway regarding any member of the development team.

There are no investigations underway regarding any member of the development team.

limit 4,000 characters

4. Complete a **DEVELOPMENT TEAM MEMBER NARRATIVE** for each member listed on the Development Team. The narrative should address the experience and qualifications of the team member/firm, and any principals or staff that will be assigned to the project.

4.1 ROLE: **Owner**

ENTITY NAME: Habitat for Humanity of NFV

CONTACT PERSON: Barbara Beckman

ADDRESS: 56 S. Grove Avenue, Elgin, 60120

PHONE: (847)836-1432

EMAIL:

barb.beckman@habitatnfv.org

Habitat for Humanity of Northern Fox Valley was founded in 1990 and has 30+ years of experience as a non-profit home builder and lender. The organization has a well-qualified and experienced development team with full capacity to execute this project and account for the receipt, expenditure and reporting of the requested Federal funding. Barbara Beckman, MSW, has been the organization's Executive Director since 2002 and she has overseen the construction of more than 115 Habitat for Humanity homes.

limit 4,000 Characters

4.2 ROLE: **Architect**

CONTACT PERSON: Gregory A. Norris

CONTACT PERSON: _____

PHONE: (630)336-4368

PHONE: (____)____-____

PHONE: (____)____-____

Greg Norris is a licensed architect in the State of Illinois. His IL License Number is 001-011764.

limit 4,000 Characters

4.3 ROLE: **General Contractor**

CONTACT PERSON: Tom Clausen, Construction Manager

CONTACT PERSON: Jerry Pietryla, Assistant Construction Manager

PHONE: (630)940-8135

PHONE: (847)836-1432

PHONE: (____)____-____

Habitat for Humanity of NFV has served as a general contractor since 1990 and has completed 155 construction projects. The organization has the personnel, experience and expertise to provide the material, labor, equipment and services to ensure these AHF funded projects are completed in a timely manner and in compliance with applicable requirements. As the general contractor, Habitat for Humanity of NFV hires specialized subcontractors to perform portions of the pre-construction and construction work including architects, surveyors, engineering firms, licensed and insured subcontractors for services such as lead, mold, and asbestos abatement; excavating; foundations; electrical; plumbing, and HVAC.

limit 4,000 Characters

4.4 ROLE: **Attorney**

CONTACT PERSON: Helmut E. Gerlach

PHONE: (847)836-1432

CONTACT PERSON: _____

PHONE: () - -

PHONE: () - -

Helmut E. Gerlach has over 25 years of experience as an attorney. He has been Habitat for Humanity of NFV's General Counsel since 2005. He manages all legal aspects of the organization including real estate acquisition and sales, mortgage document preparation, contracts, financing, licensing, leasing, commercial, employment and human resource.

limit 4,000 Characters

4.5 ROLE: **Appraiser**

CONTACT PERSON: ACT Appraisals, Inc

PHONE: (630)398-1315

CONTACT PERSON: Erika Franks

PHONE: () - -

EMAIL: _____

ACT Appraisal, Inc. has been a full-service appraisal management company (AMC) for 20 years. They maintain a network of certified appraisers to fulfill real estate appraisal assignments on behalf of mortgage lenders. For the last 6 years, Habitat for Humanity of Northern Fox Valley has been using this AMC for appraisals. Once the request is submitted, the AMC randomly assigns an appraiser to provide an appraisal report for the property.

limit 4,000 Characters

4.6 ROLE: **Surveyor**

CONTACT PERSON: Vanderstappen Land

Surveying

PHONE: (815)502-5516

CONTACT PERSON: Arthur Gritmacker

PHONE: () - -

PHONE: () - -

Vanderstappen Land Surveying Inc. was founded in 1994 and is a member of the Illinois Professional Land Surveyors Association (IPLSA) and the American Congress on Surveying & Mapping (ACSM). Arthur Gritmacker has 23 years of surveying experience at Vanderstappen.

limit 4,000 Characters

4.7 ROLE: **Realtor**

CONTACT PERSON: Judy Ecklund

PHONE: (847)917-5668

CONTACT PERSON: _____

PHONE: () - -

PHONE: () - -

Judy Ecklund has been a licensed relator with Baird & Warner for 23+ years.

limit 4,000 Characters

4.8 ROLE: **Engineer**

CONTACT PERSON: J. Condon & Associates

PHONE: (815)728-0068

CONTACT PERSON: Meghan Michel

PHONE: () - -

PHONE: () - -

Meghan Michel, P.E. has been an engineer at J. Condon & Associates, a firm offering a wide range of engineering and consultation services for residential and commercial projects. Meghan has been with J. Condon for over 9+ years.

limit 4,000 Characters

5. Has the assembled development team worked together previously on similar projects? ☒ Yes ☐ No
If yes, please describe the results of this relationship by citing examples of prior development. If no, describe why/how these parties have been selected.

The assembled Habitat for Humanity of NFV development team has worked together previously on similar projects. The team has a demonstrated track record of procuring property; completing surveying, architecture and engineering plans and drawings; obtaining permits; bidding and hiring contractors; constructing high quality affordable housing; recruiting volunteers; reviewing, authorizing and processing payments for labor and materials;

underwriting and originating mortgage loans. Over the last 3 years, the team has completed, sold and financed 27 homes for low-income borrowers (see attachment B).

An example of a larger scale project that many members of this team collaboratively worked on is Fox Valley Farms- a 9-home development in Crystal Lake. The development was completed in June, 2023. The scale and complexity required more time to plan and a significant capital investment. The team gained valuable knowledge and experience from this multi-home development.

Another example of Habitat for Humanity of Northern Fox Valley's ability to perform successfully at a high functioning level is reflected in the national rankings compiled by Habitat for Humanity International. For FY22, in terms of home construction and repairs, the Northern Fox Valley affiliate ranked #1 in Illinois out of 45 affiliates, #35 out of 1,176 affiliates across all Geographic Service Area Population Categories, and #11 out of 157 affiliates in the Large Geographic Service Area Population Category.

limit 4,000 characters

F. SOURCES AND USES OF FUNDS

Please list all sources of funds including dollar amount and timing of availability. List the proposed use of each source of funds, and include copies of firm commitment letters with all terms and conditions for all mortgages, grants, and bridge (interim) loans. **Please do not use acronyms.**

Sources of Permanent Financing

List in order of position proposed.

1.	Financial Institution: N/A	Interest Rate: N/A	Date funds available: January 1, 2024
	Financing Program: ReStore Proceeds/Fund for Humanity	Amortization Period: N/A	Status of financing: N/A
	Amount: \$210,500	Loan Term: N/A	Status Documentation Attached <input type="checkbox"/>
	Contact: Kathy Wilbourn	Annual Debt Service: N/A	Affordability period or other financing restrictions: N/A
	Phone: 847-836-1432	Debt service position: N/A	
2.	Financial Institution: N/A	Interest Rate: N/A	Date funds available: April 1, 2024
	Financing Program: Zurich North America	Amortization Period: N/A	Status of financing: N/A
	Amount: \$40,000 grant	Loan Term: N/A	Status Documentation Attached <input type="checkbox"/>
	Contact: Susan Fritz	Annual Debt Service: N/A	Affordability period or other financing restrictions: N/A
	Phone:	Debt service position: N/A	
3.	Financial Institution: N/A	Interest Rate: N/A	Date funds available: May 1, 2024
	Financing Program: Pottawatomie Partnership	Amortization Period: N/A	Status of financing: N/A
	Amount: \$35,000	Loan Term: N/A	Status Documentation Attached <input type="checkbox"/>
	Contact: Bob Bendeich	Annual Debt Service: N/A	Affordability period or other financing restrictions: N/A
	Phone: 847-836-1432	Debt service position: N/A	
4.	Financial Institution:	Interest Rate:	Date funds available:
	Financing Program:	Amortization Period:	Status of financing:
	Amount:	Loan Term:	Status Documentation Attached <input type="checkbox"/>
	Contact:	Annual Debt Service:	Affordability period or other financing restrictions:
	Phone:	Debt service position:	

Uses of Permanent Financing

Position	Acquisition Costs (A)	Construction/ Rehab (B)	Developer Fee (C)	Development Costs (D)	Financing Costs (E)	Other Costs (F)	Totals
1	\$	\$	\$	\$	\$	\$	\$
2	\$	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$	\$

4	\$	\$	\$	\$	\$	\$	\$
5	\$	\$	\$	\$	\$	\$	\$
TOTALS	\$	\$	\$	\$	\$	\$	\$

G. HOMEBUYER PROJECT INFORMATION

For each cost category, you must enter the total cost, and mark whether you are requesting to use Affordable Housing Funds for that item

ACQUISITION COSTS	TOTAL COST	PROPOSED USE OF AHF
Land Acquisition Costs	\$100,000	<input type="checkbox"/>
Land Acquisition Closing Costs (title, recording, legal, etc.)	\$6,000	<input type="checkbox"/>
Other:	\$	<input type="checkbox"/>
Acquisition Total (A)	\$106,000	
CONSTRUCTION/REHAB COSTS		
Rehabilitation/Construction estimate	\$338,000	<input checked="" type="checkbox"/>
Other: Construction and Volunteer Management Staff	\$24,000	<input type="checkbox"/>
Subtotal	\$362,000	
Construction Contingency (1.5%)	\$5,400	
Construction/Rehab Total (B)	\$367,400	
Developer's Fee (% of Acquisition and Construction/Rehab) (C)	\$0	<input type="checkbox"/>
DEVELOPMENT COSTS		
Project Design		
Architectural	\$4,000	<input type="checkbox"/>
Engineering	\$8,000	<input type="checkbox"/>
Site Investigation	\$1,600	<input type="checkbox"/>
Other:	\$	<input type="checkbox"/>
Project Planning		
Permits	\$20,000	<input checked="" type="checkbox"/>
Appraisal (pre-purchase)	\$0	<input type="checkbox"/>
Appraisal (post-rehab)	\$900	<input type="checkbox"/>
Environmental Study	\$0	<input type="checkbox"/>
Lead Based Paint Inspection and Clearance	\$0	<input type="checkbox"/>
Survey	\$2,000	<input type="checkbox"/>
Other:	\$0	<input type="checkbox"/>
Holding costs		
Carrying Costs (lawn/snow maintenance, utilities, etc.) (\$210 x 20 months) =	\$4,200	<input type="checkbox"/>
Property Taxes	\$1,400	<input type="checkbox"/>
Other:	\$0	<input type="checkbox"/>
Development Total (D)	\$42,100	
FINANCING COSTS		
Other:	\$0	<input type="checkbox"/>
Financing Total (E)	\$0	
OTHER COSTS		
Relocation	\$0	
Other:	\$0	<input type="checkbox"/>
Other Costs Total (F)	\$0	
TOTAL DEVELOPMENT COST (A+B+C+D+E+F) =	\$515,500	

B: Summary of Completed Projects Last 3 Years and Photos

Street Address	City	Number of Units	Housing Type	Target Population	Sale Price	Public Funds	Date of Completion
559 S. Edison	Elgin	1	Owner	Low-Income	184,000	X	4/30/20
33 Pine	Carpentersville	1	Owner	Low-Income	169,000	X	6/22/20
313 Gertrude	Elgin	1	Owner	Low-Income	172,000	X	9/3/2020
455 McHenry	Crystal Lake	1	Owner	Low-Income	230,000		9/25/2020
447 McHenry	Crystal Lake	1	Owner	Low-Income	239,000		11/6/2020
459 McHenry	Crystal Lake	1	Owner	Low-Income	205,000		11/30/2020
1015 Shuler	Elgin	1	Owner	Low-Income	194,000	X	11/30/2020
233 N Weston	Elgin	1	Owner	Low-Income	160,000	X	11/30/2020
341 Jewett	Elgin	1	Owner	Low-Income	205,000	X	3/19/2021
1203 Sycamore	Lake in the Hills	1	Owner	Low-Income	233,000		3/19/2021
1404 Windsor	Carpentersville	1	Owner	Low-Income	219,000		6/3/2021
20 Independence	Batavia	1	Owner	Low-Income	278,000	X	8/13/2021
431 McHenry	Crystal Lake	1	Owner	Low-Income	269,000		11/29/2021
439 McHenry	Crystal Lake	1	Owner	Low-Income	195,000		11/29/2021
425 McHenry	Crystal Lake	1	Owner	Low-Income	185,000		2/10/2022
19 Spuhler	Batavia	1	Owner	Low-Income	268,000	X	2/10/2022
417 McHenry	Crystal Lake	1	Owner	Low-Income	195,000		6/24/2022
189 Plum	South Elgin	1	Owner	Low-Income	270,000	X	6/24/2022
57 Elm	Carpentersville	1	Owner	Low-Income	260,000	X	6/24/2022
59 Elm	Carpentersville	1	Owner	Low-Income	260,000	X	7/13/2022
708 Elma	Elgin	1	Owner	Low-Income	245,000		8/26/2022
9 Spuhler	Batavia	1	Owner	Low-Income	260,000		9/30/2022
158 Sioux	Carpentersville	1	Owner	Low-Income	217,000		12/16/2022
409 McHenry	Crystal Lake	1	Owner	Low-Income	270,000		2/24/2023
401 McHenry	Crystal Lake	1	Owner	Low-Income	255,000		5/11/2023
245 Skyline	Carpentersville	1	Owner	Low-Income	290,000		6/29/2023
249 Skyline	Carpentersville	1	Owner	Low-Income	290,000		6/29/2023





EXHIBIT “B”

Real Estate Sale Contract



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0



1 **1. THE PARTIES:** Buyer and Seller are hereinafter referred to as the "Parties."

2 Buyer Name(s) [PLEASE PRINT] Habitat for Humanity of Northern Fox Valley

3 Seller Name(s) [PLEASE PRINT] City of St. Charles, an Illinois Municipal Corporation

4 If Dual Agency applies, check here ☐ and complete Optional Paragraph 29.

5 **2. THE REAL ESTATE:** Real Estate is defined as the property, all improvements, the fixtures and Personal Property
6 included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with
7 approximate lot size or acreage of 69x84x43x110 (5,325 sf / 0.122 acre) commonly known as:

8 1417 Dean Street St. Charles IL 60174 Kane

9 Address Unit # (If applicable) City State Zip County

10 Permanent Index Number(s): 09-28-376-012 ☐ Single Family Attached ☐ Single Family Detached ☐ Multi-Unit

11 If Designated Parking is Included: # of space(s) _____; identified as space(s) # _____; location _____

12 [CHECK TYPE] ☐ deeded space, PIN: _____ ☐ limited common element ☐ assigned space.

13 If Designated Storage is Included: # of space(s) _____; identified as space(s) # _____; location _____

14 [CHECK TYPE] ☐ deeded space, PIN: _____ ☐ limited common element ☐ assigned space.

~~45 3. FIXTURES AND PERSONAL PROPERTY AT NO ADDED VALUE: All of the fixtures and included Personal Property~~
~~46 are owned by Seller and to Seller's knowledge are in operating condition on Date of Acceptance, unless otherwise~~
~~47 stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing, and well systems~~
~~48 together with the following items at no added value by Bill of Sale at Closing [CHECK OR ENUMERATE APPLICABLE ITEMS]:~~

49 <input type="checkbox"/> Refrigerator	50 <input type="checkbox"/> Wine/Beverage Refrigerator	51 <input type="checkbox"/> Light Fixtures, as they exist	52 <input type="checkbox"/> Fireplace Gas Log(s)
53 <input type="checkbox"/> Oven/Range/Stove	54 <input type="checkbox"/> Sump Pump(s)	55 <input type="checkbox"/> Built-in or attached shelving	56 <input type="checkbox"/> Smoke Detectors
57 <input type="checkbox"/> Microwave	58 <input type="checkbox"/> Water Softener (unless rented)	59 <input type="checkbox"/> All Window Treatments & Hardware	60 <input type="checkbox"/> Carbon Monoxide Detectors
61 <input type="checkbox"/> Dishwasher	62 <input type="checkbox"/> Central Air Conditioning	63 <input type="checkbox"/> Satellite Dish	64 <input type="checkbox"/> Invisible Fence System, Collar & Box
65 <input type="checkbox"/> Garbage Disposal	66 <input type="checkbox"/> Central Humidifier	67 <input type="checkbox"/> Wall Mounted Brackets (AV/TV)	68 <input type="checkbox"/> Garage Door Opener(s)
69 <input type="checkbox"/> Trash Compactor	70 <input type="checkbox"/> Central Vac & Equipment	71 <input type="checkbox"/> Security System(s) (unless rented)	72 <input type="checkbox"/> with all Transmitters
73 <input type="checkbox"/> Washer	74 <input type="checkbox"/> All Tacked Down Carpeting	75 <input type="checkbox"/> Intercom System	76 <input type="checkbox"/> Outdoor Shed
77 <input type="checkbox"/> Dryer	78 <input type="checkbox"/> Existing Storms & Screens	79 <input type="checkbox"/> Electronic or Media Air Filter(s)	80 <input type="checkbox"/> Outdoor Playset(s)
81 <input type="checkbox"/> Attached Gas Grill	82 <input type="checkbox"/> Window Air Conditioner(s)	83 <input type="checkbox"/> Backup Generator System	84 <input type="checkbox"/> Planted Vegetation
85 <input type="checkbox"/> Water Heater	86 <input type="checkbox"/> Ceiling Fan(s)	87 <input type="checkbox"/> Fireplace Screens/Doors/Grates	88 <input type="checkbox"/> Hardscape

29 Other Items Included at No Added Value: _____

30 Items Not Included: _____

~~31 Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in~~
~~32 operating condition at Possession except:~~ _____;

~~33 A system or item shall be deemed to be in operating condition if it performs the function for which it is intended,~~
~~34 regardless of age, and does not constitute a threat to health or safety.~~

35 If Home Warranty applies, check here ☐ and complete Optional Paragraph 32.

36 **4. PURCHASE PRICE AND PAYMENT:** The Purchase Price is \$ **10.00**. After the payment of Earnest
37 Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in
38 "Good Funds" as defined by law.

~~39 a) CREDIT AT CLOSING: [IF APPLICABLE] Provided Buyer's lender permits such credit to show on the final~~
~~40 settlement statement or lender's closing disclosure, and if not, such lesser amount as the lender permits, Seller~~
~~41 agrees to credit \$ _____ to Buyer at Closing to be applied to prepaid expenses, closing costs or both.~~

~~42 b) EARNEST MONEY: Earnest Money of \$ _____ shall be tendered to Escrowee on or before _____~~
~~43 Business Days after Date of Acceptance. Additional Earnest Money, if any, of \$ _____ shall be tendered~~
~~44 by _____, 20 _____. Earnest Money shall be held in trust for the mutual benefit of the Parties by~~

Buyer Initial hh Buyer Initial _____

Seller Initial _____ Seller Initial _____

Address: 1417 Dean Street, St. Charles, Illinois 60174

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45 ~~[CHECK ONE]: ☐ Seller's Brokerage; ☐ Buyer's Brokerage; ☐ As otherwise agreed by the Parties, as "Escrowee."~~
46 ~~In the event the Contract is declared null and void or is terminated, Earnest Money shall be disbursed pursuant to Paragraph 26.~~
47 c) **BALANCE DUE AT CLOSING:** The Balance Due at Closing shall be the Purchase Price, plus or minus
48 prorations, less Earnest Money paid, less any credits at Closing, and shall be payable in Good Funds at Closing.

49 5. **CLOSING:** Closing shall be on June 25, 20 24 or at such time as mutually agreed by the Parties in
50 writing. Closing shall take place at the escrow office of the title insurance company, its underwriter, or its issuing
51 agent that will issue the Owner's Policy of Title Insurance, whichever is situated nearest the Real Estate.

52 6. **POSSESSION:** Unless otherwise provided in Optional Paragraph 35, Seller shall deliver possession to Buyer at
53 Closing. Possession shall be deemed to have been delivered when Seller and all occupants (if any) have vacated
54 the Real Estate and delivered keys to the Real Estate to Buyer or to the office of the Seller's Brokerage.

55 7. **FINANCING:** *[INITIAL ONLY ONE OF THE FOLLOWING SUBPARAGRAPHS a, b, or c]*

56 ~~_____ a) **LOAN CONTINGENCY:** Not later than forty five (45) days after Date of Acceptance or five~~
57 ~~(5) Business Days prior to the date of Closing, whichever is earlier, ("Loan Contingency Date") Buyer shall~~
58 ~~provide written evidence from Buyer's licensed lending institution confirming that Buyer has received loan~~
59 ~~approval subject only to "at close" conditions, matters of title, survey, and matters within Buyer's control for a loan~~
60 ~~as follows: [CHECK ONE] ☐ fixed; ☐ adjustable; [CHECK ONE] ☐ conventional; ☐ FHA; ☐ VA; ☐ USDA;~~
61 ~~☐ other _____ loan for _____ % of the Purchase Price, plus private mortgage insurance (PMI),~~
62 ~~if required, with an interest rate (initial rate if an adjustable rate mortgage used) not to exceed _____ % per annum,~~
63 ~~amortized over not less than _____ years. Buyer shall pay discount points not to exceed _____ % of the loan amount.~~
64 ~~Buyer shall pay origination fee(s), closing costs charged by lender, and title company escrow closing fees.~~

65 ~~If Buyer, having applied for the loan specified above, is unable to provide such loan approval and serves Notice to~~
66 ~~Seller not later than the Loan Contingency Date, this Contract shall be null and void. If Buyer is unable to provide~~
67 ~~such written evidence not later than the date specified herein or by any extension date agreed to by the Parties,~~
68 ~~Seller shall have the option of declaring this Contract terminated by giving Notice to Buyer. If prior to the Seller~~
69 ~~serving such Notice to terminate, Buyer provides written evidence of such loan approval, this Contract shall remain~~
70 ~~in full force and effect.~~

71 ~~Upon the expiration of ten (10) Business Days after Date of Acceptance, if Buyer has failed to make a loan~~
72 ~~application and pay all fees required for such application to proceed and the appraisal to be performed, Seller shall~~
73 ~~have the option to declare this Contract terminated by giving Notice to Buyer not later than five (5) Business Days~~
74 ~~thereafter or any extension thereof agreed to by the Parties in writing.~~

75 ~~A Party causing delay in the loan approval process shall not have the right to terminate under this~~
76 ~~subparagraph. In the event neither Party elects to declare this Contract terminated as specified above, or as~~
77 ~~otherwise agreed, then this Contract shall continue in full force and effect without any loan contingencies.~~

78 ~~Unless otherwise provided in Paragraph 30, this Contract is not contingent upon the sale and/or closing of~~
79 ~~Buyer's existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this subparagraph~~
80 ~~if Buyer obtains a loan approval in accordance with the terms of this subparagraph even though the loan is~~
81 ~~conditioned on the sale and/or closing of Buyer's existing real estate.~~

82 ~~If Buyer is seeking FHA, VA, or USDA financing, required amendments and disclosures shall be attached to this~~
83 ~~Contract. If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP), shall be paid by Buyer.~~

84 bb _____ b) **CASH TRANSACTION WITH NO MORTGAGE:** *[ALL CASH]* If this selection is made, Buyer will pay
85 at Closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer,
86 that Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
87 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to
88 Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds

Buyer Initial bb Buyer Initial _____
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Seller Initial _____ Seller Initial _____

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89 to close. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this
90 Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from
91 satisfying the Balance Due at Closing, shall constitute a material breach of this Contract by Buyer. The Parties shall
92 share the title company escrow closing fee equally. **Unless otherwise provided in Paragraph 30, this Contract shall**
93 **not be contingent upon the sale and/or closing of Buyer's existing real estate.**

94 ~~_____ c) CASH TRANSACTION, MORTGAGE ALLOWED: If this selection is made, Buyer will pay at closing,~~
95 ~~in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer, that Buyer~~
96 ~~has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above~~
97 ~~representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to~~
98 ~~Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds~~
99 ~~to close. Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that~~
100 ~~Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing access to the Real~~
101 ~~Estate to satisfy Buyer's obligations to pay the Balance Due at Closing. Such cooperation shall include the performance~~
102 ~~in a timely manner of all of Seller's pre-closing obligations under this Contract. This Contract shall NOT be contingent~~
103 ~~upon Buyer obtaining financing. Buyer understands and agrees that, so long as Seller has fully complied with Seller's~~
104 ~~obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that~~
105 ~~prevents Buyer from satisfying the Balance Due at Closing shall constitute a material breach of this Contract by Buyer.~~
106 ~~Buyer shall pay the title company escrow closing fee if Buyer obtains a mortgage; provided however, if Buyer elects~~
107 ~~to close without a mortgage loan, the Parties shall share the title company escrow closing fee equally. Unless otherwise~~
108 ~~provided in Paragraph 30, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing~~
109 ~~real estate.~~

110 **8. STATUTORY DISCLOSURES:** If applicable, prior to signing this Contract, Buyer:
111 ~~[CHECK ONE] ☐ has ☐ has not received a completed Illinois Residential Real Property Disclosure;~~
112 ~~[CHECK ONE] ☐ has ☐ has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home;"~~
113 ~~[CHECK ONE] ☐ has ☐ has not received a Lead-Based Paint Disclosure;~~
114 ~~[CHECK ONE] ☐ has ☐ has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions;"~~
115 ~~[CHECK ONE] ☐ has ☐ has not received the Disclosure of Information on Radon Hazards.~~

116 **9. PRORATIONS:** The requirements contained in this paragraph shall survive the Closing. Proratable items shall
117 be prorated to and including the Date of Closing and shall include without limitation, general real estate taxes,
118 rents and deposits (if any) from tenants; Special Service Area or Special Assessment Area tax for the year of Closing
119 only; utilities, water and sewer, pre-purchased fuel; and Homeowner or Condominium Association fees (and
120 Master/Umbrella Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium
121 Association(s) are not a proratable item.

122 a) The general real estate taxes shall be prorated to and including the date of Closing based on 100 % of
123 the most recent ascertainable full year tax bill.* All general real estate tax prorations shall be final as of Closing,
124 except as provided in Paragraph 23. If the amount of the most recent ascertainable full year tax bill reflects a
125 homeowner, senior citizen, disabled veteran or other exemption, a senior freeze or senior deferral, then Seller
126 has submitted or will submit in a timely manner all necessary documentation to the appropriate governmental
127 entity, before or after Closing, to preserve said exemption(s). **The proration shall not include exemptions to**
128 **which the Seller is not lawfully entitled.** *Unless otherwise exempt.

129 ~~b) Seller represents, if applicable, that as of Date of Acceptance Homeowner/Condominium Association(s)~~
130 ~~fees are \$ N/A per N/A (and, if applicable, Master/Umbrella Association fees are~~
131 ~~\$ N/A per N/A). Seller agrees to pay prior to or at Closing the remaining balance of any~~
132 ~~special assessments by the Association(s) confirmed prior to Date of Acceptance.~~

Buyer Initial bb Buyer Initial _____
Address: 1417 Dean Street, St. Charles, Illinois 60174

Seller Initial _____ Seller Initial _____

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c) Special Assessment Area or Special Service Area installments due after the year of Closing shall not be prorable items and shall be paid by Buyer, unless otherwise provided by ordinance or statute.

~~10. ATTORNEY REVIEW: Within five (5) Business Days after Date of Acceptance, the attorneys for the respective Parties, by Notice, may:~~

~~a) Approve this Contract; or~~

~~b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or~~

~~c) Propose modifications to this Contract, except for the Purchase Price, which proposal shall be conclusively deemed a counteroffer notwithstanding any language contained in any such proposal purporting to state the proposal is not a counteroffer. If after expiration of ten (10) Business Days after Date of Acceptance written agreement has not been reached by the Parties with respect to resolution of all proposed modifications, either Party may terminate this Contract by serving Notice, whereupon this Contract shall be immediately deemed terminated; or~~

~~d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer. Any proposal not specifically referencing this subparagraph d) shall be deemed made pursuant to subparagraph c) as a modification. If proposals made with specific reference to this subparagraph d) are not agreed upon, neither Buyer nor Seller may declare this contract null and void, and this contract shall remain in full force and effect.~~

~~If Notice of disapproval or proposed modifications is not served within the time specified herein, the provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force and effect. If Notice of termination is given, said termination shall be absolute and the Contract rendered null and void upon the giving of Notice, notwithstanding any language proffered by any Party purporting to permit unilateral reinstatement by withdrawal of any proposal(s).~~

~~11. WAIVER OF PROFESSIONAL INSPECTIONS: [INITIAL IF APPLICABLE] _____ Buyer acknowledges the right to conduct inspections of the Real Estate and hereby waives the right to conduct any such inspections of the Real Estate, and further agrees that the provisions of Paragraph 12 shall not apply.~~

~~12. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES: [NOT APPLICABLE IF PARAGRAPH 11 IS INITIALED]~~
~~Buyer may conduct at Buyer's expense (unless payment for such expense is otherwise required by governmental regulation) any or all of the following inspections of the Real Estate by one or more licensed or certified inspection services: home, radon, environmental, lead-based paint, lead-based paint hazards or wood destroying insect infestation, or any other inspections desired by Buyer in the exercise of reasonable due diligence. Seller agrees to make all areas of the Real Estate accessible for inspection(s) upon reasonable notice and to have all utilities turned on during the time of such inspections. Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by any acts of Buyer or any person performing any inspection on behalf of Buyer.~~

~~a) The request for repairs shall cover only the major components of the Real Estate, limited to central heating and cooling system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings, floors, appliances and foundation. A major component shall be deemed to be in operating condition, and therefore not defective within the meaning of this paragraph, if it does not constitute a current threat to health or safety, and performs the function for which it is intended, regardless of age or if it is near or at the end of its useful life. Minor repairs, routine maintenance items and painting, decorating or other items of a cosmetic nature, no matter the cost to remedy same, do not constitute defects, are not a part of this contingency and shall not be a basis for the Buyer to cancel this Contract. A request by Buyer for credits or repairs in violation of the terms of this subparagraph shall allow Seller to declare this Contract terminated and direct the return of Buyer's Earnest Money. If radon mitigation is performed, Seller shall pay for any retest.~~

Buyer Initial BB Buyer Initial _____
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Seller Initial _____ Seller Initial _____

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~~b) Buyer shall serve Notice upon Seller or Seller's attorney of any major component defects disclosed by any inspection for which Buyer requests resolution by Seller within five (5) Business Days (ten (10) calendar days for a lead-based paint or lead-based paint hazard inspection) after Date of Acceptance. Buyer shall not send any portion of the inspection report with the Notice provided under this subparagraph unless such inspection report, or any part thereof, is specifically requested in writing by Seller or Seller's attorney. If after expiration of ten (10) Business Days after Date of Acceptance written agreement has not been reached by the Parties with respect to resolution of all inspection issues, either Party may terminate this Contract by serving Notice to the other Party, whereupon this Contract shall be immediately deemed terminated.~~

~~c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller within five (5) Business Days after Date of Acceptance, this Contract shall be null and void. Said Notice shall not include any portion of the inspection reports unless requested by Seller.~~

~~d) Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a waiver of Buyer's rights to terminate this Contract under this Paragraph 12 and this Contract shall remain in full force and effect.~~

~~13. HOMEOWNER INSURANCE: This Contract is contingent upon Buyer obtaining evidence of insurability for an Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10) Business Days after Date of Acceptance. If Buyer is unable to obtain evidence of insurability and serves Notice with proof of same to Seller within the time specified, this Contract shall be null and void. If Notice is not served within the time specified, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect.~~

14. FLOOD INSURANCE: Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a special flood hazard area. If Notice of the option to declare contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or by the Loan Contingency Date, whichever is later, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect. Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

~~15. CONDOMINIUM/Common Interest Associations: [If Applicable] The Parties agree that the terms contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms, and shall apply to property subject to the Illinois Condominium Property Act and the Common Interest Community Association Act or other applicable state association law ("Governing Law").~~

~~a) Title when conveyed shall be good and merchantable, subject to terms and provisions of the Declaration of Condominium/Covenants, Conditions and Restrictions ("Declaration/CCRs") and all amendments; public and utility easements including any easements established by or implied from the Declaration/CCRs or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Governing Law; installments due after the date of Closing of general assessments established pursuant to the Declaration/CCRs.~~

~~b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for all special assessments confirmed prior to Date of Acceptance.~~

~~c) Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement relative to payment thereof. Absent such agreement either Party may declare the Contract null and void.~~

~~d) Seller shall, within ten (10) Business Days from Date of Acceptance, apply for those items of disclosure upon sale as described in the Governing Law, and provide same in a timely manner, but no later than the time period provided for by law. This Contract is subject to the condition that Seller be able to procure and provide to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to purchase created by the~~

Buyer Initial bb Buyer Initial _____

Seller Initial _____ Seller Initial _____

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220 ~~Declaration/CCRs. In the event the Condominium Association requires the personal appearance of Buyer or~~
221 ~~additional documentation, Buyer agrees to comply with same.~~

222 ~~e) In the event the documents and information provided by Seller to Buyer disclose that the existing~~
223 ~~improvements are in violation of existing rules, regulations or other restrictions or that the terms and~~
224 ~~conditions contained within the documents would unreasonably restrict Buyer's use of the Real Estate or~~
225 ~~would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then~~
226 ~~Buyer may declare this Contract null and void by giving Notice to Seller within five (5) Business Days after the~~
227 ~~receipt of the documents and information required by this paragraph, listing those deficiencies which are~~
228 ~~unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have waived~~
229 ~~this contingency, and this Contract shall remain in full force and effect.~~

230 ~~f) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.~~

231 **16. THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and
232 merchantable title to the Real Estate by recordable ^{Special} Warranty Deed, with release of homestead rights, (or the
233 appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless
234 otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to:
235 covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not
236 interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable
237 at the time of Closing.

238 ~~**17. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:**~~

239 ~~a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-~~
240 ~~closing inspection or disclosure requirement, municipal Transfer Tax or other similar ordinances. Cost of~~
241 ~~transfer taxes, inspection fees, and any repairs required by an inspection pursuant to municipal ordinance shall~~
242 ~~be paid by the Party designated in such ordinance unless otherwise agreed to by the Parties.~~

243 ~~b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal~~
244 ~~Revenue Code, the Foreign Investment in Real Property Tax Act (FIRPTA), and the Real Estate Settlement~~
245 ~~Procedures Act of 1974, as amended.~~

246 **18. TITLE:** At ^{Buyer's} ~~Seller's~~ expense, ^{Buyer} ~~Seller~~ will ^{order and secure, at Buyer's expense,} ~~deliver or cause to be delivered to Buyer or Buyer's attorney~~ within
247 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title
248 commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a
249 title company licensed to operate in the State of Illinois, issued on or subsequent to Date of Acceptance, subject
250 only to items listed in Paragraph 16 and shall cause a title policy to be issued with an effective date as of Closing.
251 The requirement to provide extended coverage shall not apply if the Real Estate is vacant land. The commitment
252 for title insurance furnished by ~~Seller~~ will be presumptive evidence of good and merchantable title as therein
253 shown, subject only to the exceptions therein stated. **If the title commitment discloses any unpermitted**
254 **exceptions or if the Plat of Survey shows any encroachments or other survey matters that are not acceptable to**
255 **Buyer, then Seller shall have said exceptions, survey matters or encroachments removed, or have the title**
256 **insurer commit to either insure against loss or damage that may result from such exceptions or survey matters**
257 **or insure against any court-ordered removal of the encroachments.** If Seller fails to have such exceptions waived
258 or insured over prior to Closing, Buyer may elect to take title as it then is with the right to deduct from the Purchase
259 Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish to Buyer at Closing an Affidavit
260 of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA
261 Insurance Policy.

262 **19. PLAT OF SURVEY:** Not less than one (1) Business Day prior to Closing, except where the Real Estate is a
263 condominium, Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of Survey that conforms

Buyer Initial bn Buyer Initial _____
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264 to the current Minimum Standard of Practice for boundary surveys, is dated not more than six (6) months prior to
265 the date of Closing, and is prepared by a professional land surveyor licensed to practice land surveying under the
266 laws of the State of Illinois. The Plat of Survey shall show visible evidence of improvements, rights of way,
267 easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at
268 all accessible corners of the land. **All such corners shall also be visibly staked or flagged.** The Plat of Survey shall
269 include the following statement placed near the professional land surveyor's seal and signature: "This professional
270 service conforms to the current Illinois Minimum Standards for a boundary survey." A Mortgage Inspection, as
271 defined, is not a boundary survey and is not acceptable.

272 **20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING:** If prior to delivery of the deed the Real
273 Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by
274 condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of
275 Earnest Money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the
276 condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds
277 Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace
278 damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall
279 be applicable to this Contract, except as modified by this paragraph.

~~280 **21. CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in broom clean condition.~~
~~281 ~~All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real Estate at~~~~
~~282 ~~Seller's expense prior to delivery of Possession. Buyer shall have the right to inspect the Real Estate, fixtures and~~~~
~~283 ~~included Personal Property prior to Possession to verify that the Real Estate, improvements and included Personal~~~~
~~284 ~~Property are in substantially the same condition as of Date of Acceptance, normal wear and tear excepted.~~~~

285 **22. SELLER REPRESENTATIONS:** Seller's representations contained in this paragraph shall survive the Closing.
286 Seller represents that with respect to the Real Estate, Seller has no knowledge of, nor has Seller received any written
287 notice from any association or governmental entity regarding:

- 288 a) zoning, building, fire or health code violations that have not been corrected;
- 289 b) any pending rezoning;
- 290 c) boundary line disputes;
- 291 d) any pending condemnation or Eminent Domain proceeding;
- 292 e) easements or claims of easements not shown on the public records;
- 293 f) any hazardous waste on the Real Estate;
- 294 g) real estate tax exemption(s) to which Seller is not lawfully entitled; or
- 295 h) any improvements to the Real Estate for which the required initial and final permits were not obtained.

296 Seller further represents that:

297 [INITIALS] _____ There [CHECK ONE] ☐ are ☒ are not improvements to the Real Estate which are not
298 included in full in the determination of the most recent tax assessment.

299 [INITIALS] _____ There [CHECK ONE] ☐ are ☒ are not improvements to the Real Estate which are eligible
300 for the home improvement tax exemption.

301 [INITIALS] _____ There [CHECK ONE] ☐ is ☒ is not an unconfirmed pending special assessment affecting
302 the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.

303 [INITIALS] _____ The Real Estate [CHECK ONE] ☐ is ☒ is not located within a Special Assessment Area or
304 Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.
305 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of
306 matters that require modification of the representations previously made in this Paragraph 22, Seller shall

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307 promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may
308 terminate this Contract by Notice to Seller and this Contract shall be null and void.

~~309 **23. REAL ESTATE TAX ESCROW:** In the event the Real Estate is improved, but has not been previously taxed for
310 the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be deposited in
311 escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at
312 Closing. When the exact amount of the taxes to be prorated under this Contract can be ascertained, the taxes shall
313 be prorated by Seller's attorney at the request of either Party and Seller's share of such tax liability after proration
314 shall be paid to Buyer from the escrow funds and the balance, if any, shall be paid to Seller. If Seller's obligation
315 after such proration exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly upon
316 demand.~~

317 **24. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal holidays.
318 Business Hours are defined as 8 a.m. to 6 p.m. Chicago time. In the event the Closing or Loan Contingency Date
319 described in this Contract does not fall on a Business Day, such date shall be the next Business Day.

320 **25. ELECTRONIC OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of
321 executing, negotiating, finalizing, and amending this Contract, and delivery thereof by one of the following
322 methods shall be deemed delivery of this Contract containing original signature(s). An acceptable facsimile
323 signature may be produced by scanning an original, hand-signed document and transmitting same by electronic
324 means. An acceptable digital signature may be produced by use of a qualified, established electronic security
325 procedure mutually agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an
326 established, mutually acceptable electronic method, such as creating a PDF ("Portable Document Format")
327 document incorporating the digital signature and sending same by electronic mail.

328 **26. DIRECTION TO ESCROWEE:** In every instance where this Contract shall be deemed null and void or if this
329 Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money
330 refunded upon the joint written direction by the Parties to Escrowee or upon an entry of an order by a court of
331 competent jurisdiction."

332 In the event either Party has declared the Contract null and void or the transaction has failed to close as provided
333 for in this Contract and if Escrowee has not received joint written direction by the Parties or such court order, the
334 Escrowee may elect to proceed as follows:

335 a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days
336 prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee intends
337 to disburse in the absence of any written objection. If no written objection is received by the date indicated in
338 the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice to the Parties.
339 **If any Party objects in writing** to the intended disbursement of Earnest Money then Earnest Money shall be
340 held until receipt of joint written direction from all Parties or until receipt of an order of a court of competent jurisdiction.
341 b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after
342 resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds deposited
343 with the Court the amount necessary to reimburse Escrowee for court costs and reasonable attorney's fees
344 incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to reimburse Escrowee
345 for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify Escrowee for additional
346 costs and fees incurred in filing the Interpleader action.

347 **27. NOTICE:** Except as provided in Paragraph 30 c) 2) regarding the manner of service for "kick-out" Notices, all
348 Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to
349 any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

350 a) By personal delivery; or

Buyer Initial bb Buyer Initial _____

Seller Initial _____ Seller Initial _____

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- b) By mailing to the addresses recited herein on Page 13 by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
- d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out of future e-mail Notice by any form of Notice provided by this Contract; or
- e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the overnight delivery company.
- f) If a Party fails to provide contact information herein, as required, Notice may be served upon the Party's Designated Agent in any of the manners provided above.
- g) The Party serving a Notice shall provide courtesy copies to the Parties' Designated Agents. Failure to provide such courtesy copies shall not render Notice invalid.

28. PERFORMANCE: Time is of the essence of this Contract. In any action with respect to this Contract, the Parties are free to pursue any legal remedies at law or in equity and the prevailing party in litigation shall be entitled to collect reasonable attorney fees and costs from the non-prevailing party as ordered by a court of competent jurisdiction.

THE FOLLOWING NUMBERED PARAGRAPHS ARE A PART OF THIS CONTRACT ONLY IF INITIALED BY THE PARTIES.

~~29. CONFIRMATION OF DUAL AGENCY: The Parties confirm that they have previously consented to _____ [LICENSEE] acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in this Contract.~~

~~30. SALE OF BUYER'S REAL ESTATE:~~

~~a) REPRESENTATIONS ABOUT BUYER'S REAL ESTATE: Buyer represents to Seller as follows:~~

~~1) Buyer owns real estate (hereinafter referred to as "Buyer's real estate") with the address of:~~

~~Address _____ City _____ State _____ Zip _____~~

~~2) Buyer [CHECK ONE] ☐ has ☐ has not entered into a contract to sell Buyer's real estate.~~

~~If Buyer has entered into a contract to sell Buyer's real estate, that contract:~~

~~a) [CHECK ONE] ☐ is ☐ is not subject to a mortgage contingency.~~

~~b) [CHECK ONE] ☐ is ☐ is not subject to a real estate sale contingency.~~

~~c) [CHECK ONE] ☐ is ☐ is not subject to a real estate closing contingency.~~

~~3) Buyer [CHECK ONE] ☐ has ☐ has not publicly listed Buyer's real estate for sale with a licensed real estate broker and in a local multiple listing service.~~

~~4) If Buyer's real estate is not publicly listed for sale with a licensed real estate broker and in a local multiple listing service, Buyer [CHECK ONE]:~~

~~a) ☐ Shall publicly list real estate for sale with a licensed real estate broker who will place it in a local multiple listing service within five (5) Business Days after Date of Acceptance.~~

~~[FOR INFORMATION ONLY] Broker: _____~~

~~Broker's Address: _____ Phone: _____~~

~~b) ☐ Does not intend to list said real estate for sale.~~

Buyer Initial bb Buyer Initial _____

Seller Initial _____ Seller Initial _____

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~~b) CONTINGENCIES BASED UPON SALE AND/OR CLOSING OF REAL ESTATE:~~

~~1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that is in full force and effect as of _____, 20 _____. Such contract should provide for a closing date not later than the Closing Date set forth in this Contract. If Notice is served on or before the date set forth in this subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this Contract shall be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's real estate is not served on or before the close of business on the date set forth in this subparagraph, Buyer shall be deemed to have waived all contingencies contained in this Paragraph 30, and this Contract shall remain in full force and effect. (If this paragraph is used, then the following paragraph must be completed.)~~

~~2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 30 b) 1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real estate prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of Buyer's real estate on or before _____, 20 _____. If Notice that Buyer has not closed the sale of Buyer's real estate is served before the close of business on the next Business Day after the date set forth in the preceding sentence, this Contract shall be null and void. If Notice is not served as described in the preceding sentence, Buyer shall have deemed to have waived all contingencies contained in this Paragraph 30, and this Contract shall remain in full force and effect.~~

~~3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph 30 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 30 b) 1)), Buyer shall, within three (3) Business Days of such termination, notify Seller of said termination. Unless Buyer, as part of said Notice, waives all contingencies in Paragraph 30 and complies with Paragraph 30 d), this Contract shall be null and void as of the date of Notice. If Notice as required by this subparagraph is not served within the time specified, Buyer shall be in default under the terms of this Contract.~~

~~c) SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE: During the time of this contingency, Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:~~

~~1) If Seller accepts another bona fide offer to purchase the Real Estate while contingencies expressed in Paragraph 30 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have ____ hours after Seller gives such Notice to waive the contingencies set forth in Paragraph 30 b), subject to Paragraph 30 d).~~

~~2) Seller's Notice to Buyer (commonly referred to as a "kick out" Notice) shall be in writing and shall be served on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such "kick out" Notice should be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide such courtesy copies shall not render Notice invalid. Notice to any one of a multiple person Buyer shall be sufficient Notice to all Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:~~

~~a) By personal delivery effective at the time and date of personal delivery; or~~

~~b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be effective at 10 a.m. on the morning of the second day following deposit of Notice in the U.S. Mail; or~~

~~c) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4 p.m. Chicago time on the next delivery day following deposit with the overnight delivery company, whichever first occurs.~~

~~3) If Buyer complies with the provisions of Paragraph 30 d) then this Contract shall remain in full force and effect.~~

~~4) If the contingencies set forth in Paragraph 30 b) are NOT waived in writing within said time period by Buyer, this Contract shall be null and void.~~

~~5) Except as provided in Paragraph 30 c) 2) above, all Notices shall be made in the manner provided by Paragraph 27 of this Contract.~~

~~6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or representative.~~

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438 ~~d) **WAIVER OF PARAGRAPH 30 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in~~
439 ~~Paragraph 30 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest~~
440 ~~money in the amount of \$ _____ in the form of a cashier's or certified check within the time specified.~~
441 ~~If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be deemed~~
442 ~~ineffective and this Contract shall be null and void.~~

443 ~~e) **BUYER COOPERATION REQUIRED:** Buyer authorizes Seller or Seller's agent to verify representations~~
444 ~~contained in Paragraph 30 at any time, and Buyer agrees to cooperate in providing relevant information.~~

445 ~~_____ **31. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered~~
446 ~~into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before~~
447 ~~_____, 20____. In the event the prior contract is not cancelled within the time specified, this Contract~~
448 ~~shall be null and void. If prior contract is subject to Paragraph 30 contingencies, Seller's notice to the purchaser~~
449 ~~under the prior contract should not be served until after Attorney Review and Professional Inspections provisions~~
450 ~~of this Contract have expired, been satisfied or waived.~~

451 ~~_____ **32. HOME WARRANTY:** Seller shall provide at no expense to Buyer a Home Warranty at a cost of~~
452 ~~\$ _____. Evidence of a fully pre-paid policy shall be delivered at Closing.~~

453 ~~_____ **33. WELL OR SANITARY SYSTEM INSPECTIONS:** Seller shall obtain at Seller's expense a well~~
454 ~~water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria and~~
455 ~~nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental Health~~
456 ~~Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to Closing, stating~~
457 ~~that the well and water supply and the private sanitary system are in operating condition with no defects noted. Seller~~
458 ~~shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that if the cost of~~
459 ~~remediating a defect or deficiency and the cost of landscaping together exceed \$3,000, and if the Parties cannot reach~~
460 ~~agreement regarding payment of such additional cost, this Contract may be terminated by either Party. Additional~~
461 ~~testing recommended by the report shall be obtained at the Seller's expense. If the report recommends additional~~
462 ~~testing after Closing, the Parties shall have the option of establishing an escrow with a mutual cost allocation for~~
463 ~~necessary repairs or replacements, or either Party may terminate this Contract prior to Closing. Seller shall deliver a~~
464 ~~copy of such evaluation(s) to Buyer not less than ten (10) Business Days prior to Closing.~~

465 ~~_____ **34. WOOD DESTROYING INFESTATION:** Notwithstanding the provisions of Paragraph 12, within~~
466 ~~ten (10) Business Days after Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written report, dated~~
467 ~~not more than six (6) months prior to the Date of Closing, by a licensed inspector certified by the appropriate state~~
468 ~~regulatory authority in the subcategory of termites, stating that there is no visible evidence of active infestation by~~
469 ~~termites or other wood destroying insects. Unless otherwise agreed between the Parties, if the report discloses~~
470 ~~evidence of active infestation or structural damage, Buyer has the option within five (5) Business Days of receipt of the~~
471 ~~report to proceed with the purchase or to declare this Contract null and void.~~

472 ~~_____ **35. POSSESSION AFTER CLOSING:** Possession shall be delivered no later than 11:59 p.m. on the~~
473 ~~date that is [CHECK ONE] ☐ _____ days after the date of Closing or ☐ _____, 20____ ("the Possession Date").~~
474 ~~Seller shall be responsible for all utilities, contents and liability insurance, and home maintenance expenses until~~
475 ~~delivery of possession. Seller shall deposit in escrow at Closing with an escrowee as agreed, the sum of \$ _____~~
476 ~~(if left blank, two percent (2%) of the Purchase Price) and disbursed as follows:~~

477 ~~a) The sum of \$ _____ per day for use and occupancy from and including the day after Closing to~~
478 ~~and including the day of delivery of Possession if on or before the Possession Date;~~

479 ~~b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after~~
480 ~~the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and~~

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481 e) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 21 have
482 been satisfied. Seller's liability under this paragraph shall not be limited to the amount of the possession escrow
483 deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.

484 **36. "AS IS" CONDITION:** This Contract is for the sale and purchase of the Real Estate in its "As Is"
485 condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with respect
486 to the condition of the Real Estate have been made by Seller or Seller's Designated Agent other than those known
487 defects, if any, disclosed by Seller. Buyer may conduct at Buyer's expense such inspections as Buyer desires. In that
488 event, Seller shall make the Real Estate available to Buyer's inspector at reasonable times. Buyer shall indemnify Seller
489 and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person
490 performing any inspection. In the event the inspection reveals that the condition of the Real Estate is unacceptable
491 to Buyer and Buyer so notifies Seller within five (5) Business Days after Date of Acceptance, this Contract shall be
492 null and void. Buyer's notice SHALL NOT include a copy of the inspection report, and Buyer shall not be obligated
493 to send the inspection report to Seller absent Seller's written request for same. Failure of Buyer to notify Seller or
494 to conduct said inspection operates as a waiver of Buyer's right to terminate this Contract under this paragraph and
495 this Contract shall remain in full force and effect. Buyer acknowledges that the provisions of Paragraph 12 and the
496 warranty provisions of Paragraph 3 do not apply to this Contract. Nothing in this paragraph shall prohibit the exercise
497 of rights by Buyer in Paragraph 33, if applicable.

498 ~~**37. SPECIFIED PARTY APPROVAL:** This Contract is contingent upon the approval of the Real~~
499 ~~Estate by _____ Buyer's Specified Party, within five (5) Business Days after Date~~
500 ~~of Acceptance. In the event Buyer's Specified Party does not approve of the Real Estate and Notice is given to Seller~~
501 ~~within the time specified, this Contract shall be null and void. If Notice is not served within the time specified, this~~
502 ~~provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.~~

503 **38. ATTACHMENTS:** The following attachments, if any, are hereby incorporated into this Contract
504 [IDENTIFY BY TITLE]: RIDER TO REAL ESTATE CONTRACT FOR THE SALE OF 1417 DEAN STREET,
505 ST. CHARLES, ILLINOIS 60174.

506 **39. MISCELLANEOUS PROVISIONS:** Buyer's and Seller's obligations are contingent upon the
507 Parties entering into a separate written agreement consistent with the terms and conditions set forth herein, and with
508 such additional terms as either Party may deem necessary, providing for one or more of the following [CHECK APPLICABLE BOXES]:

- | | | |
|---|--|--|
| 509 <input type="checkbox"/> Articles of Agreement for Deed | <input type="checkbox"/> Assumption of Seller's Mortgage | <input type="checkbox"/> Commercial/Investment |
| 510 <input type="checkbox"/> or Purchase Money Mortgage | <input type="checkbox"/> Cooperative Apartment | <input type="checkbox"/> New Construction |
| 511 <input type="checkbox"/> Short Sale | <input type="checkbox"/> Tax-Deferred Exchange | <input type="checkbox"/> Vacant Land |
| 512 <input type="checkbox"/> Multi-Unit (4 Units or fewer) | <input type="checkbox"/> Interest Bearing Account | <input type="checkbox"/> Lease Purchase |

Buyer Initial bb Buyer Initial _____

Seller Initial _____ Seller Initial _____

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513 THE PARTIES ACKNOWLEDGE THAT THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND IS SUBJECT TO THE
514 COVENANT OF GOOD FAITH AND FAIR DEALING IMPLIED IN ALL ILLINOIS CONTRACTS.

515 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.

516 THE PARTIES REPRESENT THAT THE TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL MULTI-
517 BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0.

518 6/4/2024
519 Date of Offer DATE OF ACCEPTANCE
520 Barbara Beckman, Executive Director
521 Buyer Signature Seller Signature
522
523 Buyer Signature Seller Signature
524 Habitat for Humanity of Northern Fox Valley City of St. Charles, an Illinois Municipal Corporation
525 Print Buyer(s) Name(s) [REQUIRED] Print Seller(s) Name(s) [REQUIRED]
526 56 S Grove Avenue 2 E. Main St.
527 Address [REQUIRED] Address [REQUIRED]
528 Elgin, IL 60120 St. Charles, IL 60174
529 City, State, Zip [REQUIRED] City, State, Zip [REQUIRED]
530 847-836-1432 barb.beckman@habitatnfv.org 630-377-4400
531 Phone E-mail Phone E-mail

532 **FOR INFORMATION ONLY**

533 N/A N/A
534 Buyer's Brokerage MLS # State License # Seller's Brokerage MLS # State License #
535 N/A N/A
536 Address City Zip Address City Zip
537 N/A N/A
538 Buyer's Designated Agent MLS # State License # Seller's Designated Agent MLS # State License #
539 N/A N/A
540 Phone Fax Phone Fax
541 N/A N/A
542 E-mail E-mail
543 Helmut Gerlach helmutgerlach@sbeglobal.net Nicholas S. Peppers npeppers@srd-law.com
544 Buyer's Attorney E-mail Seller's Attorney E-mail
545 9501 W. Devon Ave, Ste 800 Rosemont IL 60018
546 Address City State Zip Address City State Zip
547 847-318-9500
548 Phone Fax Phone Fax
549 N/A N/A
550 Mortgage Company Phone Homeowner's/Condo Association (if any) Phone
551 N/A N/A
552 Loan Officer Phone/Fax Management Co./Other Contact Phone
553 N/A N/A
554 Loan Officer E-mail Management Co./Other Contact E-mail

555 **Illinois Real Estate License Law requires all offers be presented in a timely manner; Buyer requests verification that this offer was presented.**
556 **Seller rejection:** This offer was presented to Seller on _____, 20____ at ____:____ a.m./p.m. and rejected on _____
557 _____, 20____ at ____:____ a.m./p.m. _____ [SELLER INITIALS]

558 © 2018 Illinois Real Estate Lawyers Association. All rights reserved. **Unauthorized duplication or alteration of this form or any portion thereof is prohibited.** Official form available at www.inrla.org
559 (website of Illinois Real Estate Lawyers Association). Approved by the following organizations, December 2018: Belvidere Board of REALTORS® · Chicago Association of REALTORS® · Chicago Bar
560 Association · DuPage County Bar Association · Heartland REALTOR® Organization · Grundy County Bar Association · Hometown Association of REALTORS® · Illinois Real Estate Lawyers Association ·
561 Illini Valley Association of REALTORS® · Kane County Bar Association · Kankakee-Iroquois-Ford County Association of REALTORS® · Mainstreet Organization of REALTORS® · McHenry County Bar
562 Association · North Shore-Barrington Association of REALTORS® · North Suburban Bar Association · Northwest Suburban Bar Association · Oak Park Area Association of REALTORS® · REALTOR®
563 Association of the Fox Valley, Inc. · Three Rivers Association of REALTORS® · Will County Bar Association ·

Address: 1417 Dean Street, St. Charles, Illinois 60174

v7.0

RIDER TO REAL ESTATE CONTRACT FOR THE SALE OF 1417 DEAN STREET, ST. CHARLES, ILLINOIS 60174

4th This rider ("Rider") to the above-referenced real estate contract is made and entered into this day of June, 2024, by and between the City of St. Charles, Illinois, an Illinois municipal corporation, (hereinafter referred to as the "Seller") and Habitat for Humanity of Northern Fox Valley, a 501(c)(3) not-for-profit organization (hereinafter referred to as the "Buyer").

WITNESSETH:

WHEREAS, the Seller is currently the owner of the property commonly known as 1417 Dean Street, St. Charles, Illinois 60174, as well as adjacent City right-of-way vacated under City Ordinance No. 2024-M_____, described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as the "Subject Property"); and,

WHEREAS, concurrently with the entry into this Rider the Seller and Buyer are entering into a Real Estate Contract ("Real Estate Contract") providing for the sale of the Subject Property from the Seller to the Buyer (this Rider, along with such Real Estate Contract, is hereinafter referred to as the "Subject Contract"); and,

WHEREAS, the parties wish to set forth further agreements between them regarding the sale of the Subject Property to the Subject Contract and incorporate this Rider into the Subject Contract.

NOW, THEREFORE, for and in consideration of the mutual undertakings in the Subject Contract, the undertakings in this Rider, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Following the purchase of the Subject Property from the Seller, the Buyer agrees to construct a single-family home on the Subject Property in accordance with the terms, conditions and provisions of City of St. Charles Ordinance No. 2024 M-_____ dated _____. Said single-family home shall be sold to a homebuyer with a household income not to exceed 80% of the Area Median Income, and shall be conveyed from Seller to Buyer with a covenant reflecting the conditions in the Subject Contract.
2. The Buyer agrees that site development work and construction to occur on the Subject Property in conjunction with development of said single-family home shall comply with all applicable Federal, State, and City codes and requirements.
3. The Buyer agrees to submit all required plans and applications for building permit for construction of said single-family home to the City of St. Charles within six (6) months of conveyance of the Subject Property.
4. The Buyer agrees to begin construction on said single-family home in a timely manner upon issuance of a building permit by the City of St. Charles, as weather and site conditions permit.
5. In the event of a default with respect to one or more of the conditions above, and/or in the event the Buyer otherwise breaches the terms of the Subject Contract, which default has not been cured within thirty (30) days after receipt of written notice of such default, the Seller may file suit with the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois, for a determination that the conditions have been violated and/or the Buyer has so breached the Subject Contract, and may then pursue any and all available remedies at law, equity or

otherwise including but not limited to providing a judgment and terminating the Buyer's rights in and to the Subject Property and require that conveyance back to the Seller of the Buyer's rights, title and/or interest in and to the Subject Property for the original price paid by the Buyer to the Seller, free and clear of all rights of the Buyer and any other person or entity.

6. The failure by a party to enforce any provisions of the Subject Contract against the other party shall not be deemed a waiver of the right to do so thereafter.
7. The Subject Contract is and shall be deemed and construed to be a joint and collective work product of the Seller and the Buyer, and, as such, the Subject Contract shall not be construed against the other party, as the otherwise purported drafter of same, by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict, if any, in the terms and provisions contained herein.
8. The Subject Contract shall be binding on the parties hereto and their respective successors and permitted assigns. The Subject Contract and the obligations herein may not be assigned without the express written consent of each of the parties hereto, which consent may be withheld at the sole discretion of either of the parties hereto.
9. The Subject Contract is not intended and shall not be deemed or construed to create an employment, joint venture, partnership or other agency relations between the parties hereto.
10. Buyer shall not encumber, sell, convey or otherwise transfer their interest in the Subject Property prior to Buyer having completed construction of said single-family home on the Subject Property and prior to the issuance of a Certificate of Occupancy by the City of St. Charles confirming the same.
11. Venue for the resolution of any disputes or enforcement of any rights arising out of or in connection with the Subject Contract shall be in the Circuit Court of Kane County, Illinois. In no event shall the City be liable for monetary damage to the Buyer for any reason, including, but not limited to, compensatory, consequential or incidental damages or attorney's fees.
12. The terms of the Subject Contract shall be severable. In the event that any of the terms or provisions of the Subject Contract are deemed to be void or otherwise unenforceable for any reason, the remainder of the Subject Contract shall remain in full force and effect.
13. The Subject Contract shall not be modified or amended other than by written agreement of the parties hereto.
14. This Rider is incorporated into and made part of the Subject Contract. In the event of any conflict between the terms of this Rider and the terms of the Real Estate Contract, the terms of this Rider shall control. All the obligations of the parties under this Rider to the Real Estate Contract shall be deemed remade as of the closing and shall survive the closing, and the remedies for breach thereof shall survive the closing and shall not be merged into the closing documents.

IN WITNESS WHEREOF, Seller and Buyer have entered into and executed this Rider as of the date and year first written above.

Seller:

City of St. Charles, Illinois

By: _____
City Administrator

Attest: _____
City Clerk

Buyer:
Habitat for Humanity of Northern Fox Valley

By: Barbara Fuchman

Its Executive Director

EXHIBIT A
"Vacated City Right-of-Way"

THAT PART OF THE NORTH 15TH STREET RIGHT-OF-WAY, PER DEDICATION RECORDED APRIL 6, 1983 AS DOCUMENT 1634667, IN KANE COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF LOT 2 IN WILLIAM BALIS SUBDIVISION ACCORDING TO THE PLAT THEREOF, RECORDED SEPTEMBER 5, 1911 IN BOOK 20 OF PLATS, PAGE 21; THENCE SOUTH 66 DEGREES 05 MINUTES 41 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID LOT 2, 69.10 FEET TO THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF NORTH 15TH STREET, PER SAID DEDICATION FOR A POINT OF BEGINNING; THENCE SOUTH 07 DEGREES 09 MINUTES 23 SECONDS WEST, 20.15 FEET; THENCE SOUTHERLY 65.00 FEET, ALONG A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 417.00 FEET, A CHORD THAT BEARS SOUTH 15 DEGREES 43 MINUTES 18 SECONDS WEST AND A CHORD OF 64.93 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 2, SAID POINT BEING 71.00 FEET WESTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF SAID NORTH 15TH STREET, AS MEASURED ALONG SAID SOUTHERLY LINE; THENCE NORTH 89 DEGREES 54 MINUTES 58 SECONDS WEST, ALONG SAID SOUTHERLY LINE, 16.45 FEET TO SAID EXISTING WESTERLY RIGHT-OF-WAY LINE; THENCE NORTH 23 DEGREES 54 MINUTES 19 SECONDS EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 90.21 FEET TO SAID POINT OF BEGINNING.

(Sanitary and Watermain)

**City of St. Charles
Kane and DuPage Counties**

ACCEPTANCE RESOLUTION

Subdivision Name: Prairie Centre – 2060 Lincoln Hwy

Whereas 2060 Lincoln LLC, the Developer of
Prairie Centre – 2060 Lincoln Hwy – Mixed Use Building MUD1, constructed public sanitary sewer and
watermain and appurtenances in easements as described in the attached exhibits in the aforesaid
Subdivision; and

Whereas, the Developer has constructed public sanitary sewer and watermain and
appurtenances in accord with the plans and specifications, heretofore approved by the City of St. Charles;
and

Whereas, the constructed public sanitary sewer and watermain and appurtenances have
been inspected by the Engineer for the sub divider and by a representative for the City of St. Charles and
are found to be satisfactory;

Now, Therefore, Be It Resolved by the City Council of St. Charles, that said Council
hereby approves and accepts the constructed public sanitary sewer and watermain and appurtenances. It
being understood that this acceptance and/or approval in no way relieves the Developer of his Surety of
any obligation for maintenance for a period of one (1) year as provided for in said Contract.

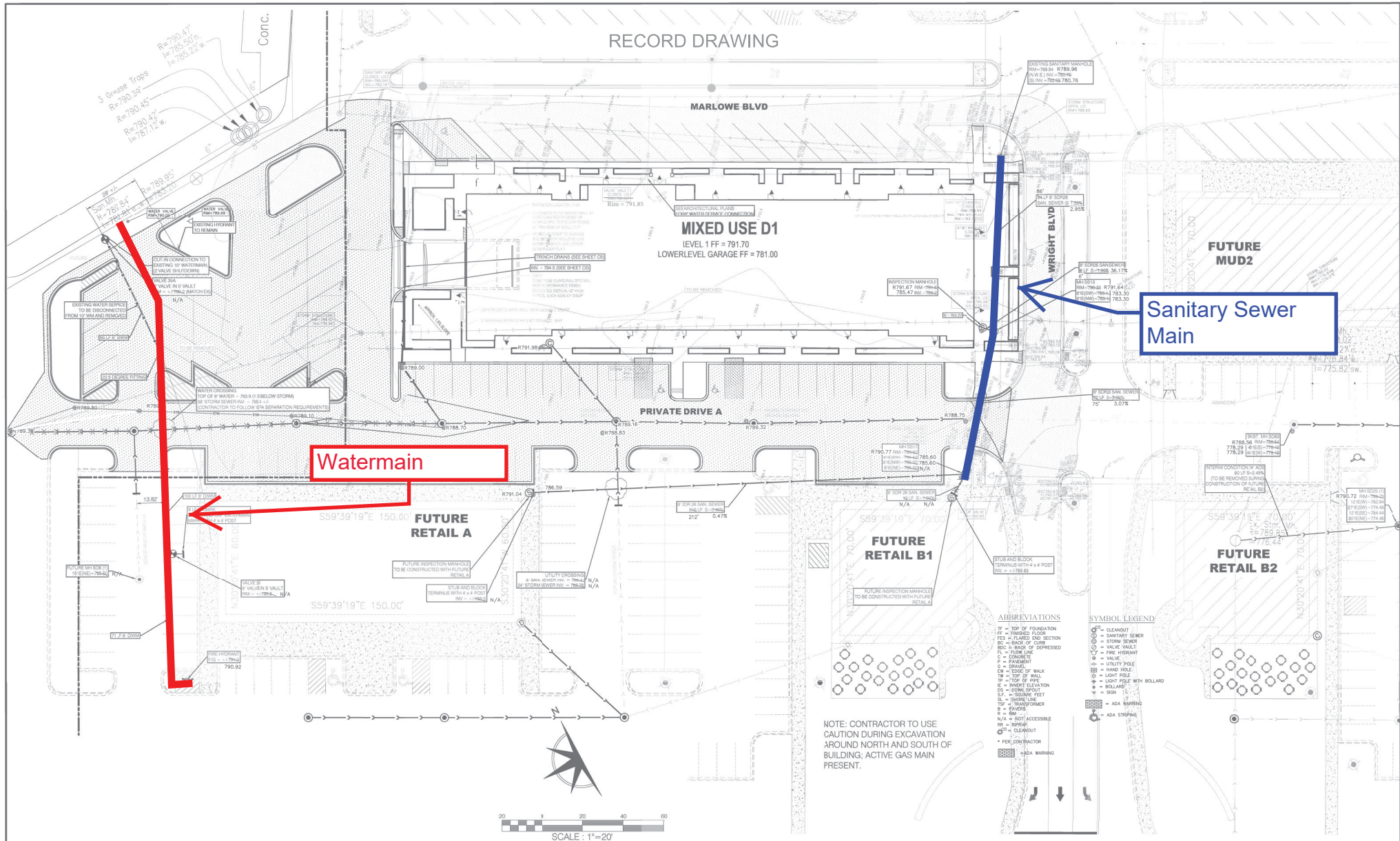
Passed by the City Council of the City of St. Charles, this ____ day of _____, 2024,
and **APPROVED** by the Mayor of said City of St. Charles, this ____ day of _____, 2024.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A



PREPARED FOR:
SHODEEN, INC.
77 NORTH FIRST STREET
GENEVA, IL 60134

PREPARED BY:
ESM CIVIL SOLUTIONS, LLC
Civil Engineering - Land Entitlement - Project Feasibility
1315 Macon Drive - Suite 205 Naperville Illinois 60564
© 630-300-0993 © 630-624-0520

		REVISIONS			
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1	05-25-22	FIELD CHANGE TO 8" RM WEST OF MUD1 AND SERVICE TO RETAIL "A"			
2	06-7-22	ADDED EXISTING WATERMAIN SOUTH OF JEWEL			
3	07-3-22	REVISED PER CITY EMAIL DATED 6-20-22			

UTILITY PLAN					
PRAIRIE CENTRE - UNIT MUD1					
FILE NAME: GEOMETRIC	DSGN BY: ESM	JOB NO:	PL3 BK:	SHEET NO:	
DISC NUM:	DRN BY: TWA	DATE: 12-07-2020	SCALE: 1"=20'	C6 of C12	

(Sanitary and Watermain)

**City of St. Charles
Kane and DuPage Counties**

ACCEPTANCE RESOLUTION

Subdivision Name: 7 S 2nd Ave

Whereas Frontier Development, the Developer of 7 S 2nd Ave (Idle Hour Theater), constructed public sanitary sewer and watermain and appurtenances in easements as described in the attached exhibits in the aforesaid Subdivision; and

Whereas, the Developer has constructed public sanitary sewer and watermain and appurtenances in accord with the plans and specifications, heretofore approved by the City of St. Charles; and

Whereas, the constructed public sanitary sewer and watermain and appurtenances have been inspected by the Engineer for the sub divider and by a representative for the City of St. Charles and are found to be satisfactory;

Now, Therefore, Be It Resolved by the City Council of St. Charles, that said Council hereby approves and accepts the constructed public sanitary sewer and watermain and appurtenances. It being understood that this acceptance and/or approval in no way relieves the Developer of his Surety of any obligation for maintenance for a period of one (1) year as provided for in said Contract.

Passed by the City Council of the City of St. Charles, this ____ day of _____, 2024, and **APPROVED** by the Mayor of said City of St. Charles, this ____ day of _____, 2024.

MAYOR

ATTEST:

CITY CLERK

City of St. Charles, Illinois
Resolution No. 2024-_____

**Resolution to Waive the Formal Bid Procedure and Authorize a Professional
Services Agreement with TPI Building and Code Consultants Inc. for
Inspection and Plan Review Services**

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

WHEREAS, the Community Development Department is seeking consultant services for Inspection and Plan Review Services for Building Permits, which are reimbursed by Building Permit applicants; and

WHEREAS, TPI Building and Code Consultants Inc. has successfully provided this service in past years and has not increased rates since a Proposal was accepted in 2021; and

WHEREAS a request has been made to waive the Bid Procedure and proceed with entering a contract with TPI Building and Code Consultants Inc. for these services for the 2024-2025 Fiscal Year.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, to Waive the Formal Bid Procedure and Authorize a Professional Services Agreement with TPI Building and Code Consultants Inc. for Inspection and Plan Review Services, in the amount of \$50,000.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 17th day of June 2024.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 17th day of June 2024.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this 17th day of June 2024.

Lora A. Vitek, Mayor

Attest:

City Clerk/Recording Secretary

Voice Vote:

Ayes:


Resolution No. _____

Page 2

Nays:

Absent:

Abstain:

 CITY OF ST. CHARLES ILLINOIS • 1834	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: IIIC9
	Title:	Motion to Approve a Resolution Authorizing the Execution of a Shared Parking Agreement with St. Charles Public Library	
	Presenter:	Derek Conley, Economic Development Director	
Meeting: City Council		Date: June 17, 2024	
Proposed Cost: \$3,000		Budgeted Amount: \$3,000	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain): <p>In 2023-24, the City conducted a parking needs and operations study for downtown on-street and off-street parking. The study focuses on inventory, occupancy, adequacy, operations, technology, wayfinding, enforcement, and made recommendations to improve the downtown parking experience. One recommendation included in the study was to expand the St. Charles parking supply by entering into shared parking agreements with property owners that control downtown parking lots. The shared parking agreements would convert the privately-owned lots into public parking during times there would not be interference with the private entity's hours of operation.</p> <p>In an effort to create a better parking experience for the downtown, City staff has been working with the Library staff to craft a shared parking agreement. The key points of the share parking agreement with the St. Charles Public Library is below:</p> <ul style="list-style-type: none"> • The portion of the Library's parking lot, identified as Exhibit "B" of the agreement would be converted into public parking limited to the days and hours of Fridays between the hours 8pm to 2am and Saturdays between the hours 5pm to 4am. • On an annual basis, the City would reimburse the Library for 7% for maintenance costs related to snow removal, pavement patching, pavement sealing and marking to define stalls, limited to the Public Parking Easement Area. This annual reimbursement shall not exceed \$10,000 in a single fiscal year/calendar year; however, the total amount is expected to be much less the maximum amount. City Staff would not be responsible for coordinating any snow removal or maintenance work. • This would be a three-year agreement; however, each entity would have the right to terminate with 90-day notice. • The City shall be responsible for installation and maintenance of public parking signs and other necessary wayfinding signage <p>The agreement was presented and approved by the Library board on June 12.</p>			
Attachments (please list): Shared Parking Agreement with St. Charles Public Library			
Recommendation/Suggested Action (briefly explain): Motion to Approve a Resolution Authorizing the Execution of a Shared Parking Agreement with St. Charles Public Library			

City of St. Charles, Illinois
Resolution No. 2024-_____

**A Resolution Authorizing the Mayor and City Clerk of the City of St. Charles
to Execute an Agreement with the St. Charles Public Library for Fiscal Year
2024-2025**

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

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

PRESENTED to the City Council of the City of St. Charles, Illinois this 17th day of June, 2024.

PASSED by the City Council of the City of St. Charles, Illinois this 17th day of June, 2024.

APPROVED by the Mayor of the City of St. Charles, Illinois this 17th day of June, 2024.

Lora A. Vitek, Mayor

ATTEST: _____

City Clerk/Recording Secretary

COUNCIL VOTE:

Ayes:

Nays:

Abstain:

Absent:

Resolution No. _____

Page 2

Exhibit “A”

Agreement between the City of St. Charles and the St. Charles Public Library

Prepared by and Mailed to:

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

For Recorder's Use Only

SHARED PARKING AGREEMENT

This SHARED PARKING AGREEMENT ("Agreement") made and entered into this _____ day of May, between the CITY OF ST. CHARLES, Kane And DuPage, Illinois, an Illinois municipal corporation, hereinafter referred to as the "City," and the St. Charles Public Library, an Illinois public library district, hereinafter referred to as the "Library."

WITNESSETH

WHEREAS, the CITY deems it necessary to provide additional public parking spaces for the Central Business District; and

WHEREAS, the LIBRARY is desirous of providing additional public parking which would be available for public use on property it owns which is legally described as in EXHIBIT "A" ("Property").

NOW, THEREFORE, in consideration of the premises and the mutual agreements of the parties hereto, it is hereby agreed by and between the CITY and LIBRARY as follows:

SECTION 1. Public Parking Easement over Property. For the term of this Agreement, the Library hereby grants, gives, and conveys to the City a non-exclusive easement on, over and across a portion of the Property for use by the general public for the parking of motor vehicles in the parking spaces designated thereon and ingress and egress to and from said parking spaces, as depicted and described on EXHIBIT "B", attached hereto and made a part hereof ("Public Parking Easement Area"). No barrier, curb or other improvements shall be erected in, on or above the Property or otherwise which would prohibit or prevent ingress or egress to and from said Public Parking Easement Area by motor vehicles or pedestrians or the exercise of any easement rights granted to the City herein on the Property. Said Public Parking Easement Area shall be subject to the additional terms and conditions set forth herein. Any additional rights or easements granted by the Library over the Public Parking Easement Area and the Property shall not interfere with the City's use of said Public Parking Easement Area, as may be provided for under this Agreement.

SECTION 2. Public Parking Permitted Time. Public parking time for the Public Parking Easement Area is limited to the days and hours of Fridays between the hours 8pm to 2am and Saturdays between the hours 5pm to 2am ("Public Parking Permitted Time").

SECTION 3. Special Event Closure. The Library reserves the right to adjust the Public Permitted Parking Time for a given weekend upon one-month prior notice to the City for the purpose of any event in which the Public Parking Easement Area is necessary to accommodate for any Library special events.

SECTION 4. Public Parking Signage. The City shall be responsible for installation and maintenance of Public Parking Signs and other necessary wayfinding signage, as shown on EXHIBIT B. Signage shall be reviewed and approved by Library prior to installation.

SECTION 5. Maintenance of the General Parking Area. The City shall, on an annual basis, reimburse the Library for 7% for maintenance costs related to snow removal, pavement patching, pavement sealing and marking to define stalls, limited to the Public Parking Easement Area. This annual reimbursement shall not exceed \$10,000 in a single fiscal year/calendar year.

SECTION 6. Term of the Agreement. This Agreement shall be effective as of the date set forth above and shall continue through December 31, 2025. Upon mutual agreement of the Parties, this Agreement may be extended for successive three (3) year periods (each a "Renewal Term") such mutual agreement to be evidenced by an extension agreement executed by both Parties and recorded with the Office of the Recorder for Kane County, Illinois. In order to give effect to this provision, no less than 90 days before expiration of the Initial Term or any Renewal Term, each party shall send notice to the other as to such party's intent to interest in extending the Term. Within ten (10) business days of the first of such notices to be sent, the parties shall meet and confer to determine whether such mutual agreement can be reached.

Termination by Either Party: Either party may terminate this Agreement by providing written notice to the other party at least ninety (90) days prior to the intended termination date. Upon receipt of such notice, both parties shall make reasonable efforts to fulfill any outstanding obligations under this Agreement prior to the termination date.

SECTION 7. Indemnification. For injuries or property damage occurring during the Term of the Agreement and except for the Library's negligence or willful misconduct, the City will indemnify and hold the Library harmless from any liabilities, losses, damages, expenses, suites, judgments, reasonable counsel fees and all reasonable costs of defense whatsoever for personal injuries or property damage arising during the course of this agreement arising out of the use, maintenance, ad operation of the Public Parking Easement Area that is the subject of this Agreement. The city agrees to obtain and maintain commercial general liability insurance for the use of the Public Parking Easement Area as created by this Agreement, naming the Library as an additional insured and produce evidence annually of such insurance. Such insurance shall include an "each occurrence" limit of not less than One Million Dollars (\$1,000,000.00) and a general aggregate limit of not less than Two Million Dollars (\$2,000,000.00). Notwithstanding the foregoing, the City reserves the right to self-insure for the benefit of the Library, to the extent stated above.

SECTION 8. Covenants Running with the Land; Recording. All provisions of this Agreement, including the benefits and burdens set forth herein, shall run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto. A fully executed copy of this Agreement shall be recorded with the Office of the Record, Kane County, Illinois.

SECTION 9. Interpretation. The rule of strict construction does not apply to the grants herein. The grants herein shall be given a reasonable construction to carry out the intention of the parties hereto.

SECTION 10. Notices. All notices given pursuant to this Agreement shall be in writing and shall be given by (a) personal delivery, (b) electronic communications, between 9:00 a.m. and 5:00 p.m. CST Monday through Friday, (c) overnight courier, (d) registered or certified first-class mail, post prepaid, return receipt requested, or (e) priority mail with delivery confirmation. The parties expressly agree that notices given by attorneys on behalf of their client(s) in the manner provided in this subsection are effective and recognized notice pursuant to this Agreement. All notices shall be sent to the person and address set forth below:

If to the Library: _____

Email: _____

If to the City: City of St. Charles
2 East Main Street
St. Charles, Illinois 60174
Attn: Administrator
Email: hmcguire@stcharlesil.gov

or such other address as either party may from time to time designate upon thirty (30) days' prior written notice to the other. Any notice given under this Agreement shall be in writing and deemed received when personally delivered, transmission of e-mail or other electronic transmission, or received by overnight mail.

SECTION 11. Miscellaneous.

a. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

b. The headings of the articles, sections, paragraphs, subparagraphs, subdivisions, and subsections of this Agreement are for the convenience of reference only, are not to be considered a part hereof and do not limit or otherwise affect any of the terms hereof.

c. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision is ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

d. Whenever the singular or plural number, or the masculine, feminine, or neutral gender is used herein, it legally includes the other.

e. Neither this Agreement nor any provision hereof may be changed, waived, discharged, modified, or terminated orally, but only by an instrument in writing signed by all of the parties.

f. This Agreement does not create an association, partnership, joint venture or a principal and agency relationship between the parties.

g. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

SECTION 12. Exhibits. The following exhibits are attached hereto and made a part hereof:

Exhibit "A"	Library Legal Description
Exhibit "B"	Public Parking Easement Area

IN WITNESS WHEREOF, the parties hereby have executed this Shared Parking Agreement as of the date first above written.

CITY OF ST. CHARLES, an Illinois municipal corporation

By: _____
Mayor Lora A. Vitek

Attest: _____
Nancy Garrison, City Clerk

ST. CHARLES PUBLIC LIBRARY DISTRICT, an Illinois public library district

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, a Notary Public, do hereby certify that Lora A. Vitek, the Mayor of the City of St. Charles, and Nancy Garrison, City Clerk of the City of St. Charles, each personally known to me to be the persons whose names are subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as such Mayor and Clerk of said City, as their free and voluntary act, and as the free and voluntary act and deed of said City, for the purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2024.

My commission expires:

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, a Notary Public, do hereby certify that _____, the _____ of the St. Charles Public Library District, and _____, _____ of the St. Charles Public Library District, each personally known to me to be the persons whose names are subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as such _____ and _____ of said Library District, as their free and voluntary act, and as the free and voluntary act and deed of said Library District, for the purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2024.

My commission expires:

Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

St. Charles Public Library Property:

PARCEL ONE: LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 9 OF THE ORIGINAL TOWN OF ST. CHARLES (EXCEPT THAT PART OF SAID LOTS 4 AND 5 LYING WESTERLY OF THE EAST LINE OF A TRACT OF LAND CONVEYED BY DOCUMENT 1723758 AND ALSO EXCEPT THAT PART OF SAID LOT 4 LYING WESTERLY OF THE EAST LINE OF A TRACT OF LAND CONVEYED BY DOCUMENT 96K038592); THE NORTH HALF OF VACATED WALNUT AVENUE LYING BETWEEN FIFTH AVENUE SOUTH AND SIXTH AVENUE SOUTH (EXCEPT THE WESTERLY 3.0 FEET THEREOF); VACATED SIXTH AVENUE SOUTH LYING SOUTHERLY OF THE NORTHERLY LINE EXTENDED EASTERLY OF BLOCK 9 IN SAID ORIGINAL TOWN OF ST. CHARLES AND NORTHERLY OF THE SOUTHERLY LINE EXTENDED EASTERLY OF SAID BLOCK 9, AND ALSO; LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9 IN BLOCK 15 OF MINARD, FERSON AND HUNT'S ADDITION TO ST. CHARLES (EXCEPT THAT PART OF LOT 1 LYING NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF A TRACT OF LAND CONVEYED BY DOCUMENT 96K042195), ALL IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL TWO: LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12 IN BLOCK 16 OF MINARD, FERSON AND HUNT'S ADDITION TO ST. CHARLES, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PIN: _____

EXHIBIT "B"

GENERAL PUBLIC PARKING AREA

