

AGENDA
CITY OF ST. CHARLES
PLANNING & DEVELOPMENT COMMITTEE
ALD. PAUL LENCIONI – CHAIR
MONDAY, NOVEMBER 13, 2023 - 7:00 PM
CITY COUNCIL CHAMBERS
2 E. MAIN STREET

1. CALL TO ORDER

2. ROLL CALL

3. 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.

4. COMMUNITY & ECONOMIC DEVELOPMENT

- a. Recommendation to Approve Winter 2023 Outdoor Dining Plan for Gia Mia
- b. Recommendation to Approve Winter 2023 Outdoor Dining Plan for Alter Brewing
- c. Recommendation to Approve Summer 2024 Outdoor Dining for First Street Plaza Plan
- d. An Ordinance Amending Title 12, “Streets, Sidewalks, Public Places and Special Events” Section 12.04.102 “Outdoor cafes and food carts in public places” (Modifications to Design standards for Outdoor Dining)
- e. An Ordinance Amending Title 12, “Streets, Sidewalks, Public Places and Special Events” Section 12.04.102 “Outdoor cafes and food carts in public places” (Increase to Permits fees for use of First Street Plaza for Outdoor Dining)
- *f. Recommendation to approve a Change Order to a Professional Services Agreement with TPI Building and Code Consultants Inc. for Code Enforcement Services

5. PUBLIC COMMENT

6. ADDITIONAL ITEMS FROM MAYOR, COUNCIL OR STAFF

7. 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)

8. 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).

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4a
	Title:	Recommendation to Approve Outdoor Café Layout for the First Street Plaza for Winter 2023 for Gia Mia	
	Presenter:	Derek Conley, Economic Development Director	
Meeting: Planning & Development Committee		Date: November 13, 2023	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: TIF 4 - First Street (VOTING RESTRICTION)			
Executive Summary (if not budgeted, please explain):			
<p>The City Code allows businesses in the CBD-1 Central Downtown Business District to utilize public sidewalks and plazas for outdoor cafés, subject to meeting certain standards and obtaining a 100-day Sidewalk Café permit, with two permitting periods for the Winter season between November 1 and April 14.</p> <p>Staff has been approached by Gia Mia with an interest to utilizing the plaza space in a limited manner during the winter months. Gia Mia would like to install an awning that could be temporarily enclosed during winter months, similar to last winter season.</p> <p>The layout for Gia Mia is attached for reference.</p>			
Attachments (please list):			
Resolution including Exhibit A: Site layout for Gia Mia			
Recommendation/Suggested Action (briefly explain):			
Recommendation to Approve a Resolution Approving an Outdoor Café Layout for the First Street Plaza for Winter 2023 for Gia Mia			

**City of St. Charles, Illinois
Resolution No. 2023-_____**

**Resolution Approving an Outdoor Café Layout for the First Street
Plaza for Winter 2023 for Gia Mia**

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

WHEREAS, Title 12, “Streets, Sidewalks, Public Places and Special Events”, Chapter 12.04, “General Provisions,” Section 12.04.102, “Outdoor Cafés in Public Places” of the St. Charles Municipal Code, Section B.2, provides that the City Council shall authorize a plan for the layout of Outdoor Cafés on the First Street East Plaza.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois:

WHEREAS, The City Administrator is authorized to issue Outdoor Café Permit for the First Street Plaza for Gia Mia, per Section 12.04.102, for Winter Season 2023, in accordance with the Outdoor Café Layout attached as Exhibit “A”.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 20th day of November 2023.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 20th day of November 2023.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this 20th day of November 2023.

Lora A. Vitek, Mayor

Attest:

City Clerk/Recording Secretary

Voice Vote:

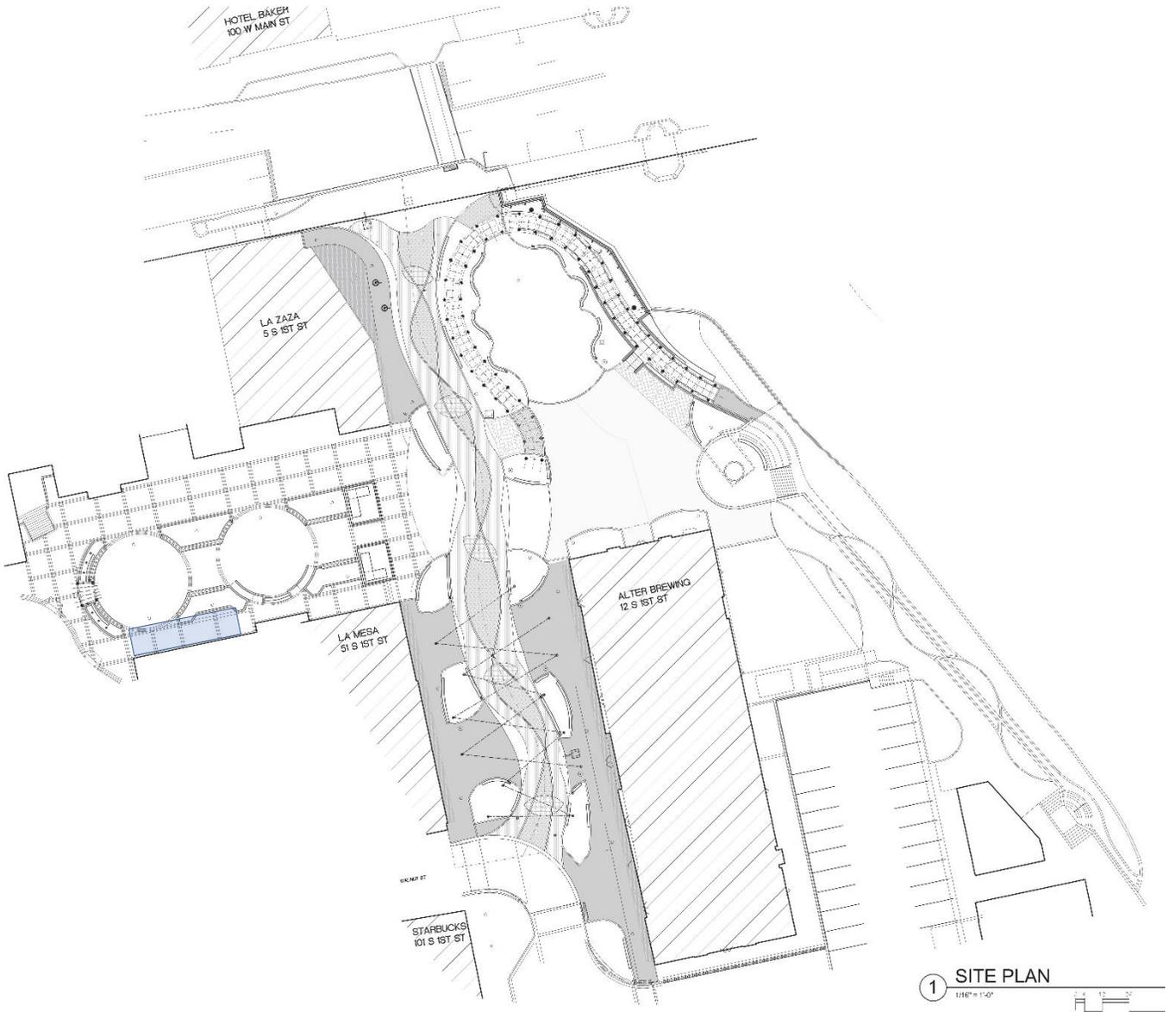
Ayes:

Nays:

Absent:

Abstain:

EXHIBIT "A"
2023 First Street East Plaza Outdoor Café Layout – Gia Mia



 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4b
	Title:	Recommendation to Approve Outdoor Café Layout for the First Street Plaza for Winter 2023 for Alter Brewing	
	Presenter:	Derek Conley, Economic Development Director	
Meeting: Planning & Development Committee		Date: November 13, 2023	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: TIF 7 - Central Downtown (VOTING RESTRICTION)			
Executive Summary (if not budgeted, please explain):			
<p>The City Code allows businesses in the CBD-1 Central Downtown Business District to utilize public sidewalks and plazas for outdoor cafés, subject to meeting certain standards and obtaining a 100-day Sidewalk Café permit, with two permitting periods for the Winter season between November 1 and April 14.</p> <p>Staff has been approached by Alter Brewing with an interest to utilizing the plaza space in a limited manner during the winter months. Alter Brewing would like to place the 4 Alpen Globes, similar to last winter. Alter Brewing has already coordinated delivery and setup of the globes as to not interfere with plaza construction.</p> <p>The layout for Alter Brewing is attached for reference.</p>			
Attachments (please list):			
Resolution including Exhibit A: Site layout for Alter Brewing			
Recommendation/Suggested Action (briefly explain):			
Recommendation to Approve a Resolution Approving an Outdoor Café Layout for the First Street Plaza for Winter 2023 for Alter Brewing			

**City of St. Charles, Illinois
Resolution No. 2023-_____**

**Resolution Approving an Outdoor Café Layout for the First Street
Plaza for Winter 2023 for Alter Brewing**

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

WHEREAS, Title 12, “Streets, Sidewalks, Public Places and Special Events”, Chapter 12.04, “General Provisions,” Section 12.04.102, “Outdoor Cafés in Public Places” of the St. Charles Municipal Code, Section B.2, provides that the City Council shall authorize a plan for the layout of Outdoor Cafés on the First Street East Plaza.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois:

WHEREAS, The City Administrator is authorized to issue Outdoor Café Permit for the First Street Plaza for Alter Brewing, per Section 12.04.102, for Winter Season 2023, in accordance with the Outdoor Café Layout attached as Exhibit “A”.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 20th day of November 2023.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 20th day of November 2023.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this 20th day of November 2023.

Lora A. Vitek, Mayor

Attest:

City Clerk/Recording Secretary

Voice Vote:

Ayes:

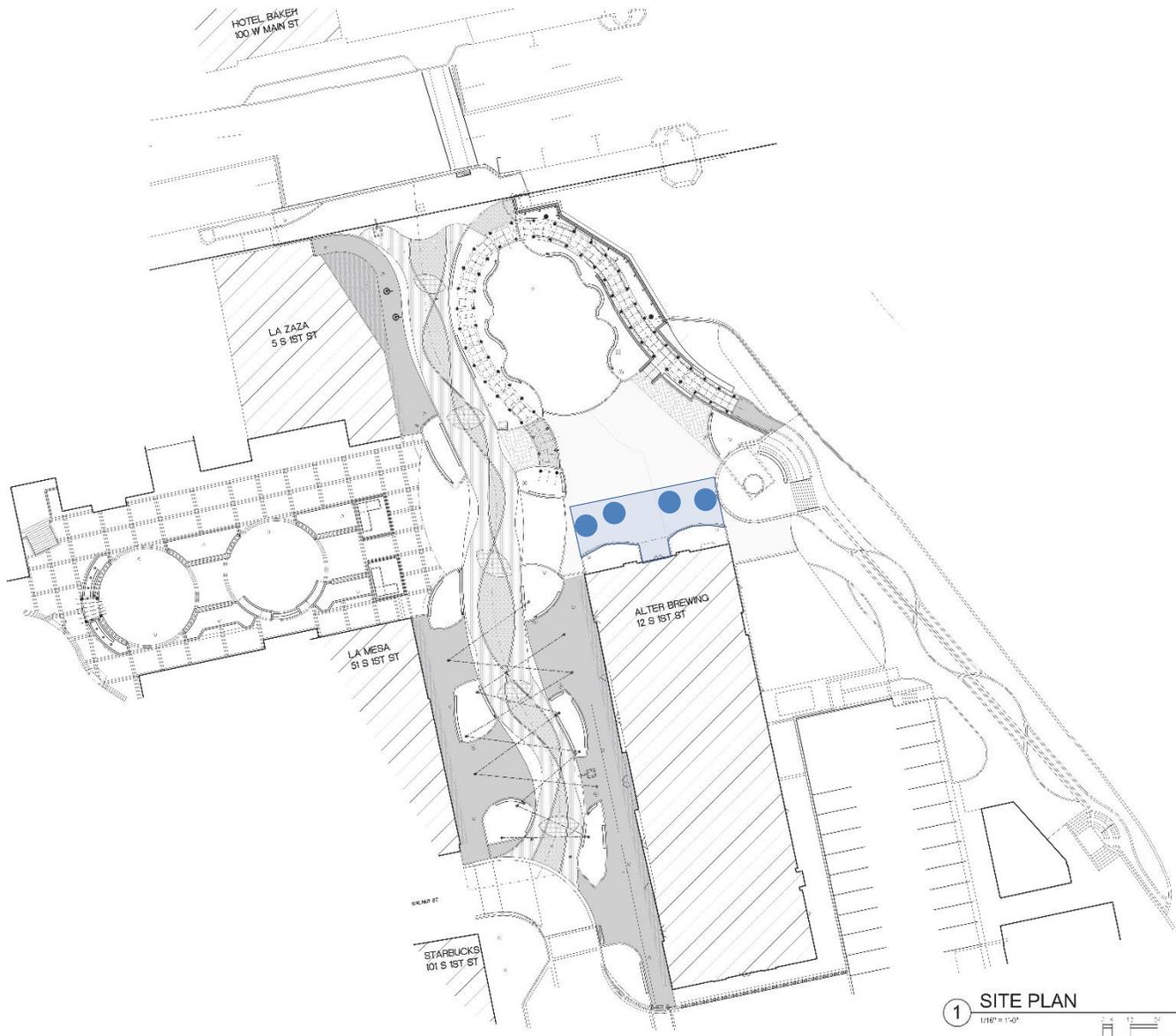
Nays:

Absent:

Abstain:

EXHIBIT "A"

2023 First Street East Plaza Outdoor Café Layout – Alter Brewing



1 SITE PLAN

1/8" = 1'-0"



 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4c
	Title:	Recommendation to Approve a Resolution for an Outdoor Café Layout for the First Street Plaza for Summer 2024	
	Presenter:	Derek Conley, Economic Development Director	
Meeting: Planning & Development Committee		Date: November 13, 2023	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: TIF 4 - First Street (VOTING RESTRICTION)			
Executive Summary (if not budgeted, please explain):			
<p>The City Code allows businesses in the CBD-1 Central Downtown Business District to utilize public sidewalks and plazas for outdoor cafés, subject to meeting certain standards and obtaining a 100-day Sidewalk Café permit, with two permitting periods for the Summer season between April 15 and November 1.</p> <p>At the July 17, 2023 Government Operations Committee meeting, City staff presented a preliminary outdoor dining layout for the new expanded First Street Plaza. The preliminary layout was positively received by the committee with a few suggestions listed below:</p> <ul style="list-style-type: none"> • Optimize accessibility and clear walkways through the plaza • Investigate the costs associated with including an ADA ramp to existing lower plaza • Aesthetic improvements that create clearly defined outdoor dining areas • Increase the fees for private use of the city-owned plaza area <p>City Council has requested that staff work towards a set outdoor dining layout for the plaza going forward rather than approving a new layout each year. Staff agrees that a set layout is the goal, however, given the significant changes to the plaza this year, staff recommends that we hold off for one year to allow the City and businesses to make adjustments. Additionally, outdoor dining permits for the summer season will continue to be broken down into 2 – 100 permits period. The first period is from April 15 to July 23, and the second period from July 24 to October 31.</p> <p>Attached to the packet are the 2024 outdoor dining layouts for each plaza restaurant. Below are descriptions of the dining layout for each restaurant. The total outdoor dining square footage estimate is 7,475 square feet, compare to 7,288 square feet in 2022. The estimated total square footage of the new expanded plaza is 45,350 square feet, the existing plaza is an estimated 17,250 square feet (including the area north of Alter Brewing). Staff has provided an estimate of seating capacity for each business for a total of 412 seats, but the businesses may choose to reconfigure the layout to meet their specific needs.</p> <p><u>Alter Brewing</u></p> <p>In prior years Alter Brewing has utilized the plaza area north of their business for outdoor dining. The new proposed layout for Alter shifts the outdoor dining space to the new plaza area east of the business on First Street. Exhibit A shows this area shaded in blue. Alter would invest in a new door that would create an entrance to the outdoor dining area from the indoor dining area. The estimate cost of this door</p>			

is \$20,000. The proposed door is colored green on Exhibit A. City staff estimates approximately 96 seats can be accommodated in this space.

La Zaza's

The new proposal is similar with what was proposed at the July Government Operations meeting. La Zaza's has indicated they preferred to not have outdoor dining along Route 64 as it is too noisy and prefer to have a larger space in the existing plaza area. La Zaza's would like the dedicated outdoor dining space to extend far enough north to include the existing doors on the east wall of their business. La Zaza's space is denoted as yellow on Exhibit A, with the location of the door colored purple. City staff estimates approximately 98 seats can be accommodated in this space.

La Mesa

In previous years, La Mesa occupied the existing plaza space north of their building for outdoor dining. The new proposed plan shifts the outdoor dining area to the new plaza area west of the business along First Street. La Mesa's new proposed area is shaded orange. La Mesa has also indicated they anticipate adding a door to the on the east wall of the building for visitors and staff to access the indoor dining space. City staff estimates approximately 98 seats can be accommodated in this space.

McNally's

McNally's proposed outdoor dining space is substantially similar to what was allowed in 2023. The area is shaded purple on Exhibit A. In contrast to other proposed layouts, McNally's area is regular in shape, as it is a rectangle. City staff estimate approximately 56 seats can be accommodate in this space.

Gia Mia

At the July 17, Government Operations Meeting the committee gave staff direction to increase accessibility and clear walkways through the plaza. Currently, there is a barrier wall on the western edge of the existing plaza. The proposed layout shows the middle portion of the barrier wall removed to allow a more direct access through the center of the existing plaza, creating a continuous path from end to end that continues east into the new plaza area. This new opening would also create a more direct drop-off access point into the plaza. A consequence of removing this wall is that Gia Mia's outdoor space would decrease from what was allowed in previous years. The estimated costs of removal of the \$30,000. Photos and renderings of these options are depicted as Exhibit 1.

Gia Mia outdoor dining area is pulled in towards the building. This would result in a loss of approximately 6 tables and 24 seats. City staff estimates approximately 64 seats can be accommodated in this space.

Attachments (please list):

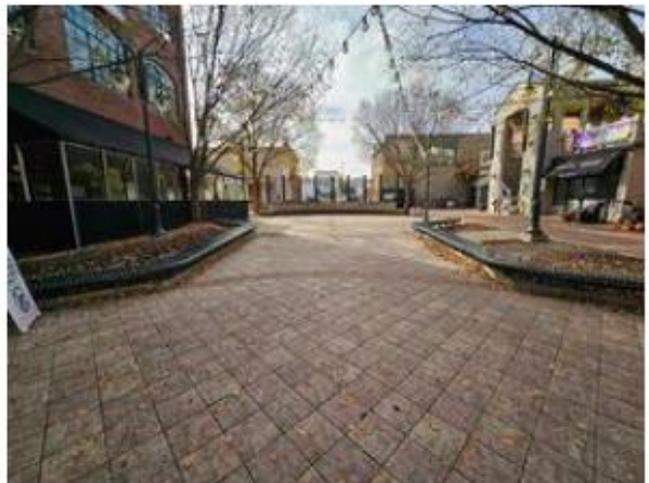
EXHIBIT 1: Photos and rendering new proposed entrance to existing plaza; Resolution, including EXHIBIT A: Outdoor Café Layout for the First Street Plaza

Recommendation/Suggested Action (briefly explain):

Recommendation to Approve a Resolution for an Outdoor Café Layout for the First Street Plaza for Summer 2024

Exhibit “1”

A. Existing plaza space with barrier wall



B. Propose new opening to the existing plaza space.



*Pergola not included the current City proposal, but could be added at a later date.

Photos and rendering new proposed entrance to existing plaza

City of St. Charles, Illinois
Resolution No. 2023-_____

**Resolution Approving an Outdoor Café Layout for the First Street
Plaza for Season 2024**

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

WHEREAS, Title 12, “Streets, Sidewalks, Public Places and Special Events”, Chapter 12.04, “General Provisions,” Section 12.04.102, “Outdoor Cafés in Public Places” of the St. Charles Municipal Code, Section B.2, provides that the City Council shall authorize a plan for the layout of Outdoor Cafés on the First Street East Plaza.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois:

WHEREAS, The City Administrator is authorized to issue Outdoor Café Permit for the First Street Plaza, per Section 12.04.102, for Season 2024, in accordance with the Outdoor Café Layout attached as Exhibit “A”.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 20th day of November 2023.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 20th day of November 2023.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this 20th day of November 2023.

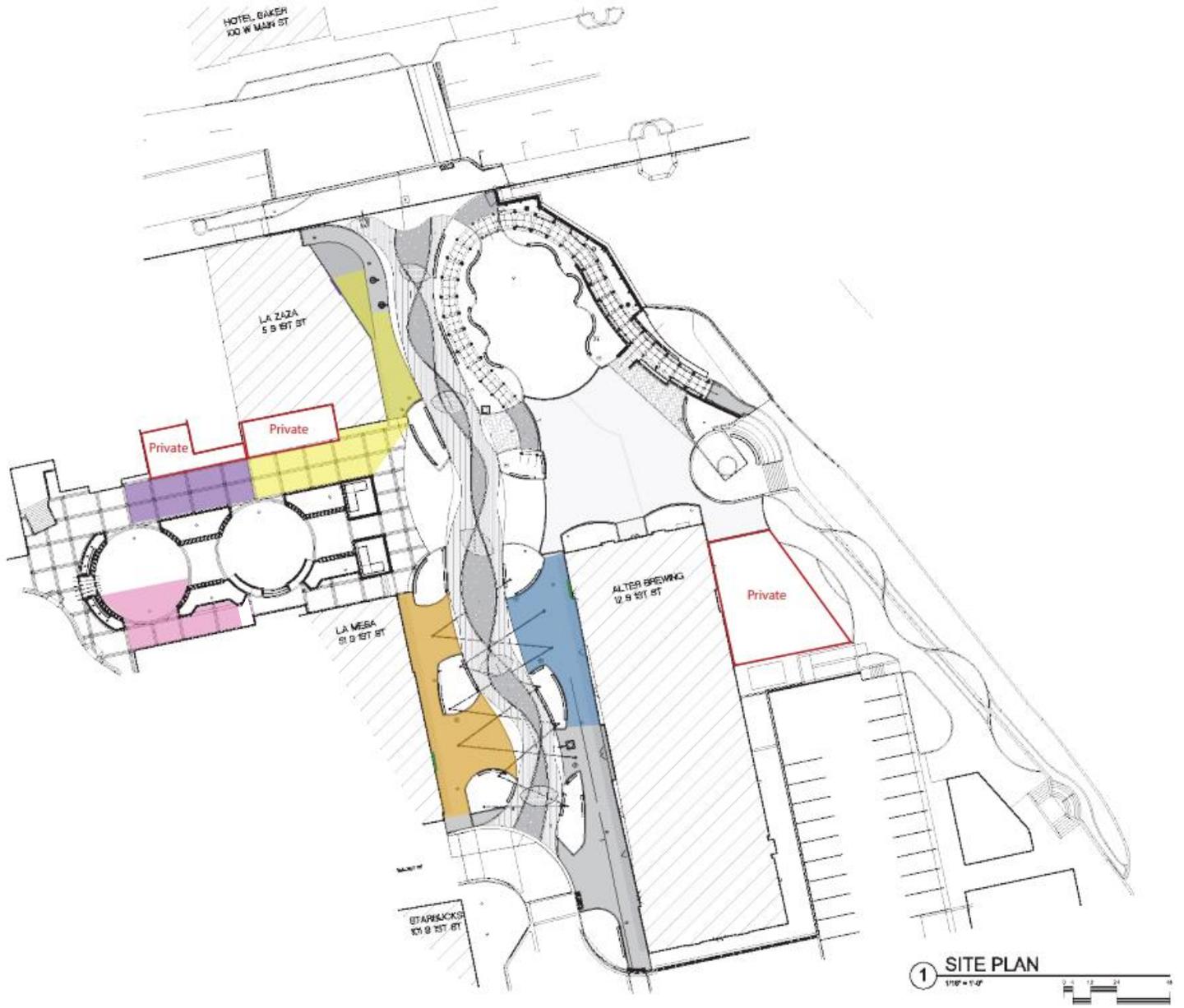
Lora A. Vitek, Mayor

Attest:

City Clerk/Recording Secretary

Voice Vote:
Ayes:
Nays:
Absent:
Abstain:

EXHIBIT "A"
Outdoor Café Layout for the First Street Plaza for Summer 2024



 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4d
	Title:	Recommendation to approve amending Title 12 “General Provisions”, Section 04.102 “Outdoor cafes and food carts in public places” (Modifications to Design Standards for Outdoor Dining)	
	Presenter:	Derek Conley, Economic Development Director	
Meeting: Planning & Development Committee		Date: November 13, 2023	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: TIF 4 - First Street (VOTING RESTRICTION)			
Executive Summary (if not budgeted, please explain):			
<p>Per the July Government Operations meeting, Alderpersons expressed interest in modifying design standards for outdoor dining, specifically regarding furniture and fencing. Below are the additions to the code that will create a more consistent aesthetic throughout the plaza but still allow for restaurants to create their own unique atmosphere.</p> <ul style="list-style-type: none"> • Enclosure fencing must be black in color, durable, and weather-resistant, suitable for outdoor use. Suitable materials include powder-coated steel, wrought iron, or similar materials known for their longevity and rust resistance. Pole and chain fencing are not considered suitable. Fencing is permitted to be between 36” and 48” feet in height. The design of the fencing should be in harmony with the restaurant's aesthetic, provided it adheres to the black color requirement. Fencing must exhibit uniformity in terms of style, type, and color through the restaurant’s outdoor dining space. • Umbrellas must be made of high-quality, weather-resistant materials, such as UV-resistant fabric, aluminum, stainless steel or other durable materials, to withstand outdoor conditions. Umbrellas should be designed to resist fading, tearing, and damage from wind and rain. All umbrellas must have an established color scheme or design that complements the restaurant's overall aesthetic. • Outdoor dining tables must be constructed from weather-resistant materials such as metal, aluminum, hardwood, or high-quality synthetic materials known for their resistance to outdoor conditions. Tables should be designed to be stable and level, minimizing wobbling or tipping. Tables are required to have weighted bases or other stability features to prevent tables from being easily displaced by wind. Tables should exhibit a design that aligns with the restaurant's overall aesthetic and uniform in terms of style. 			
Attachments (please list):			
EXHIBIT A: Ordinance Amending Title 12.04.102			

Recommendation/Suggested Action (briefly explain):

Recommendation to Approve an Ordinance amending Title 12 "General Provisions", Section 04.102 "Outdoor cafes and food carts in public places" (Modifications to Design Standards for Outdoor Dining)

City of St. Charles, IL
Ordinance No. 2023-M-_____

An Ordinance Amending Title 12, “Streets, Sidewalks, Public Places and Special Events”, Chapter 12.04, “General Provisions,” Section 12.04.102, “Outdoor Cafes and Food Carts in Public Places” of the St. Charles Municipal Code

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

1. That Title 12, “Streets, Sidewalks, Public Places and Special Events”, Chapter 12.04, “General Provisions,” Section 12.04.102, “Outdoor Cafes and Food Carts in Public Places” of the St. Charles Municipal Code is hereby amended to include points S, T and U, attached hereto as Exhibit “A”.

2. That after the adoption and approval hereof this Ordinance shall be (i) 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 20th day of November 2023.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 20th day of November 2023.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 20th day of November 2023.

Lora Vitek, Mayor

Attest:

City Clerk/Recording Secretary

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

APPROVED AS TO FORM:

City Attorney

DATE: _____

Exhibit A

12.04.102 – Outdoor Cafés in Public Places

- S. Enclosure fencing must be black in color, durable, and weather-resistant, suitable for outdoor use. Suitable materials include powder-coated steel, wrought iron, or similar materials known for their longevity and rust resistance. Pole and chain fencing are not considered suitable. Fencing is permitted to be between 36" and 48" feet in height. The design of the fencing should be in harmony with the restaurant's aesthetic, provided it adheres to the black color requirement. Fencing must exhibit uniformity in terms of style, type, and color through the restaurant's outdoor dining space.

- T. Umbrellas must be made of high-quality, weather-resistant materials, such as UV-resistant fabric, aluminum, stainless steel or other durable materials, to withstand outdoor conditions. Umbrellas should be designed to resist fading, tearing, and damage from wind and rain. All umbrellas must have an established color scheme or design that complements the restaurant's overall aesthetic.

- U. Outdoor dining tables must be constructed from weather-resistant materials such as metal, aluminum, hardwood, or high-quality synthetic materials known for their resistance to outdoor conditions. Tables should be designed to be stable and level, minimizing wobbling or tipping. Tables are required to have weighted bases or other stability features to prevent tables from being easily displaced by wind. Tables should exhibit a design that aligns with the restaurant's overall aesthetic and uniform in terms of style.

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4e
	Title:	An Ordinance Amending Title 12, “Streets, Sidewalks, Public Places and Special Events” Section 12.04.102 “Outdoor cafes and food carts in public places” (Increase to Permits Fees for use of First Street Plaza for Outdoor Dining)	
	Presenter:	Derek Conley, Economic Development Director	
Meeting: Planning & Development Committee		Date: November 13, 2023	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: TIF 4 - First Street (VOTING RESTRICTION)			
Executive Summary (if not budgeted, please explain):			
<p>In previous years, the City has charged for outdoor dining based on total square footage. Staff is proposing changing the fee structure to be based on total number of seats. The primary reason for this change is because the expanded plaza includes irregular spaces, grading slopes and various obstacles such as light poles. These challenges essentially create unusable space. Basing the fee structure off square footage will not accurately charge each restaurant and lead to inequitable fees between restaurants. Shifting toward charging by the total number of seats accurately charges restaurants for the actual capacity of the outdoor dining area.</p> <p>For a term of one hundred (100) days:</p> <ul style="list-style-type: none"> • Current permitting fee language: Use of the First Street Plaza, based upon a layout approved by City Council: \$0.50 per square foot of Outdoor Café area within the plaza. • Proposed new permitting fee language: Use of the First Street Plaza, based upon compliance to outdoor dining layout approved by City Council and determined by a site plan with total of proposed seats and application submitted to staff: \$20 per seat with the Outdoor Café area within the plaza. <p>Please note that the proposed \$20 per seat is for 1 – 100-day permit. For the entire summer outdoor dining season, the fee would \$40 per seat. Based on the projected seat count for each restaurant this would more than double what the City has collected in the past. In 2022, the City collected approximately \$7,228.00, with the new proposed fee the City would collect approximately \$16,480.00.</p> <p>The proposed \$20 fee would equate to an average of approximately \$1.10 per square foot per - 100-day permit or a full year equivalent to \$4.02 per square foot. Below is a chart shows a range other possible fees amounts.</p>			

Cost per Seat	Total Estimated City Collection (Per 100 - days)	100 Day – Permit Fee SF Equivalent	Full Year - Permit SF Equivalent
\$15	\$6,180.00	\$.083	\$3.02
\$20	\$8,240.00	\$1.10	\$4.02
\$25	\$10,300.00	\$1.38	\$5.03

*Based on combined outdoor dining plans square footage of 7,475

City staff may audit restaurants at any time to verify number of tables and seats accurately correspond to the information submitted on the application. A penalty of \$50 fine shall be imposed for each addition seat discovered at the time of a City staff audit.

The Ordinance amendment also includes the addition of an application fee of \$125 per 100-day period. The City currently does not charge an application fee. The application fee is intended account for the additional staff time required to review applications and audit of seat counts.

Also consider that outdoor dining is a major attraction to the St. Charles. The expanded plaza and continuation of outdoor dining will benefit the City and community in the form of sales tax and increase foot traffic.

Attachments (please list):

EXHIBIT A: Ordinance Amending Title 12.04.102

Recommendation/Suggested Action (briefly explain):

Recommendation to Approve An Ordinance Amending Title 12, “Streets, Sidewalks, Public Places and Special Events” Section 12.04.102 “Outdoor cafes and food carts in public places” (Increase to Permits Fees for use of First Street Plaza for Outdoor Dining)

City of St. Charles, IL
Ordinance No. 2023-M-_____

An Ordinance Amending Title 12, “Streets, Sidewalks, Public Places and Special Events”, Chapter 12.04, “General Provisions,” Section 12.04.102, “Outdoor Cafes and Food Carts in Public Places” of the St. Charles Municipal Code

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

1. That Title 12, “Streets, Sidewalks, Public Places and Special Events”, Chapter 12.04, “General Provisions,” Section 12.04.102, “Outdoor Cafes and Food Carts in Public Places” of the St. Charles Municipal Code is hereby deleted in its entirety and replaced by new Section 12.04.102, “Outdoor Cafes in Public Places,” attached hereto as Exhibit “A”.

2. That after the adoption and approval hereof this Ordinance shall be (i) 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 20th day of November 2023.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 20th day of November 2023.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 20th day of November 2023.

Lora Vitek, Mayor

Attest:

City Clerk/Recording Secretary

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

APPROVED AS TO FORM:

City Attorney

DATE: _____

Exhibit A

B. Permit fees shall be:

1. Use of Public Sidewalk within right-of-way: \$50
2. ~~Use of the First Street Plaza, based upon a layout approved by City Council: \$0.50 per square foot of Outdoor Café area within the plaza~~

2. Use of the First Street Plaza, based upon compliance with Outdoor Café layout approved by City Council: \$125 submittal fee + \$20 per seat, determined by a permit application and site plan with total of proposed seats

~~F. Prior to issuance of a permit, the applicant shall furnish a dimensioned plan showing the sidewalk or other public space and all existing public improvements and encroachments such as light posts, benches, planters, trash receptacles, fences, trees and tree grates and bicycle racks. The diagram shall also include the location of the curb relative to the building and the proposed location of all café furniture, carts, and other equipment to be placed on the sidewalk.~~

F. Prior to issuance of a permit, the applicant shall furnish a dimensioned plan showing the sidewalk or other public space and all existing public improvements and encroachments such as light posts, benches, planters, trash receptacles, fences, trees and tree grates and bicycle racks. The diagram shall also include the location of the curb relative to the building and the proposed location of all café furniture including tables, seats, carts, and other equipment to be placed on the sidewalk or plaza. City staff may audit Permittees at anytime to verify number of tables and seats accurately correspond to the submitted application. A penalty of \$50 fine shall be imposed for each addition seat discovered at the time of a City staff audit. In order to keep the discovered seats, the Permittee would need to pay for the per seat fee in addition to the fine.

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: *4f
	Title:	Recommendation to approve a Change Order to a Professional Services Agreement with TPI Building and Code Consultants Inc. for Code Enforcement Services	
	Presenter:	Russell Colby, Community Development Director	
Meeting: Planning & Development Committee		Date: November 13, 2023	
Proposed Cost: \$65/hour, \$20,000 total anticipated amount <i>(\$5,000 monthly for 4 months)</i>		Budgeted Amount: Funds to be offset from budgeted salary	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain):			
<p>In May 2022, the City entered into a Professional Services Agreement with TPI Building and Code Consultants, Inc. for Code Enforcement Services.</p> <p>The City's sole Code Enforcement Officer in Community Development retired unexpectedly this year, and the position has remained vacant while staff has been reevaluating the staffing role and function. The hiring process for a Code Enforcement Manager position is underway and the position is expected to be filled by January 2024.</p> <p>During the vacancy, a contract inspector from TPI has been assisting with Code Enforcement fieldwork. We are anticipating utilizing contract services from TPI until the manager position is staffed and fully onboarded in January.</p> <p>The contract is based on hourly rates and the hours needed are adjusted based on workload. Over the past few months, the Code Enforcement field work has averaged around 20 hours per week.</p>			
Attachments (please list): Change Order, Contract			
Recommendation/Suggested Action (briefly explain): Recommendation to approve a Change Order to a Professional Services Agreement with TPI Building and Code Consultants Inc. for Code Enforcement Services.			

City of St Charles CHANGE ORDER: #1 - Code Enforcement Services

Contract # _____ **PO#** 119623

This document is incorporated into the above contract as an amendment to the Contract between the City and the Contractor/Professional Service Provider commencing on the date the last party signs this document. Any change to the character, form, quality, extent, or cost of the Service/Project shall be in writing and approved on this form.

1. This Change Order is required due to (check all that apply):

- | | |
|--|---|
| <input checked="" type="checkbox"/> Changed / Unforeseen Condition | <input type="checkbox"/> Errors and Omissions |
| <input type="checkbox"/> Change in Scope | <input checked="" type="checkbox"/> Renewal / Extension of Services |
| <input type="checkbox"/> _____ | |

2. The effect of this change is (check all that apply):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Total Cost is increased by \$ <u>20,000</u> | <input type="checkbox"/> Extension of _____ (calendar / work) days |
| <input type="checkbox"/> Material is increased by \$ _____ | <input type="checkbox"/> Extension of Completion Date from _____ to _____ |
| <input type="checkbox"/> Emergency Change, not to exceed \$ _____ | |
| <input type="checkbox"/> _____ | |

3. Attachments Supporting Change Order (check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> Contractor's Proposal | <input checked="" type="checkbox"/> other: <u>Fee Schedule (\$65.00/hour)</u> |
| <input type="checkbox"/> Description of Change (include Drawing if applicable) | |

Change in Price		Change in Completion (days / calendar date)	
Original Price <i>(reference Agreement cover page)</i>	\$ <u>24,960.00</u>	a	Original: #days until completion / calendar date for completion <i>(reference date of Work May Proceed)</i> _____
Current Price resulting from Prior Change Orders <i>(reference prior Change Order line d)</i>	\$ _____	b	Current Completion resulting from Prior Change Orders: <i>(reference prior Change Order line d)</i> _____
Net Increase/decrease of this Change Order <i>(reference above #2)</i>	\$ <u>20,000</u>	c	Net increase/decrease of days for this Change Order <i>(reference above #2)</i> _____
New Price inclusive of this Change Order* <i>d=(b+c)</i>	\$ <u>44,960.00</u>	d	New Time of Completion inclusive of this Change Order <i>d=(b+c)</i> _____
Cumulative Price change since execution* <i>e=(d-a)</i>	\$ _____	e	Cumulative Time of completion since execution (expressed as total days)** <i>e=(d-a)</i> _____
*if the total price (d) exceeds \$25,000, and has not been approved by council, council approval is required. *If the cumulative price change (e) exceeds 10% or \$25,000, or exceeds an approved contingency, council approval is required.		**if the cumulative change in days of completion exceeds the contracted dates for completion, are Liquidated Damages applicable? No	

All parties hereby acknowledge and agree this Change Order is inclusive of all known changes to scope, compensation and work schedule on behalf of the undersigned and Contractor's supplier, subcontractor, consultant, and agent necessary to complete the Project/Service. All parties hereby acknowledge that this Change Order is incorporated into the previously executed Contract by the signature of the parties below.

City Project Manager _____ **Date** _____

Contractor/Professional Service Provider _____ **Date** _____

St. Charles Agreement for Professional Services Code Enforcement Services

This agreement for professional services ("Agreement") has been awarded on June 19, 2023 by City Council and is between the City of St. Charles, an Illinois home rule municipal corporation ("City"), located at 2 East Main Street; St. Charles, Illinois 60174 and TPI Building Code Consultants Inc ("Professional Service Provider"), located at 321 Spruce Street, South Elgin, IL 60177. City and Professional Service Provider are at times collectively referred to hereinafter as the "Parties."

RECITALS

Whereas, the City issued a Request for Proposal for professional services entitled Code Enforcement Services ("Project");

Whereas, the Professional Service Provider submitted an offer (Offer) and the Professional Service Provider represents that it is ready, willing and able to perform the services specified in the project;

Whereas, the Offer was found to meet the City's requirements as specified in the solicitation;

Whereas, the City awarded the Professional Service Provider Code Enforcement Services not to exceed the hourly rates as reflective of prices stated in **Exhibit B - Fee Schedule**;

Now therefore, in consideration of the foregoing and for the mutual promises hereinafter set forth and for other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows to the following terms and conditions:

Article 1: Contract Documents

- A. Incorporated Documents.** The Contract documents consist of this Agreement and the following attached exhibits. These attachments along with this Agreement represent the entire integrated Contract between the parties and supersede any and all prior negotiations, representations or agreements, written or oral.
- a. The City's Purchase Order document, to be generated as the Work May Proceed document upon contract execution, is incorporated as the first page of this Contract and said Purchase Order Number will become the identification number for this contract and thus must be referenced on all related documents, inclusive of invoices.
 - b. The Professional Service Provider's offer and all related documents is attached as **Exhibit B**.
 - c. Insurance Coverage for Professional Service Provider is attached as **Exhibit C**.
 - d. Change Order Form, which is the sole vehicle authorized to amend contract, is attached as **Exhibit D**.
- B. Controlling Document.** In the event of a conflict between this Agreement and any attachment or exhibit, the provisions of this Agreement shall control.

Article 2: Services Contracted

- A. Scope of Services.** Professional Service Provider shall provide awarded Services in accordance with the Offer submitted by the Professional Service Provider [**Exhibit B**].
- a. **Truthful and Accurate.** Professional Service Provider represents that such material and information furnished in connection with the Solicitation and this Contract is truthful and accurate.
 - b. **Necessary Documentation.** Professional Service Provider acknowledges that it has furnished exhibits, as listed previously, and will continue to furnish requested and necessary documentation, including but not limited to certifications, affidavits, reports and other information.
 - c. **Ownership of Project Documents.** All drawings, specifications, reports, and any other project documents prepared by the Professional Service Provider in connection with any or all of the project services shall be delivered to the City for the expressed use of the City. The Professional Service Provider does have the right to retain original documents, but shall cause to be delivered to the City such quality or documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans, and specifications shall be the sole property of the City unless otherwise specified within this negotiated Contract. The Professional Service Provider agrees that the basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Professional Service Provider pursuant to the Contract will be made available, upon request, to the City without cost and without restriction or limitations as to their use. All field notes, test records, and reports

shall be available to the City upon request.

- d. **Non-Solicitation of T.P.I. Building Code Consultants Employees.** In consideration of the mutual promises contained in this Agreement, including the understanding that T.P.I. will be providing the City with consultants specially-trained by T.P.I. and who will utilize T.P.I.'s confidential information and trade secrets, and in recognition that the services to be rendered to the City by T.P.I. are of a special and unique character, the City covenants, warrants and agrees that during the period of time that any individual T.P.I. employee provides consultation to the City and for a period of one (1) year following the last day in which any such T.P.I. employee provides such consulting services for the City, the City shall not, either directly or indirectly, without the prior written consent of T.P.I., solicit, induce or otherwise offer employment to, or engage in discussions regarding employment with, any such T.P.I. employee, or assist any third party with respect to any of these actions, unless that T.P.I. employee has been separated from his or her employment or other relationship with T.P.I. for a period of six (6) consecutive months.

- B. **Status of Independent Professional Service Provider.** Both City and Professional Service Provider agree that Professional Service Provider will act as an Independent Professional Service Provider in the performance of the Project. Accordingly, the Independent Professional Service Provider shall be responsible for payment of all taxes including federal, state, and local taxes arising out of the Professional Service Provider's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, social security tax, and any other taxes or license fees as may be required under the law. Professional Service Provider further acknowledges under the terms of this Contract, that it is not an agent, employee, or servant for the City for any purpose, and that it shall not hold itself out as an agent, employee, or servant of the City under any circumstance for any reason. Professional Service Provider is not in any way authorized to make any contract, agreement or promise on behalf of the City, or to create any implied obligation on behalf of City, and Professional Service Provider specifically agrees that it shall not do so. City shall have no obligation to provide any compensation or benefits to Professional Service Provider, except those specifically identified in this Contract. City shall not have the authority to control the method or manner by which Professional Service Provider complies with the terms of this Contract.

Article 3: Term

- A. **Term.** This Contract becomes effective June 19, 2023 and terminates April 30, 2024. Alteration in termination may occur prior to completion of Project in accordance with the following conditions.
- B. **Termination of Contract.** Both City and Professional Service Provider has the right to terminate this Contract, in whole or in part at any time. Written notice of termination is to be served personally or by certified or registered mail, return receipt requested. In the event of termination, the City shall pay the Professional Service Provider for satisfactory services performed as of the effective date of termination. The effective date of termination releases the City from any obligations under this Contract. Professional Service Provider shall deliver to the City any finished and unfinished documents, drawings, studies and reports related to the Project. All such documents, studies and reports shall become the property of the City. The City may terminate this Contract, or any portion of it, as is reasonably necessary in accordance with the following conditions:
 - a. **Substitution of Key Personnel.** Should any of the key personnel identified in the offer become unavailable to work on the project; and should no temporary replacement personnel be provided within 24 hours following the commencement of the subject key personnel's unavailability; and/or should no permanent substitute personnel reasonably satisfactory to the City be provided within thirty (30) days of key personnel's unavailability; the City may, at its election, declare breach of contract and terminate the contract for non-performance.
 - b. **Non-performance.** Non-adherence to the terms of this Contract and its incorporated documents on the part of the Professional Service Provider is grounds for termination of the Contract. The City will notify the Professional Service Provider in writing with a 24-hour notice specifying the effective date of termination. In the event of termination due to non-performance on the part of the Professional Service Provider, the City has the authority to contract with an alternate Professional Service Provider to complete this Contract. The Professional Service Provider shall be liable to the City for all incidental and consequential expenses incurred in procuring and securing an alternate Professional Service Provider, including any loss due to alternate Professional Service Provider compensation. The City may deduct expenses and loss, due to breach, from payment to the Professional Service Provider for services already performed. Failure to deduct expenses and losses from the City's payment to the Professional Service Provider does not relieve the Professional Service Provider from the Terms of this condition nor bar the

City from seeking alternative legal remedies.

- c. **Unappropriated Funds.** If sufficient funds have not been appropriated to cover the estimated requirement of this Contract, the City may terminate this Contract. The City may terminate for unappropriated funds by serving the Professional Service Provider with a fourteen (14) day written notice specifying the effective date of termination. On that specified termination date, this Contract and all contractual obligations will end. If this Contract is terminated by the City for unappropriated funds after performance by the Professional Service Provider has commenced, the termination date controls the final invoice by the Professional Service Provider for previous services under this Contract. The termination date controls all payment obligations of the City to the Professional Service Provider. Payment by the City to the Professional Service Provider upon termination for unappropriated funds constitutes full satisfaction for services rendered.
- d. **Convenience.** Termination for convenience does not necessitate a reason. The city may terminate for convenience by serving the Professional Service Provider with a seven (7) day written notice specifying the effective date of termination. On that specified termination date, this Contract and all contractual obligations will end. If this Contract is terminated by the City for convenience, the termination date controls the final invoice by the Professional Service Provider for previous services under this Contract. The termination date controls all payment obligations of the City to the Professional Service Provider. Payment by the City to the Professional Service Provider upon termination for convenience constitutes full satisfaction for services rendered.
- e. **Force Majeure.** A party shall not be held liable for failure of or delay in performing its obligations under this Contract if failure of or delay is a result of an event of outside force, including a natural disaster, "Act of God", act of war, act of terrorism, government sanction or strike that could not be foreseen or avoided by prudence. Once performance is delayed by this event of outside force, the non-performing party must make every reasonable attempt to minimize delay. Once performance has been delayed one-hundred and twenty (120) days, performance is considered impracticable due to impossibility, and either party may terminate this Contract.

C. **Stop Work.** The City may, at any time by written order, require the Professional Service Provider to stop all or part of the services required by this contract. Upon receipt of such an order, the Professional Service Provider shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. The City will pay for costs associated with suspension provided they are deemed reasonable by the City.

Article 4: Compensation

- A. **Price.** The City shall pay the Professional Service Provider for Services in accordance with the amounts set forth in the Offer. [Exhibit B] The maximum price stated on page 1 of this agreement may not be increased unless the City's Project Manager is provided with supporting documentation to warrant a change, and if upon review and acceptance, a written change order is approved. All change orders shall be by written schedule on a City Change Order form [Exhibit D], and shall be attached as an amendment to this Contract.
- B. **Invoicing.** The Professional Service Provider shall submit an itemized invoice with all supporting documentation as required by the City. Supporting documentation may include, but is not limited to: a supporting schedule of hours worked making explicit the percentage of completion of services as of the date of the invoice; receipts for travel, postage, duplication, subcontracted services; supplier's invoices to justify material mark-up; certified payroll; waivers of lien; and supplier's invoices to justify material mark-up.
- C. **Invoice Submittals.** All invoices must be submitted directly to AccountsPayable@stcharlesil.gov and reference Purchase Order number. Invoices submitted in any other manner will result in a delay of payment.
- D. **Payment.** The City shall make all payments in accordance with the Illinois Local Government Prompt Payment Act or Professional Service Provider's invoice, whichever is more favorable to the City:
 - a. **Schedule of Payment.** The City shall make all payments on the basis of approved invoices and supporting documents. The City shall use its best efforts to make payments within thirty (30) days after review and approval of the invoice. Each payment requires City Council's approval of the Expenditure Approval List which occurs at publicly scheduled meetings.
 - b. **Non-Payment.** All invoices must be submitted to the City within two (2) months of the Professional Service Provider's final performance on this Contract. The City shall not pay any invoices submitted in excess of two (2) months from the date of last service performed per this Contract.

Article 5: Duties

- A. **Consent and Approvals.** The City and the Professional Service Provider represent and warrant to each other that

each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Contract and its contemplated undertakings.

- B. Insurance.** The Professional Service Provider shall, during the entire term of this Contract, maintain, at a minimum, the insurance minimums as specified in the Solicitation and under the terms stipulated in Exhibit C.
- C. Standard of Performance.** The Professional Service Provider warrants that the service provided, under the fully incorporated Contract, by the Professional Service Provider and any and all employees, agents, Professional Service Providers, or subcontractors is performed by individuals who are authorized under all applicable licenses and certifications, and who have completed the requisite training as required by industry standards, professional standards, manufacturers' requirements, and statute. Performance by these parties shall be with the degree, skill, care and diligence customarily required of a professional performing service of comparable scope, purpose and magnitude and in conformance with the applicable industry standards. The Professional Service Provider and its employees, agents, Professional Service Providers, or subcontractors shall perform in strict compliance with the laws and regulations of the City, State, and federal government.
- D. Best Efforts.** The Professional Service Provider shall use its best efforts to assure timely and satisfactory rendering and completion of services under this Contract. The Professional Service Provider shall remain solely responsible for the professional and technical accuracy of all services and deliverables furnished, whether such service is rendered by the Professional Service Provider or others on its behalf including, and without limitation, subcontractors, employees, agents, manufacturers, suppliers, fabricators, and consultants. The Professional Service Provider is not to be relieved from its duty to use best efforts, pursuant to the Contract, by the City's review, approval, acceptance, or payment for any of the agreed to services. Any change to the character, form, quality or extent of the Project shall be in writing on a City Change Order form [Exhibit D], and attached as an addendum to this Contract.
- E. Non-disclosure.** The Professional Service Provider, its employees, agents, consultants, or subcontractors may have access to the City's confidential information during performance of this Contract. Confidential information includes, but is not limited to, methods, processes, formulas, compositions, systems, techniques, computer programs, databases, research projects, resident identification and contact information, financial data, and other data. The Professional Service Provider shall not directly or indirectly use, disclose or disseminate confidential information to any third party for any purpose other than a purpose explicitly allowed for in this Contract and its integrated documents.
- F. No Duty.** The Professional Service Provider shall not imply any authority to act as an agent of the City. The Professional Service Provider's duties to the City are limited by express authorization under this Contract and by statute.
- G. Hold Harmless and Indemnification.**
 - a. Patents and Copyrights.** The Professional Service Provider warrants that all products used or provided in the fulfillment of this Contract will not infringe on any United States or foreign patent. Professional Service Provider shall indemnify the City against any and all judgments, decrees, legal fees, costs and expenses resulting from such alleged infringement. Professional Service Provider will, upon request of the City and at the Professional Service Provider's own expense, defend any suit or action which may be brought against the City by reason of any alleged infringement of any patent or copyright in the sale or use of products provided to the City by the Professional Service Provider.
 - b. Loss and Liability.** The Professional Service Provider shall hereby defend and indemnify the City, its directors, agents, officers, employees, and elected officials from and against any and all liabilities, losses, claims, demands, damages, costs, fines, penalties, expenses, judgments, and settlements, including, but not limited to, reasonable attorneys' fees and costs of litigation, and any and all causes of action of any kind or character, that may be incurred as a result of bodily injury, sickness, death, or property damage or as a result of any other claim or suit arising out of or connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of any agent, employee, subcontractor, Professional Service Provider, or contractor hired to provide any goods or perform any services on behalf of the Professional Service Provider.

Article 6: Policies

- A. Illinois Freedom of Information Act.** The Professional Service Provider acknowledges the requirements of the Illinois Freedom of Information Act (FOIA). Professional Service Provider agrees to comply with all requests made by the City for public records (as defined in FOIA § 2(c)) in the undersigned's possession and/or their subcontractors/suppliers' possession.
 - a. Timeliness.** The Professional Service Provider shall provide the requested public records to the City

- within two (2) business days of the City's request.
- b. **Free of Charge.** The Professional Service Provider agrees not to apply any costs or charge any fees to the City for the procurement of the requested records pursuant to a FOIA request.
 - c. **Hold Harmless.** Should the Professional Service Provider deny the City's request unlawfully or request that the City utilize a lawful exemption available under FOIA, Professional Service Provider agrees to pay any and all costs connected with the defense of the Professional Service Provider's denial. All costs include reasonable attorney and witness fees, filing fees and other expenses related to the defense of a complaint. The Professional Service Provider agrees to indemnify the City against any and all claims, costs, penalties, losses and injuries arising out of or relating to its failure to provide the requested public records to the City under this Contract.

II. Discrimination Prohibited.

- a. **Equal Employment Opportunity.** The Professional Service Provider shall comply with all rules and regulations pertaining to public contracts adopted by the State and the City. The City is an equal opportunity employer.
- b. **ADA.** The Professional Service Provider shall be in compliance with current applicable regulations of the Americans with Disabilities Act.

Article 7: Changes to Contract

- A. **Changes and Alterations.** Any changes or alterations to this Project affecting, inclusive of but not limited to: scope, cost, terms, milestones, deadlines or other significant factors shall be integrated in writing on a City of St. Charles Change Order form. [Exhibit D]
- B. **Extension or Renewal of Contract.** The City at its option may extend this Contract for an additional to be determined term if the Professional Service Provider either reduces his price, or holds firm to the proposal price, conditions and specifications.
- C. **Assignment.** The Professional Service Provider shall not assign, transfer, or subcontract this Contract, in whole or in part, without prior written consent of the City.
- D. **Notification.** All notification under this Contract shall be made as follows:

- a. **If to the City**
City of St. Charles
Attn: Procurement Division
2 East Main Street
St. Charles, IL 60174
Email: Procurement@stcharlesil.gov
- b. **With electronic copies to**
Procurement Division: Procurement@stcharlesil.gov
Project Manager: Allen Fennell: afennell@stcharlesil.gov
- c. **If to the Professional Service Provider**
TPI Building Code Consultants Inc
Attn: _____
321 Spruce Street
South Elgin, IL 60177
Email: tpi1@tpibcc.com
Phone: (630)443-1567

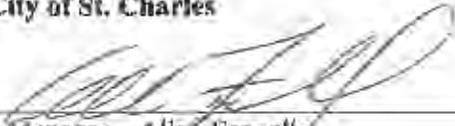
Article 8: Applicability

- A. **Other Entity Use.** The Professional Service Provider may, upon mutual agreement with any municipality or governmental unit, permit that unit to participate in this Contract for substantially similar consulting services under the same or more favorable price, terms and conditions.
- B. **Waiver.** Any failure of either the City or the Professional Service Provider to strictly enforce any terms, right, or condition of this Contract, whether implied or expressed, shall not be construed as a waiver of such term, right or condition.

- C. Severability.** If any provision of this Professional Service Provider is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof, the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance; and in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as part of this Contract, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and legal, valid and enforceable.
- D. Governing Jurisdiction.** The parties agree that any disputes, disagreements, or litigation arising from this Contract, between or amongst them, will be heard and resolved exclusively in the courts of the 16th Judicial Circuit, Kane County, Illinois.
- E. Governing Law.** The parties agree that the laws of the State of Illinois govern this Contract.

In Witness Whereof, the parties have entered into this Contract upon the letter of the date accepted and signed by the City and the date accepted and signed by the Professional Service Provider.

For: City of St. Charles

By: 
Project Manager – Allen Fennell

ATTEST _____

DATE 6/6/23

For: Professional Service Provider

If an Individual

By: _____
Signature:

Title: _____

If a Partnership

By: _____
Signature:

Title: _____

By: _____
Partner

If a Corporation

By: 
Signature of person authorized to sign

CEO
Title: _____

ATTEST 

If a Joint Venture

By: _____
Signature:

Title: _____

By: _____
Signature:

Title: _____

DATE _____

T.P.I. Building Code Consultants, Inc.

Professional Residential & Commercial Plan Review and Inspection Services

Exhibit B Fee Schedule

Inspection

- a. Minimum 1 Hour and 1 Hour travel time
- b. If greater than 4 hours/day, no travel time will be charged.

Type	Hourly Normal Business Days	After hours M-F and Saturdays until 5pm	After 5pm Saturdays, Sundays, & Holidays
Property Maintenance	\$65.00	N/A unless requested; fee to be determined	N/A