

AGENDA
ST. CHARLES CITY COUNCIL MEETING
LORA A. VITEK, MAYOR

MONDAY, JUNE 19, 2023 – 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**
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 June 5, 2023.
- *8. Motion to approve and authorize issuance of vouchers from the Expenditure Approval List for the period of 5/29/2023 – 6/11/2023 in the amount of \$6,036,656.22.
- *9. Motion to approve and place on file the Treasurer and Finance Report for period ending April 30, 2023.

I. Old Business

- A. None

II. New Business

- A. Recommendation from Mayor Vitek to Approve a **Resolution** to Execute an Agreement with the Del Galdo Law Group and Appoint K. Austin Zimmer to the Position of Ethics Advisor for the City of St. Charles.
- B. Recommendation from Mayor Vitek to Approve the Appointment of Robert Gehm as Ward 3 Alderperson with term ending April 30, 2025.

- C. Recommendation from Mayor Vitek to Approve the Appointment of Vicki Spellman as Liquor Control Commission member with term ending April 30, 2025.
- D. Recommendation to Approve Street and Parking Lot Closures and Use of Amplification Equipment for the 2023 Fox Valley Marathon
- E. Recommendation to Approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to Execute a License Agreement for the use of Langum Park for an Electronically Fired Fireworks and Pyrotechnics Display on July 4, 2023.
- F. Recommendation to approve the St. Charles July 4th Fireworks Display

III. Committee Reports

A. Government Operations

- *1. Motion to Approve a **Resolution** for the Visitors Cultural Commission Funding Allocations for FY 23-24 and the Related Funding Agreements.
- 2. Motion to Approve and Execute a **Resolution** for a License Agreement with CIBC Bank USA.
- *3. Motion to accept and place on file minutes of the May 15, 2023, Government Operations Committee meeting.

B. Government Services

None

C. Planning and Development

- *1. Motion to approve a **Resolution** Authorizing the Execution of a Five-Year Contract with Lakeshore Recycling Systems.
- *2. Motion to Approve a **Resolution** Authorizing the Execution of a Professional Service Agreement with Desman Inc. for a Downtown Parking Study in the amount of \$43,750
- *3. Motion to approve an **Ordinance** Granting Approval of a Minor Change to PUD Preliminary Plan for Burger King, Meijer PUD.
- *4. Motion to accept and place on file Plan Commission Resolution No. 4-2023 A Resolution Recommending Approval of a PUD Preliminary Plan for Zylstra PUD, Lot 1 - River West Animal Hospital (Luigi Randazzo).

- *5. Motion to approve an **Ordinance** Granting Approval of a PUD Preliminary Plan for Zylstra PUD, Lot 1 – River West Animal Hospital (Luigi Randazzo).
6. Motion to accept and place on file Plan Commission Resolution No. 3-2023 A Resolution Recommending Approval of an Application for Special Use (PUD Amendment) for First Street Redevelopment PUD- Grocery Store Sign, 300 S. 2nd St. (SDGFTU, LLC).
7. Motion to approve an **Ordinance** Amending Ordinance 2006-Z-29 (First Street Redevelopment PUD) to Modify Permitted Freestanding Signage for 300 S. 2nd St.
8. Motion to approve A **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to Execute an Economic Incentive Agreement– the City of St. Charles and SDGFTU, LLC.
9. Motion to approve A **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to Execute an Amended and Restate Declaration of Covenants, Conditions, Restrictions and Easements (300 S. 2nd St. & First Street Redevelopment Lots 6 & 14).
- *10. Motion to accept and place on file minutes of the June 12, 2023 Planning & Development Committee meeting.

10. Public Comment

11. Additional Items from Mayor, Council or Staff

12. 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)

13. 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).

MINUTES
ST. CHARLES CITY COUNCIL MEETING
LORA A. VITEK, MAYOR
MONDAY, JUNE 5, 2023 – 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. Bancroft,
Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber

Absent: Ald. Lencioni

3. Invocation - Ald. Pietryla

4. Pledge of Allegiance.

5. Presentations

- LGBTQ+ Pride Month Proclamation
- National Gun Violence Awareness Day 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. Bongard, Ald. Muenz, 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 May 15, 2023.**

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

Motion Carried

***8. Motion by Ald. Bessner second by Ald. Wirball to approve and hold minutes of the May 15, 2023 Government Operations Committee Executive Session.**

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

Motion Carried

***9. Motion by Ald. Bessner second by Ald. Wirball to approve and authorize issuance of**

vouchers from the Expenditure Approval List for the period of 5/1/2023 – 5/14/2023 in the amount of \$2,206,129.81.

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

Motion Carried

- *10. Motion by Ald. Bessner second by Ald. Wirball to approve and authorize issuance of vouchers from the Expenditure Approval List for the period of 5/15/2023 – 5/28/2023 in the amount of \$4,178,399.23.

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

Motion Carried

I. Old Business

- A. None

II. New Business

- A. Motion by Ald. Wirball second by Ald. Pietryla to approve recommendation from Mayor Vitek to approve the appointment of Samantha Flamand to the Zoning Board of Appeals.

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

Motion Carried

- B. Motion by Ald. Wirball second by Ald. Pietryla to approve recommendation from Mayor Lora Vitek to Approve the Appointment of the Members of the Equity & Inclusion Commission.

Note: this item was deferred to later in the agenda and considered after the approval of the item IIIA3.

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

Motion Carried

III. Committee Reports

- A. Government Operations

- *1. Motion by Ald. Bessner second by Ald. Wirball to approve a **Resolution 2023-56** to Execute an Agreement with Anthony Timbers LLC for Managed Security Services in the amount of \$614,866.

Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, 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 2023-57** authorizing staff to award Harris Computer Systems the annual contract for CityView software support and maintenance for \$35,081.
Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried
- 3. Motion by Ald. Weber second by Ald. Wirball to approve an **Ordinance 2023-M-18** Establishing an Equity & Inclusion Commission for the City of St. Charles.
Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried
- *4. Motion by Ald. Bessner second by Ald. Wirball to accept and place on file minutes of the May 15, 2023, Government Operations Committee meeting.
Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, 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 approve a **Resolution 2023-58** Authorizing a Purchase Order to Archon Construction for Directional Boring for City Communications.
Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, 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 2023-59** Authorizing a Purchase Order to Meade Electric for Streetlight Maintenance and LED Upgrade Conversions for a one-year period beginning May 1, 2023 through April 30, 2024.
Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, 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 2023-60** Awarding the Bid for Wastewater Treatment Chemical Unit Cost to Polydyne Inc. for a one-year period with optional two-years of renewal.
Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, 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 2023-61** Awarding Change Order No. 2 for Repainting and Repairs to Well #8 Reservoirs to Seven Brothers.

Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, 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 2023-62** Awarding the Proposal for Public Works Sanitary and Stormwater Truck and Camera System to Standard Equipment.

Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, 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 2023-63** 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. Bongard, Ald. Muenz, 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 2023-64** to Authorize a Professional Services Agreement with WBK Engineering for Charlestown Lakes Construction Inspection.

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

Motion Carried

- *8. Motion by Ald. Bessner second by Ald. Wirball to Waive the Formal Bid Procedure and approve a **Resolution 2023-65** to Authorize a Professional Services Agreement with TPI Building and Code Consultants Inc. for Inspection and Plan Review Services.

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

Motion Carried

- *9. Motion by Ald. Bessner second by Ald. Wirball to Waive the Formal Bid Procedure and approve a **Resolution 2023-66** to Authorize a Professional Services Agreement with TPI Building and Code Consultants Inc. for Code Enforcement Services.

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

Motion Carried

C. Planning and Development

None

11. **Public Comment**

12. Additional Items from Mayor, Council or Staff

- Mayor Vitek wished Ald. Bancroft a Happy Birthday! She also wished all the fathers a Happy Father's Day.
- Ald. Pietryla asked if there is an estimated time of the removal of the sign on Lot 4 building 8. City Administrator McGuire responded she made a request with the developer to remove by the of week.

13. 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)

14. Adjournment

Motion by Ald. Wirball, second by Ald. Pietryla to adjourn the meeting at 7:10 pm.
Voice Vote Unanimous

Nancy Garrison, City Clerk

CERTIFIED TO BE A TRUE COPY OF ORIGINAL

Nancy Garrison, City Clerk

ADA Compliance

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6/16/2023

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

5/29/2023 - 6/11/2023

<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						
			119027	8.15	06/01/2023	84124/3	LEVER FLUSH DIE CAST
			119027	14.95	06/01/2023	84154/3	MISC FASTENER SUPPLIES
			119423	14.36	06/01/2023	84160/3	FLARE FITTING
	ST CHARLES ACE LLC Total			37.46			
139	AFLAC						
				21.45	06/02/2023	ACAN230602143837FI	AFLAC Cancer Insurance
				15.54	06/02/2023	ACAN230602143837PI	AFLAC Cancer Insurance
				35.46	06/02/2023	ACAN230602143837PV	AFLAC Cancer Insurance
				78.30	06/02/2023	ADIS230602143837PD	AFLAC Disability and STD
				8.78	06/02/2023	AHIC230602143837FD	AFLAC Hospital Intensive Care
				93.79	06/02/2023	APAC230602143837FI	AFLAC Personal Accident
				95.30	06/02/2023	APAC230602143837PI	AFLAC Personal Accident
				89.78	06/02/2023	APAC230602143837PV	AFLAC Personal Accident
				18.46	06/02/2023	ASPE230602143837PV	AFLAC Specified Event (PRP)
				23.25	06/02/2023	AVOL230602143837PV	AFLAC Voluntary Indemnity
	AFLAC Total			480.11			
149	ALARM DETECTION SYSTEMS INC						
				216.75	06/01/2023	136229-1065	QTRY ALARM JUN-AUG
	ALARM DETECTION SYSTEMS INC Total			216.75			
159	ALFRED BENESCH AND COMPANY						
				379.77	06/01/2023	244623	2022 BRIDGE INSPECTION
			117231	2,920.00	06/01/2023	244838	FIRE DEPT TRAINING TOWER
			116859	666.90	06/01/2023	244839	PRAIRIE STREET BRIDGE
				403.20	06/01/2023	244840	BRIDGE REPAIR SERV-OCT TO
	ALFRED BENESCH AND COMPANY Total			4,369.87			
221	ANDERSON PEST CONTROL						
				681.40	06/01/2023	761696/050723	COMM SERV BILLING ON 5/7/23
	ANDERSON PEST CONTROL Total			681.40			
242	APWA FOX VALLEY BRANCH						

<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>
				130.00	06/01/2023	050123	TIM/MATT WILSON AND HOLLO'
	APWA FOX VALLEY BRANCH Total			130.00			
250	ARCHON CONSTRUCTION CO						
			117858	1,321.86	06/01/2023	221099F2	DIRECTIONAL BORE DELNOR A
			118696	41,280.00	06/01/2023	230146F	KAUTZ RD AND ILLINOIS ST
			118884	1,870.00	06/01/2023	230179F	MILLINGTON AND REDDEN CT
			118884	27,760.00	06/01/2023	230179F-FY23	DIRECTIONAL BORE MILLINGT
	ARCHON CONSTRUCTION CO Total			72,231.86			
254	ARISTA INFORMATION SYSTEMS INC						
			115765	7,497.77	06/01/2023	INV-AIS-0007478	APRIL PRINTING AND POSTAGE
	ARISTA INFORMATION SYSTEMS INC Total			7,497.77			
279	ATLAS CORP & NOTARY SUPPLY CO						
				132.00	06/01/2023	052523ATLAS	NOTARY-ANSON,E MAJEWSKI&
	ATLAS CORP & NOTARY SUPPLY CO Total			132.00			
284	AT&T						
				94.23	06/01/2023	050823	MONTHLY INTERNET 5/9-6/8
	AT&T Total			94.23			
298	AWARD CONCEPTS INC						
			119117	256.45	06/01/2023	I0687550	AWARDS JILL MARTIN
			119117	40.70	06/01/2023	I0688588	AWARDS JEREMY KOLAITES
			119117	139.95	06/01/2023	I0688589	AWARDS RICHARD WADDA
	AWARD CONCEPTS INC Total			437.10			
300	AMERICAN WATER WORKS ASSOC						
				4,325.00	06/01/2023	70020925520	MEMBERSHIPS WW DEPT
	AMERICAN WATER WORKS ASSOC Total			4,325.00			
364	STATE STREET COLLISION						
			119233	96.00	06/01/2023	R000352	ALIGNMENT VEH 1841 RO 6810
	STATE STREET COLLISION Total			96.00			
372	BLUFF CITY MATERIALS						
			116029	1,790.40	06/01/2023	449036	MIXED LOADS
			116029	3,712.00	06/01/2023	453890	MIXED LOADS
			116029	2,041.60	06/01/2023	454612	MIXED LOADS

<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>
	BLUFF CITY MATERIALS Total			<u>7,544.00</u>			
376	INTERNATIONAL CODE COUNCIL INC		117575	145.00	06/01/2023	Q15000001678	GOVERNMENTAL MEMBER 294
	INTERNATIONAL CODE COUNCIL INC Total			<u>145.00</u>			
382	BOUND TREE MEDICAL LLC		119197	1,622.60	06/01/2023	84949559	G5 AED INTELLISENSE BATTER
			119249	1,048.80	06/01/2023	84952878	INVENTORY ITEMS
	BOUND TREE MEDICAL LLC Total			<u>2,671.40</u>			
400	BRUSKE ENTERPRISES INC		119129	284.79	06/01/2023	96891	INVENTORY ITEMS
	BRUSKE ENTERPRISES INC Total			<u>284.79</u>			
513	CHRISTOPHER B BURKE ENG LTD		116449	2,404.76	06/01/2023	6	PECK RD AND CAMPTON HILLS
	CHRISTOPHER B BURKE ENG LTD Total			<u>2,404.76</u>			
526	CLARKE ENVIRONMENTAL MOSQUITO		119218	19,869.00	06/05/2023	001028912	2 OF 4 MOSQUITO SERVICE
	CLARKE ENVIRONMENTAL MOSQUITO Total			<u>19,869.00</u>			
555	COMED			281.90	06/01/2023	7612664040/052423	MONTHLY BILLING 4/24-5/24
	COMED Total			<u>281.90</u>			
614	COSTAR REALTY INFORMATION INC		119301	5,277.48	06/01/2023	120343426	RENEWAL 5/1/23-4/30/24
	COSTAR REALTY INFORMATION INC Total			<u>5,277.48</u>			
674	DELL MARKETING LP		119085	2,443.21	06/01/2023	10671417397	MONITORS AND BASE
	DELL MARKETING LP Total			<u>2,443.21</u>			
708	DISPLAY SALES		119275	1,106.00	06/01/2023	INV-035839	INVENTORY ITEM
			118425	522.00	06/01/2023	INV-035846	FIBERGLASS ROD
	DISPLAY SALES Total			<u>1,628.00</u>			
721	DOC MORGAN INC						

<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>
				22,267.50	05/29/2023	11081811	REQ#23-21 SERVICE RINGS
	DOC MORGAN INC Total			<u>22,267.50</u>			
767	EAGLE ENGRAVING INC						
			119146	15.00	06/01/2023	2023-3674	POLICE DEPT AWARDS
			119427	119.85	06/01/2023	2023-3738	FIRE DEPT ENGRAVING
	EAGLE ENGRAVING INC Total			<u>134.85</u>			
789	ANIXTER INC						
			116176	228,616.26	06/01/2023	5357132-00	INVENTORY ITEMS
			116176	250,241.40	06/01/2023	5357132-01	OKO EPR CONC WIRE
			116176	250,675.00	06/01/2023	5357132-02	OKO CONC WIRE
			116176	249,428.40	06/01/2023	5357132-03	OKO EPR CONC WIRE
			116176	250,891.80	06/01/2023	5357132-04	OKO EPR CONC WIRE
			116176	251,000.20	06/01/2023	5357132-05	INVENTORY ITEMS
			116176	250,702.10	06/01/2023	5357132-06	INVENTORY ITEMS
			116176	183,649.00	06/01/2023	5357132-07	INVENTORY ITEMS
			116176	200,838.10	06/01/2023	5357132-08	INVENTORY ITEMS
			116176	91,735.35	06/01/2023	5357132-11	OKO WIRE
			118858	1,845.69	06/01/2023	5642054-00	AMPACT TOOL CARTRIDGES
			118994	940.00	06/01/2023	5664588-00	INVENTORY ITEMS
			119185	387.00	06/01/2023	5687906-00	INVENTORY ITEMS
	ANIXTER INC Total			<u>2,210,950.30</u>			
815	ENGINEERING ENTERPRISES INC						
			114945	57.00	06/01/2023	76901	2021 MANHOLE REHAB
	ENGINEERING ENTERPRISES INC Total			<u>57.00</u>			
820	ENVIRONMENTAL RESOURCE ASSOC						
			117628	153.00	06/01/2023	043222	WASTEWAT COLIFORMS
	ENVIRONMENTAL RESOURCE ASSOC Total			<u>153.00</u>			
826	BORDER STATES INDUSTRIES INC						
			116203	1,071.90	06/01/2023	926254009	CPR
			119195	11,230.07	06/01/2023	926269603	INVENTORY ITEMS
			119195	223.34	06/01/2023	926277943	INVENTORY ITEMS
			119195	1,007.64	06/01/2023	926302245	STEM CONNECTOR
	BORDER STATES INDUSTRIES INC Total			<u>13,532.95</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>
			119318	250.00	06/01/2023	94480592	ARCGIS ANNUAL SUBSCRIPTIC
			119110	38,500.00	06/01/2023	94480593	7/8/23-7/7/24 AGREEMENT
	ENVIRONMENTAL SYSTEMS RESEARCH Total			38,750.00			
859	FEECE OIL CO						
			117094	1,615.52	06/01/2023	2133784	FUEL
			119273	538.08	06/01/2023	2133789	SUPERQARD OIL
			119295	21,154.00	06/01/2023	3976447	E87 GAS
			119295	22,008.00	06/01/2023	3976448	DIESEL FUEL
	FEECE OIL CO Total			45,315.60			
865	FILTER SERVICES INC						
				2,454.56	06/01/2023	INV309960	FILTERS
			119134	2,475.82	06/01/2023	INV337712	FILTERS
	FILTER SERVICES INC Total			4,930.38			
870	FIRE PENSION FUND						
				657.43	06/02/2023	FP1%230602143837FI	Fire Pension 1% Fee
				7,123.59	06/02/2023	FRP2230602143837FC	Fire Pension Tier 2
				12,428.15	06/02/2023	FRPN230602143837FI	Fire Pension
	FIRE PENSION FUND Total			20,209.17			
891	THE TERRAMAR GROUP INC						
			119025	472.97	06/01/2023	80906	STRIP TANK
	THE TERRAMAR GROUP INC Total			472.97			
894	FLOLO CORPORATION						
			118945	132.82	06/01/2023	457990	PUMP PARTS REPAIR
	FLOLO CORPORATION Total			132.82			
916	FOX VALLEY FIRE & SAFETY CO						
				114.00	06/01/2023	IN00598925	QTRY FIRE ALARM
				114.00	06/01/2023	IN00598926	FIRE ALARM RADIO FOR MAY
				114.00	06/01/2023	IN00598927	QTR FIRE ALARM RADIO-MAY 2
				114.00	06/01/2023	IN00598928	QTRY ALARM SERVICE
				114.00	06/01/2023	IN00598929	QTR FIRE ALARM MAY
				114.00	06/01/2023	IN00598930	QTRY ALARM SERVICE
				114.00	06/01/2023	IN00598931	FIRE ALARM MAY BILLING
				114.00	06/01/2023	IN00598932	QTRY FIRE ALARM SERVICE
				114.00	06/01/2023	IN00598933	QRTY FIRE ALARM MAY

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				114.00	06/01/2023	IN00598934	MAY FIRE ALARM SERVICES
				114.00	06/01/2023	IN00598935	QTR FIRE ALARM RADIO-MAY 2
				114.00	06/01/2023	IN00598936	QRTY FIRE ALARM MAY
			11	114.00	06/01/2023	IN00598937	QRTY FIRE ALARM SERVICE
				114.00	06/01/2023	IN00599018	QTR FIRE ALARM SERVICE
				114.00	06/01/2023	IN00599202	QRTY FIRE ALARM MAY
			117964	1,346.00	06/01/2023	IN00599697	REPAIR WELL # 8
	FOX VALLEY FIRE & SAFETY CO Total			<u>3,056.00</u>			
961	GENEVA CONSTRUCTION COMPANY			-322.38	06/01/2023	60516-CM	CREDITS PO 116862
			119485	45,133.20	06/01/2023	60567	NON MFT PAYOUT FY 24
			119485	83,818.80	06/01/2023	60567-MFT	MFT PAYOUT FY 24
	GENEVA CONSTRUCTION COMPANY Total			<u>128,629.62</u>			
1133	IBEW LOCAL 196			163.50	06/02/2023	UNE 230602143837PV	Union Due - IBEW
				761.39	06/02/2023	UNEW230602143837P	Union Due - IBEW - percent
	IBEW LOCAL 196 Total			<u>924.89</u>			
1136	ICMA RETIREMENT CORP			102.54	06/02/2023	C401230602143837CA	401A Savings Plan Company
				241.09	06/02/2023	C401230602143837CD	401A Savings Plan Company
				621.84	06/02/2023	C401230602143837FD	401A Savings Plan Company
				552.45	06/02/2023	C401230602143837FN	401A Savings Plan Company
				291.11	06/02/2023	C401230602143837HR	401A Savings Plan Company
				513.82	06/02/2023	C401230602143837IS	401A Savings Plan Company
				747.80	06/02/2023	C401230602143837PD	401A Savings Plan Company
				1,002.03	06/02/2023	C401230602143837PV	401A Savings Plan Company
				102.54	06/02/2023	E401230602143837CA	401A Savings Plan Employee
				241.09	06/02/2023	E401230602143837CD	401A Savings Plan Employee
				621.84	06/02/2023	E401230602143837FD	401A Savings Plan Employee
				552.45	06/02/2023	E401230602143837FN	401A Savings Plan Employee
				291.11	06/02/2023	E401230602143837HR	401A Savings Plan Employee
				513.82	06/02/2023	E401230602143837IS	401A Savings Plan Employee
				747.80	06/02/2023	E401230602143837PD	401A Savings Plan Employee
				1,002.03	06/02/2023	E401230602143837PV	401A Savings Plan Employee
				2,783.46	06/02/2023	ICMA230602143837CC	ICMA Deductions - Dollar Amt
				3,903.76	06/02/2023	ICMA230602143837FD	ICMA Deductions - Dollar Amt

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				1,910.00	06/02/2023	ICMA230602143837FN	ICMA Deductions - Dollar Amt
				1,573.84	06/02/2023	ICMA230602143837HF	ICMA Deductions - Dollar Amt
				4,635.84	06/02/2023	ICMA230602143837IS	ICMA Deductions - Dollar Amt
				9,596.64	06/02/2023	ICMA230602143837PC	ICMA Deductions - Dollar Amt
				2,911.00	06/02/2023	ICMA230602143837PV	ICMA Deductions - Dollar Amt
				145.76	06/02/2023	ICMP230602143837CA	ICMA Deductions - Percent
				89.82	06/02/2023	ICMP230602143837CC	ICMA Deductions - Percent
				4,424.56	06/02/2023	ICMP230602143837FD	ICMA Deductions - Percent
				250.48	06/02/2023	ICMP230602143837FN	ICMA Deductions - Percent
				74.14	06/02/2023	ICMP230602143837HF	ICMA Deductions - Percent
				164.82	06/02/2023	ICMP230602143837IS	ICMA Deductions - Percent
				2,920.18	06/02/2023	ICMP230602143837PC	ICMA Deductions - Percent
				1,183.30	06/02/2023	ICMP230602143837PV	ICMA Deductions - Percent
				25.00	06/02/2023	ROTH230602143837FI	Roth IRA Deduction
				110.00	06/02/2023	ROTH230602143837FI	Roth IRA Deduction
				269.23	06/02/2023	ROTH230602143837HI	Roth IRA Deduction
				1,259.23	06/02/2023	ROTH230602143837PI	Roth IRA Deduction
				275.00	06/02/2023	ROTH230602143837PI	Roth IRA Deduction
				550.00	06/02/2023	RTHA230602143837FI	Roth 457 - Dollar Amount
				250.00	06/02/2023	RTHA230602143837IS	Roth 457 - Dollar Amount
				1,430.00	06/02/2023	RTHA230602143837PI	Roth 457 - Dollar Amount
				110.00	06/02/2023	RTHA230602143837PV	Roth 457 - Dollar Amount
				951.41	06/02/2023	RTHP230602143837FI	Roth 457 - Percent
				95.12	06/02/2023	RTHP230602143837PI	Roth 457 - Percent
				47.49	06/02/2023	RTHP230602143837PV	Roth 457 - Percent
	ICMA RETIREMENT CORP Total			<u>50,085.44</u>			
1149	ILLINOIS ENVIRONMENTAL			48,946.03	06/06/2023	L173327-25	IEPA PROJECT #L173327
				16,005.83	06/06/2023	L175564-03	DEBT SERVICE PROJECT L1755
				478,815.64	06/06/2023	L175739-01	DEBT SERVICE PROJECT L1757
	ILLINOIS ENVIRONMENTAL Total			<u>543,767.50</u>			
1160	ILLINOIS WORKERS COMPENSATION			358.99	06/01/2023	052223	WC 1/1/22-6/30/22
	ILLINOIS WORKERS COMPENSATION Total			<u>358.99</u>			
1194	ISAWWA		119278	240.00	06/01/2023	200080958	HYDRANTS/VALVES CLASS

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	ISAWWA Total			<u>240.00</u>			
1240	INTERSTATE BATTERY SYSTEM OF		119198	159.00	06/01/2023	1915201037373	FASTON BATTERY
	INTERSTATE BATTERY SYSTEM OF Total			<u>159.00</u>			
1267	IT SOLUTIONS GROUP INC		119075	2,450.00	06/01/2023	6221	MAY SERVICES
	IT SOLUTIONS GROUP INC Total			<u>2,450.00</u>			
1403	WEST VALLEY GRAPHICS & PRINT		119357	99.50	06/01/2023	8576	BUSINESS CARDS ASHLEY SPA
	WEST VALLEY GRAPHICS & PRINT Total			<u>99.50</u>			
1450	LEE JENSEN SALES CO INC		118892	1,656.00	06/01/2023	0021384-00	TSURUMI/DIXON ALUM/ULTRA S
	LEE JENSEN SALES CO INC Total			<u>1,656.00</u>			
1482	ARTHUR J LOOTENS & SON INC			9,909.11	06/01/2023	34766	2ND ST CONCRETE CURB
				13,518.14	06/01/2023	34767	KIRK RD CONCRETE REMOVAL
	ARTHUR J LOOTENS & SON INC Total			<u>23,427.25</u>			
1489	LOWES		119053	1,032.60	06/01/2023	901278/051523	TOOLS
			119053	265.60	06/01/2023	902044/051523	POTTING MIX
			119053	52.28	06/01/2023	902207/051623	MISC SUPPLIES
			119053	12.49	06/01/2023	902275/050823	MISC SUPPLIES
			119053	33.22	06/01/2023	902300/050823	MISC SUPPLIES
			119053	23.74	06/01/2023	902656/051123	MISC FASTENER SUPPLIES
			119053	23.72	06/01/2023	902758/050423	CACHE AERATOR SET
			119053	39.87	06/01/2023	902765/051223	MISC SUPPLIES
			119053	9.02	06/01/2023	902772/050423	HIDDEN AERATOR KEY RING
			119071	19.92	06/01/2023	902940/050523	5 GALLON BOTTLE WATER
			119358	132.92	06/01/2023	961056/050123	LIGHTING CABLE
			119077	367.34	06/01/2023	961062/050423	ORANGE STUFF BRUSHES
			119252	60.72	06/01/2023	961080/051223	INVENTORY ITEMS
			119236	91.89	06/01/2023	961081/051023	MISC PARTS
			119264	447.49	06/01/2023	961083/051223	INVENTORY ITEMS
			119264	27.08	06/01/2023	961095/051523	INVENTORY ITEMS

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			119236	7.52	06/01/2023	961099/051623	MALE ADAPTER
			119071	28.04	06/01/2023	984394/050423	STAPLES FOR POLICE DEPT
			119142	77.16	06/01/2023	984428/050423	OLD CHIC CORNER FORM
	LOWES Total			<u>2,752.62</u>			
1506	MAGID GLOVE & SAFETY MFG LLC		119137	99.91	06/01/2023	4544015	MENS CORE GLOVES
	MAGID GLOVE & SAFETY MFG LLC Total			<u>99.91</u>			
1518	MANAGEMENT ASSOC OF ILLINOIS		119122	2,720.00	06/01/2023	FY24-3550	2024 MEMBERSHIP DUES
	MANAGEMENT ASSOC OF ILLINOIS Total			<u>2,720.00</u>			
1582	MCMASTER CARR SUPPLY CO		119473	363.99	06/01/2023	98624092	INVENTORY ITEMS
	MCMASTER CARR SUPPLY CO Total			<u>363.99</u>			
1600	MENDEL PLUMBING & HEATING INC			900.50	06/01/2023	420447	REPAIR WATER DEPT
	MENDEL PLUMBING & HEATING INC Total			<u>900.50</u>			
1604	METRO TANK AND PUMP COMPANY		118305	3,545.00	06/01/2023	18937	SERVICE CALL PUMP
	METRO TANK AND PUMP COMPANY Total			<u>3,545.00</u>			
1613	METROPOLITAN ALLIANCE OF POL			1,260.00	06/02/2023	UNP 230602143837PD	Union Dues - IMAP
				135.00	06/02/2023	UNPS230602143837PI	Union Dues-Police Sergeants
	METROPOLITAN ALLIANCE OF POL Total			<u>1,395.00</u>			
1651	MNJ TECHNOLOGIES DIRECT INC		116422	1,037.94	06/01/2023	0003893785	SMART CARD READER CABLE
			119136	2,190.00	06/01/2023	CINV004000493	DELL FULL HD WLED MONITOR
	MNJ TECHNOLOGIES DIRECT INC Total			<u>3,227.94</u>			
1655	MONROE TRUCK EQUIPMENT		118351	145.68	06/01/2023	5483201	PLUG
	MONROE TRUCK EQUIPMENT Total			<u>145.68</u>			
1668	WOLSELEY INVESTMENTS INC		119067	500.36	06/01/2023	7210446	MISC NUTS AND BOLTS

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			119256	189.56	06/01/2023	7224864	BRASS PARTS
			119256	45.26	06/01/2023	7224864-1	INVENTORY ITEMS
	WOLSELEY INVESTMENTS INC Total			735.18			
1704	NCPERS IL IMRF						
				16.00	06/02/2023	NCP2230602143837C/	NCPERS 2
				8.00	06/02/2023	NCP2230602143837FM	NCPERS 2
				8.00	06/02/2023	NCP2230602143837PV	NCPERS 2
	NCPERS IL IMRF Total			32.00			
1705	NEENAH FOUNDRY COMPANY CORP						
			119130	1,152.00	06/01/2023	112310	FRAME INVENTORY
	NEENAH FOUNDRY COMPANY CORP Total			1,152.00			
1714	MICHAEL NEUMAIER						
				40.00	06/01/2023	052523MN	PARAMEDIC RENEWAL
	MICHAEL NEUMAIER Total			40.00			
1737	NORTH EAST MULTI REGIONAL TRNG						
			119160	200.00	06/01/2023	325823	JACOBO HANDGUN SKILLS
	NORTH EAST MULTI REGIONAL TRNG Total			200.00			
1745	NICOR						
				156.91	06/01/2023	0000 6 MAY 26 2023	ACCT: 55-00-99-0000-6
				2,945.30	06/01/2023	0929 6 MAY 26 2023	ACCT: 17-18-43-0929-6
				51.80	06/01/2023	1000 2 MAY 23 2023	ACCT: 24-53-60-1000-2
				216.86	06/01/2023	1000 2 MAY 26 2023	ACCT: 53-14-51-1000-2
				52.49	06/01/2023	1000 3 MAY 26 2023	ACCT: 20-68-91-1000-3
				73.43	06/01/2023	1000 4 MAY 26 2023	ACCT: 11-31-51-1000-4
				55.12	06/01/2023	1000 5 MAY 26 2023	ACCT: 50-85-00-1000-5
				136.01	06/01/2023	1000 9 12 MAY 26 2023	ACCT: 99-38-20-1000-9
				171.19	06/01/2023	1000 9 MAY 26 2023	ACCT: 35-14-51-1000-9
				1,073.33	06/01/2023	7652 0 MAY 26 2023	ACCT: 01-08-77-7652-0
				2,579.79	06/01/2023	8317 9 MAY 26 2023	ACCT: 81-44-33-8317-9
				131.42	06/01/2023	9226 2 MAY 26 2023	ACCT: 84-32-13-9226-2
				51.18	06/01/2023	9676 7 MAY 26 2023	ACCT: 39-18-86-9676-7
	NICOR Total			7,694.83			
1756	NCL OF WISCONSIN INC						
				169.10	06/01/2023	486225	GRAM'S STAIN KIT

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			119222	1,583.61	06/01/2023	487161	MISC SUPPLIES
			119109	612.59	06/01/2023	487324	INVENTORY ITEMS
	NCL OF WISCONSIN INC Total			<u>2,365.30</u>			
1775	RAY OHERRON CO INC						
			119159	445.98	06/01/2023	2270045	UNIFORMS REDMANN
			119159	69.14	06/01/2023	2270384	POLICE UNIFORMS HOHMAN
			119159	329.98	06/01/2023	2270385	POLICE UNIFORMS NICHOLSOI
			119159	49.95	06/01/2023	2270733	UNIFORM-PARKER HENDERSO
			119159	502.96	06/01/2023	2270734	UNIFORM-JANIS SCHUESSLER
			119159	387.92	06/01/2023	2270737	UNIFORM - SCHUMACHER
			119159	35.98	06/01/2023	2270738	UNIFORM-JANIS SCHUESSLER
			119159	131.78	06/01/2023	2270740	UNIFORM - JOSH ROWOLDT
			119159	124.99	06/01/2023	2270741	UNIFORM-JAMES KEEGAN
			119159	413.97	06/01/2023	2271446	POLICE DEPT UNIFORMS ANSC
			119159	679.89	06/01/2023	2271447	POLICE DEPT UNIFORMS CRUM
	RAY OHERRON CO INC Total			<u>3,172.54</u>			
1850	PICTOMETRY INTERNATIONAL CORP						
			118941	2,200.00	06/01/2023	US437329	PICTOMETRY CONNECT
	PICTOMETRY INTERNATIONAL CORP Total			<u>2,200.00</u>			
1861	POLICE PENSION FUND						
				14,901.80	06/02/2023	PLP2230602143837PD	Police Pension Tier 2
				10,800.37	06/02/2023	PLPN230602143837PE	Police Pension
				782.90	06/02/2023	PLPR230602143837PE	Police Pens Service Buyback
				472.22	06/02/2023	POLP230602143837PE	Police Pension - non deferred
	POLICE PENSION FUND Total			<u>26,957.29</u>			
1897	PRIME TACK & SEAL CO						
			119140	807.04	06/01/2023	74919	TICKET 105489 HFE-90
	PRIME TACK & SEAL CO Total			<u>807.04</u>			
1898	PRIORITY PRODUCTS INC						
			119036	168.28	06/01/2023	988272	FLEET PARTS SCREWS
			119093	2,992.00	06/01/2023	989154	INVENTORY ITEMS
			119093	299.20	06/01/2023	989596	PARKER 471TC-8
	PRIORITY PRODUCTS INC Total			<u>3,459.48</u>			
2018	RJN GROUP INC						

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			117949	4,920.00	06/01/2023	393703	SERVICES THRU 4/28/23
	RJN GROUP INC Total			4,920.00			
2111	SECRETARY OF STATE POLICE						
				151.00	06/01/2023	P311961	CONFIDENTIAL PLATE RENEW/
	SECRETARY OF STATE POLICE Total			151.00			
2137	SHERWIN WILLIAMS						
			119034	250.07	06/01/2023	8246-5	MISC PAINT SUPPLIES
	SHERWIN WILLIAMS Total			250.07			
2157	SISLERS ICE INC						
				99.50	06/01/2023	202005076	ICE DELIVERY STREET & WATE
	SISLERS ICE INC Total			99.50			
2205	STATE FIRE MARSHAL						
			119402	75.00	06/01/2023	5125135997	CERTIFICATION ELEVATOR
			119402	75.00	06/01/2023	5125136026	CERTIFICATE ELEVATOR
			119402	225.00	06/01/2023	5125136056	CERTIFICATION ELEVATOR
	STATE FIRE MARSHAL Total			375.00			
2206	STAPLES CONTRACT & COMMERCIAL						
			117602	161.15	06/01/2023	3534838832	PAPER TOWELS
			117602	624.60	06/01/2023	3534838833	PAPER TOWELS
			119368	470.70	06/01/2023	3539156017	INVENTORY ITEMS
			118828	774.10	06/01/2023	3539156018	TOWELS AND CUPS
			119274	966.45	06/01/2023	3539156019	TOLIET PAPER
			119386	303.40	06/01/2023	3539156020	TOWELS
	STAPLES CONTRACT & COMMERCIAL Total			3,300.40			
2216	ST CHARLES PARK DISTRICT						
			119453	16,488.00	06/01/2023	052423	FIREWORKS CONTRIBUTION
	ST CHARLES PARK DISTRICT Total			16,488.00			
2235	STEINER ELECTRIC COMPANY						
			118618	1,355.94	06/01/2023	S007325024.002	STACKABLE GREEN BOX
	STEINER ELECTRIC COMPANY Total			1,355.94			
2273	SUPERIOR ASPHALT MATERIALS LLC						
			113	564.82	06/01/2023	20230260	N50 SURFACE

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			113	1,588.44	06/01/2023	20230300	N50 SURFACE
			113	1,584.72	06/01/2023	20230312	N50 SURFACE
			113	403.00	06/01/2023	20230327	N50 SURFACE
			113	1,640.52	06/01/2023	20230363	N50 SURFACE
			113	1,333.00	06/01/2023	20230379	N50 SURFACE
	SUPERIOR ASPHALT MATERIALS LLC Total			<u>7,114.50</u>			
2301	GENERAL CHAUFFERS SALES DRIVER			178.50	06/02/2023	UNT 230602143837CD	Union Dues - Teamsters
				2,596.00	06/02/2023	UNT 230602143837PV	Union Dues - Teamsters
	GENERAL CHAUFFERS SALES DRIVER Total			<u>2,774.50</u>			
2316	APC STORE						
			115546	448.74	06/01/2023	478-576807	CERAMIC PADS AND BRAKES
			119135	233.55	06/01/2023	478-577006	CONTOUR BLADES
			119191	1,116.03	06/01/2023	478-577208	BEARING SET AND OTHER ITEM
			119052	9.79	06/01/2023	478-577246	FITTING
			119056	39.46	06/01/2023	478-577449	SEAN SEALER
			119056	261.39	06/01/2023	478-577513	BATTERY
			119056	141.39	06/01/2023	478-577569	BATTERY
			119056	333.18	06/01/2023	478-577693	FLEET PARTS
			119056	5.87	06/01/2023	478-577694	WASHER SOLVENT-20
			119369	39.16	06/01/2023	478-577738	STEP WAX N DRY
			119056	54.47	06/01/2023	478-577896	AIR FILTER VEH 2139
			119056	200.70	06/01/2023	478-577914	F PUMP HANGER/FUEL FILTER
			119056	333.18	06/01/2023	478-577963	MISC SUPPLIES VEH 1744
			119476	207.37	06/01/2023	478-578216	INVENTORY ITEMS
	APC STORE Total			<u>3,424.28</u>			
2344	TRADEMAN PHOTOGRAPHY LLC						
			119467	1,089.00	06/01/2023	051523	DIGITAL DOWNLOAD+LIBRARY
	TRADEMAN PHOTOGRAPHY LLC Total			<u>1,089.00</u>			
2345	TRAFFIC CONTROL & PROTECTION						
			119104	191.50	06/01/2023	114715	NYLON WASHER
	TRAFFIC CONTROL & PROTECTION Total			<u>191.50</u>			
2363	TROTTER & ASSOCIATES INC						
			119012	23,770.50	06/01/2023	21437	WATER MASTER PLAN
			115886	1,816.00	06/01/2023	21439	RIVERSIDE WATERMAIN REPAIR

<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>
			109848	2,055.50	06/01/2023	21482	SWITCHGEAR EXTRAS
			117003	17,715.31	06/01/2023	21633	WEST SIDE WRF PHASE III
			109848	18,387.75	06/01/2023	21634	RIVERSIDE PUMP STATION
			118595	2,366.50	06/01/2023	21635	UV & FC REHAB
			118595	3,235.00	06/01/2023	21636	UV & FC REHAB
			115886	4,709.25	06/01/2023	21637	SOP MANUAL WEST SIDE WRF
			116811	1,050.00	06/01/2023	21638	RIVERSIDE LIFT STATION DROI
			118013	6,184.43	06/01/2023	21639	MAIN WWTF BOILER BY PASS
			109848	1,936.50	06/01/2023	21640	SWITCHGEAR EXTRAS
			117004	4,817.00	06/01/2023	21647	2023 NPDES PERMIT RENEWAL
			117004	40,892.75	06/01/2023	21689	WELL 7 & 13 INTERCONNECT/C
			119012	15,777.00	06/01/2023	21690	2023 WATER AND WW MASTER
	TROTTER & ASSOCIATES INC Total			144,713.49			
2373	TYLER MEDICAL SERVICES			954.00	06/01/2023	051923	445240 445215 444972 445167
	TYLER MEDICAL SERVICES Total			954.00			
2401	UUSCO OF ILLINOIS INC						
			119181	277.25	06/01/2023	3039955	U GUARD CLEVIS WASHER
			119163	512.08	06/01/2023	3039976	INVENTORY ITEMS
			119463	117.60	06/01/2023	3040015	INVENTORY ITEMS
	UUSCO OF ILLINOIS INC Total			906.93			
2403	UNITED PARCEL SERVICE						
				273.74	06/01/2023	0000650961173A	WEEKLY SHIPPING CHARGES
				114.54	06/01/2023	0000650961203/05202	SHIPPING
	UNITED PARCEL SERVICE Total			388.28			
2470	WAREHOUSE DIRECT						
			119113	312.52	06/01/2023	5489407-0	POLICE DEPT OFFICE SUPPLIE
			119113	10.59	06/01/2023	5491405-0	OFFICE SUPPLIES POLICE DEF
			119113	79.48	06/01/2023	5493250-0	POLICE DEPT FOLDERS
	WAREHOUSE DIRECT Total			402.59			
2478	WATER PRODUCTS COMPANY						
			119114	6,916.34	06/01/2023	0315803	WATER DEPT PARTS
	WATER PRODUCTS COMPANY Total			6,916.34			
2479	WATER ENVIRONMENTAL FEDERATION						

<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>
				210.00	06/01/2023	042523	FY24 CHRISTINA SMITH MEMBE
	WATER ENVIRONMENTAL FEDERATION Total			<u>210.00</u>			
2490	WELCH BROS INC						
			118546	272.00	06/01/2023	3214914	BARREL RISER
	WELCH BROS INC Total			<u>272.00</u>			
2506	EESCO						
			118870	310.80	06/01/2023	477222	GUY STRAIN INSLUTR
			118992	375.00	06/01/2023	480605	INVENTORY ITEMS
			119302	842.00	06/01/2023	490889	GALV STEEL RIGID CONDO
	EESCO Total			<u>1,527.80</u>			
2545	GRAINGER INC						
				-171.53	06/01/2023	9683767835	CREDITS INV 9699942737
				-139.00	06/01/2023	9683767843	FREIGHT ADJUSTMENT PO 119
			119190	157.40	06/01/2023	9699660180	BRUSHED NICKEL ARC
				310.53	06/01/2023	9699942737	CREDIT RECEIVED
			119219	164.54	06/01/2023	9700349104	CRIMPING TOOL
			119226	159.66	06/01/2023	9700819973	TUBE CUTTER
			119235	672.60	06/01/2023	9700819981	SUMP PUMP VERTICAL FLOAT
			119254	228.00	06/01/2023	9701995608	BALL VALVE
			119251	61.36	06/01/2023	9702242877	SLOTTED SSCREWDRIVER
			119259	265.32	06/01/2023	97029585087	V BELTS
			119268	2,323.77	06/01/2023	9703300609	INVENTORY ITEMS
			119190	191.95	06/01/2023	9704693366	AS ST SINK
			119190	310.53	06/01/2023	9705451939	TANK TOLIET
	GRAINGER INC Total			<u>4,535.13</u>			
2637	ILLINOIS DEPT OF REVENUE						
				900.43	06/02/2023	ILST230602143837CA	Illinois State Tax
				2,500.60	06/02/2023	ILST230602143837CD	Illinois State Tax
				300.08	06/02/2023	ILST230602143837ED	Illinois State Tax
				9,826.45	06/02/2023	ILST230602143837FD	Illinois State Tax
				2,048.35	06/02/2023	ILST230602143837FN	Illinois State Tax
				869.23	06/02/2023	ILST230602143837HR	Illinois State Tax
				1,763.15	06/02/2023	ILST230602143837IS	Illinois State Tax
				12,595.72	06/02/2023	ILST230602143837PD	Illinois State Tax
				15,975.39	06/02/2023	ILST230602143837PW	Illinois State Tax

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	ILLINOIS DEPT OF REVENUE Total			<u>46,779.40</u>			
2638	INTERNAL REVENUE SERVICE						
				1,260.74	06/02/2023	FICA230602143837CA	FICA Employee
				3,504.16	06/02/2023	FICA230602143837CD	FICA Employee
				367.25	06/02/2023	FICA230602143837ED	FICA Employee
				977.94	06/02/2023	FICA230602143837FD	FICA Employee
				2,857.75	06/02/2023	FICA230602143837FN	FICA Employee
				1,282.65	06/02/2023	FICA230602143837HR	FICA Employee
				2,741.19	06/02/2023	FICA230602143837IS	FICA Employee
				2,605.75	06/02/2023	FICA230602143837PD	FICA Employee
				21,833.94	06/02/2023	FICA230602143837PV	FICA Employee
				1,260.74	06/02/2023	FICE230602143837CA	FICA Employer
				3,504.16	06/02/2023	FICE230602143837CD	FICA Employer
				367.25	06/02/2023	FICE230602143837ED	FICA Employer
				958.34	06/02/2023	FICE230602143837FD	FICA Employer
				2,857.75	06/02/2023	FICE230602143837FN	FICA Employer
				1,282.65	06/02/2023	FICE230602143837HR	FICA Employer
				2,741.19	06/02/2023	FICE230602143837IS	FICA Employer
				2,625.35	06/02/2023	FICE230602143837PD	FICA Employer
				21,833.94	06/02/2023	FICE230602143837PV	FICA Employer
				2,829.12	06/02/2023	FIT 230602143837CA	Federal Withholding Tax
				8,424.47	06/02/2023	FIT 230602143837CD	Federal Withholding Tax
				1,080.63	06/02/2023	FIT 230602143837ED	Federal Withholding Tax
				25,699.86	06/02/2023	FIT 230602143837FD	Federal Withholding Tax
				5,457.37	06/02/2023	FIT 230602143837FN	Federal Withholding Tax
				2,539.93	06/02/2023	FIT 230602143837HR	Federal Withholding Tax
				4,472.77	06/02/2023	FIT 230602143837IS	Federal Withholding Tax
				30,878.89	06/02/2023	FIT 230602143837PD	Federal Withholding Tax
				37,447.74	06/02/2023	FIT 230602143837PW	Federal Withholding Tax
				294.87	06/02/2023	MEDE230602143837C	Medicare Employee
				819.55	06/02/2023	MEDE230602143837C	Medicare Employee
				85.89	06/02/2023	MEDE230602143837E	Medicare Employee
				3,366.37	06/02/2023	MEDE230602143837FI	Medicare Employee
				668.31	06/02/2023	MEDE230602143837FI	Medicare Employee
				299.97	06/02/2023	MEDE230602143837H	Medicare Employee
				641.08	06/02/2023	MEDE230602143837IS	Medicare Employee
				4,410.99	06/02/2023	MEDE230602143837PI	Medicare Employee
				5,106.30	06/02/2023	MEDE230602143837P'	Medicare Employee

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				294.87	06/02/2023	MEDR230602143837C	Medicare Employer
				819.55	06/02/2023	MEDR230602143837C	Medicare Employer
				85.89	06/02/2023	MEDR230602143837E	Medicare Employer
				3,361.75	06/02/2023	MEDR230602143837FI	Medicare Employer
				668.31	06/02/2023	MEDR230602143837FI	Medicare Employer
				299.97	06/02/2023	MEDR230602143837H	Medicare Employer
				641.08	06/02/2023	MEDR230602143837IS	Medicare Employer
				4,415.61	06/02/2023	MEDR230602143837P	Medicare Employer
				5,106.30	06/02/2023	MEDR230602143837P'	Medicare Employer
	INTERNAL REVENUE SERVICE Total			<u>225,080.18</u>			
2639	STATE DISBURSEMENT UNIT						
				369.23	06/02/2023	00000486230602143E	IL Child Support Amount 1
				700.15	06/02/2023	000001225230602143E	IL Child Support Amount 1
				596.30	06/02/2023	000001244230602143E	IL Child Support Amount 1
				640.15	06/02/2023	000001412230602143E	IL Child Support Amount 1
				499.84	06/02/2023	000001527230602143E	IL Child Support Amount 1
				321.72	06/02/2023	000001539230602143E	IL Child Support Amount 1
	STATE DISBURSEMENT UNIT Total			<u>3,127.39</u>			
2644	IMRF						
				180,353.85	06/02/2023	060223	MONTHLY IMRF PAYROLL MAY
	IMRF Total			<u>180,353.85</u>			
2650	OVERHEAD MATERIAL HANDLING ILL						
			118893	2,458.00	06/01/2023	31818	CRANE INSPECTIONS
	OVERHEAD MATERIAL HANDLING ILL Total			<u>2,458.00</u>			
2666	WINSTON ENGINEERING LLC						
			115876	725.00	06/01/2023	0515CF1800	SOIL TESTING 4/17-4/22/23
	WINSTON ENGINEERING LLC Total			<u>725.00</u>			
2871	WHITTAKER CONSTRUCTION						
			116115	1,051,759.38	06/01/2023	10-2023	2021 RIVERSIDE LIFT STATION
	WHITTAKER CONSTRUCTION Total			<u>1,051,759.38</u>			
2888	BRAD WILTON						
				185.00	06/01/2023	052523BW	BOOT REIMBURSEMENT
	BRAD WILTON Total			<u>185.00</u>			

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	STAT PROC					
2894	HAVLICEK ACE HARDWARE LLC	119026	1,196.10	06/01/2023	101605/1	WASHING MACHINE
	HAVLICEK ACE HARDWARE LLC Total		<u>1,196.10</u>			
2950	SAFETY SUPPLY ILLINOIS LLC	119051	277.27	06/01/2023	1902777663	LIME CLASS RAIN BIBS/JACKET
	SAFETY SUPPLY ILLINOIS LLC Total		<u>277.27</u>			
2990	HAWKINS INC	112	4,236.33	06/01/2023	6466162	WATER DEPT CHEMICALS
	HAWKINS INC Total		<u>4,236.33</u>			
3080	ADAIER ENTERPRISES INC	119022	950.00	06/01/2023	BO-T00014011	CYLINDER REPAIR
	ADAIER ENTERPRISES INC Total		<u>950.00</u>			
3099	MIDWEST SALT LLC	111	3,095.30	06/01/2023	P468070	MVP INDUSTRIAL COARSE
	MIDWEST SALT LLC Total		<u>3,095.30</u>			
3102	RUSH PARTS CENTERS OF ILLINOIS	119057	223.38	06/01/2023	3032356984	PARTS FOR TRUCK # 1794
		119057	406.30	06/01/2023	3032532982	MISC PARTS FOR FLEET
		119310	150.35	06/01/2023	3032534441	FUEL/AIR/NANONET FILTERS
		119057	44.74	06/01/2023	3032544548	PARTS FOR EQUIPMENT # 1933
		119310	114.05	06/01/2023	3032550426	FILTERS
	RUSH PARTS CENTERS OF ILLINOIS Total		<u>938.82</u>			
3106	CIVILTECH ENGINEERING INC	116197	6,206.73	06/01/2023	52529	BIKE/PEDESTRIAN IMPROVEME
	CIVILTECH ENGINEERING INC Total		<u>6,206.73</u>			
3111	EMERGENCY SERVICES MARKETING	119232	810.00	06/01/2023	050923	MEMBERSHIP RENEWAL
	EMERGENCY SERVICES MARKETING Total		<u>810.00</u>			
3135	RUSSELL HAYWOOD		60.00	06/01/2023	052323RH	PER DIEM JUNE 6-8
	RUSSELL HAYWOOD Total		<u>60.00</u>			
3236	HR GREEN INC					

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			116137	39,101.76	06/01/2023	162761	7TH AVE CREEK PHASE 2
	HR GREEN INC Total			<u>39,101.76</u>			
3280	PLANET DEPOS LLC						
			119043	810.65	06/01/2023	580543	TRANSCRIPTION SERVICES
			119043	1,676.10	06/01/2023	581040	TRANSCRIPTION
	PLANET DEPOS LLC Total			<u>2,486.75</u>			
3484	MIDLAND STANDARD ENGINEERING						
			118312	11,185.50	06/01/2023	270203	7TH, 6TH, AND 4TH WATERMAIN
			118313	4,709.50	06/01/2023	270204	DUNHAM AND RSG SANITARY S
			118431	5,429.50	06/01/2023	270205	STATE STREET SANITARY SEW
	MIDLAND STANDARD ENGINEERING Total			<u>21,324.50</u>			
3490	HI-LINE UTILITY SUPPLY CO LLC						
			118985	209.57	06/01/2023	10240686	UNIVERSAL TREE PRUNER
			119008	437.14	06/01/2023	10240793	RATCHET PENTA
			118857	963.53	06/01/2023	10241012	DEAD END ARM W/CLUSTER
			119083	268.40	06/01/2023	10241291	TESTING GLOVES SERVICE
			119079	37.50	06/01/2023	10241307	GLOVES TESTING SERVICE
	HI-LINE UTILITY SUPPLY CO LLC Total			<u>1,916.14</u>			
3514	OPTIV SECURITY INC						
			119099	18,595.17	06/01/2023	INV-100258488489	IMPERVA ENTERPRISE SUBSCI
	OPTIV SECURITY INC Total			<u>18,595.17</u>			
3518	CABLEXPRESS CORPORATION						
			119227	793.78	06/01/2023	7190758	EQUAL2NEW CISCO IP PHONE
	CABLEXPRESS CORPORATION Total			<u>793.78</u>			
3521	DELL INC						
			119229	45,319.92	06/01/2023	10670809832	EXCHANGE SERVICE & USER
	DELL INC Total			<u>45,319.92</u>			
3540	SERVICE LIGHTING & ELECTRICAL						
			119149	204.47	06/01/2023	W03628634	LIGHT BULBS
			119149	253.00	06/01/2023	W03628885	LIGHT BULBS
	SERVICE LIGHTING & ELECTRICAL Total			<u>457.47</u>			
3596	GRAYBAR ELECTRIC CO INC						

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			119186	425.25	06/01/2023	9332099327	SALISBURY BUTTON SLEEVE
			119186	1,084.52	06/01/2023	9332118414	SALISBURY 15KV SILICONE
	GRAYBAR ELECTRIC CO INC Total			<u>1,509.77</u>			
3684	RESPECT TECHNOLOGY INC		119076	2,880.00	06/01/2023	20620	MONTHLY AGREEMENT
			117582	10,700.00	06/01/2023	20627	ST CHARLES MIGRATION SERV
	RESPECT TECHNOLOGY INC Total			<u>13,580.00</u>			
3786	EMPLOYEE BENEFITS CORPORATION		119126	234.36	06/01/2023	4034256	BESTFLEX PLAN-ADMIN FEE
	EMPLOYEE BENEFITS CORPORATION Total			<u>234.36</u>			
3797	ONE WAY SAFETY LLC		116002	495.00	06/01/2023	SE-001099	TESTING SERVICE
	ONE WAY SAFETY LLC Total			<u>495.00</u>			
3799	LRS HOLDINGS LLC		116457	2,168.02	06/01/2023	0005308921	1ST STREET APRIL REMOVAL
			115706	192.00	06/01/2023	PS528678	SERVICES 4/7/23-5/4/23
			115562	91.00	06/01/2023	PS528679	SERVICES 4/7/23-5/4/23
			116554	536.00	06/01/2023	PS528680	SERVICES 4/7/23-5/4/23
			118856	2,000.00	06/01/2023	PS528681	RENTAL OF TRAILER
			118970	175.00	06/01/2023	PS528682	RENTAL ONE DAY
			118970	175.00	06/01/2023	PS528683	RENTAL ONE DAY
	LRS HOLDINGS LLC Total			<u>5,337.02</u>			
3805	EMPLOYEE BENEFITS CORP - ACH			14,907.02	05/31/2023	C98632-202305	FLEXIBLE SPENDING CLAIMS
	EMPLOYEE BENEFITS CORP - ACH Total			<u>14,907.02</u>			
3882	CORE & MAIN LP		118999	8,192.00	06/01/2023	S737659	VALVE/GASKET/SAW
			119000	5,196.00	06/01/2023	S739344	VALVE & GASKET
			119158	1,350.00	06/01/2023	S756375	WATER DEPT PARTS
			119158	1,072.00	06/01/2023	S776743	MISC PARTS FOR SERVICE
			119158	340.78	06/01/2023	S777000	MISC PARTS FOR SERVICE
			119108	496.00	06/01/2023	S792158	INVENTORY ITEMS
			119158	949.00	06/01/2023	S796770	HYMAX GRIP CLPG
			119193	443.37	06/01/2023	S810628	MISC SUPPLIES

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			119215	231.50	06/01/2023	S811972	MISC SUPPLIES
			119108	430.50	06/01/2023	S850292	INVENTORY ITEMS
	CORE & MAIN LP Total			18,701.15			
3886	VIA CARLITA LLC						
			115553	63.55	06/01/2023	66648	KIT
			119035	236.50	06/01/2023	66927	SHAFT TRUCK # 1998 RO#6810:
			119035	68.02	06/01/2023	66978	WHEEL VEH 1841 RO 68106
	VIA CARLITA LLC Total			368.07			
3890	GOVERNMENTJOBS.COM INC						
			119144	6,249.50	06/01/2023	INV-35289	ONBOARDING SUBSCRIPTION
	GOVERNMENTJOBS.COM INC Total			6,249.50			
3946	JENNIFER LARSEN						
				32.00	06/01/2023	051723JL	PER DIEM SEC ASSULT JUNE 5
	JENNIFER LARSEN Total			32.00			
3968	TRANSAMERICA CORPORATION						
				5,065.94	06/02/2023	RHFP230602143837PI	Retiree Healthcare Funding Pla
				1,358.37	06/02/2023	S115230602143837FD	Sect 115 Retiree Health Plan
	TRANSAMERICA CORPORATION Total			6,424.31			
3973	HSA BANK WIRE ONLY						
				216.67	06/02/2023	HSAF230602143837C/	Health Savings Plan - Family
				364.58	06/02/2023	HSAF230602143837CI	Health Savings Plan - Family
				3,235.43	06/02/2023	HSAF230602143837FI	Health Savings Plan - Family
				183.33	06/02/2023	HSAF230602143837FM	Health Savings Plan - Family
				984.17	06/02/2023	HSAF230602143837HF	Health Savings Plan - Family
				737.50	06/02/2023	HSAF230602143837IS	Health Savings Plan - Family
				1,286.67	06/02/2023	HSAF230602143837PI	Health Savings Plan - Family
				888.74	06/02/2023	HSAF230602143837PV	Health Savings Plan - Family
				202.08	06/02/2023	HSAS230602143837C/	Health Savings - Self Only
				320.84	06/02/2023	HSAS230602143837CI	Health Savings - Self Only
				1,239.18	06/02/2023	HSAS230602143837FI	Health Savings - Self Only
				852.09	06/02/2023	HSAS230602143837PI	Health Savings - Self Only
				429.17	06/02/2023	HSAS230602143837PV	Health Savings - Self Only
	HSA BANK WIRE ONLY Total			10,940.45			
4020	TREES R US INC						

<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>
			116295	20,926.08	06/01/2023	27101	APRIL BRUSH COLLECTIONS
	TREES R US INC Total			<u>20,926.08</u>			
4074	AMAZON CAPITAL SERVICES INC						
			119021	14.99	06/01/2023	11RH-KYQM-91D1	LIPO BATTERY
			119356	94.99	06/01/2023	11VH-RXGR-DNF3	BAUSTARK DUAL LENSES HD
				-45.99	06/01/2023	13D7-RQCV-F94M	RETURN PRODUCT PO 119168-
			119400	172.00	06/01/2023	13M1-6QYK-33HG	MILWAUKEE ELECTRIC TOOL
			119116	235.05	06/01/2023	13RF-469G-GFMM	BOOKS FOR HR
			119440	124.00	06/01/2023	16CJ-TWNP-1MV7	PRO GATE SUPPLY BARREL HII
			119437	401.40	06/01/2023	17QG-4CN9-N1RC	INVENTORY ITEMS
			119351	43.93	06/01/2023	19K7-HH1M-XWY3	DELTA BIFOCAL SAFETY GLASS
			119088	7.19	06/01/2023	1DVW-6KCH-3PHW	HEADPHONE EXTENSION CABL
			119356	76.47	06/01/2023	1F61-4JWG-KDL7	ENDOSCOPE CAMERA
				-9.75	06/01/2023	1GKR-NWFV-FJ9N	RETURNED PO 119168-2
			119364	13.05	06/01/2023	1GR1-QCNH-M99V	DELTA PLUS BIFOCAL SAFETY I
			119168	149.99	06/01/2023	1H17-H19D-31F6	AVALON COUNTERTOP WATER
			119454	12.99	06/01/2023	1H6K-YM3W-RTGC	PHONE CHARGER CORD
			119266	96.70	06/01/2023	1HWR-XX9P-14DK	INVENTORY ITEMS
			119403	59.95	06/01/2023	1HWR-XX9P-DL13	INVENTORY ITEMS
			119311	145.50	06/01/2023	1HWW-67QT-66RF	NFPA 921 & 1033 INVESTGATOF
			119306	9.95	06/01/2023	1JDG-JHGP-T7H9	CLEAR DISPOSABLE PLASTIC E
			119356	42.39	06/01/2023	1PXD-PMLN-YGRM	MISC SUPPLIES
			119397	54.99	06/01/2023	1QND-PF9L-143W	HAND CLEANER
			119448	108.99	06/01/2023	1VDT-G9KD-DKKG	SANUS SYSTEMS
			119418	124.99	06/01/2023	1VJH-QMTR-4GLR	TRUCK PARTS - BUCKET COVE
				-69.35	06/01/2023	1VMJ-19X1-XQ1V	RETURN PO 118899
			119261	58.38	06/01/2023	1VYX-9CY9-LRC4	INVENTORY ITEMS
			119417	11.47	06/01/2023	1WFM-DVML-FMCY	HAND SETTING TOOL
			119404	139.70	06/01/2023	1WWP-6WH4-CG9F	INVENTORY ITEMS
			119389	11.73	06/01/2023	1YK7-N6YF-3V19	LITHIUM BATTERY
			119325	18.99	06/01/2023	1YKR-CHCH-47LY	SWEATBAND WITH LINER
			119112	62.50	06/02/2023	1TKL-JP4Y-711M	VOICE RECORDER
	AMAZON CAPITAL SERVICES INC Total			<u>2,167.19</u>			
4121	HSA BANK						
			119127	70.00	06/01/2023	W461151	HSA ADMIN FEE
	HSA BANK Total			<u>70.00</u>			

<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>
4158	Matthew Mols			105.58	06/01/2023	052523MM	SAFETY OFFICER BOOK REIME
	Matthew Mols Total			105.58			
4174	UNIFIRST CORPORATION						
			119320	121.88	06/01/2023	1320029543	FLEET DEPT UNIFORMS
			119320	120.28	06/01/2023	1320031489	UNIFORMS
	UNIFIRST CORPORATION Total			242.16			
4204	VILLAGE OF SOUTH ELGIN						
				113,628.80	06/01/2023	050823	PAYMENT 5 OF 5 SALES TAX AC
	VILLAGE OF SOUTH ELGIN Total			113,628.80			
4214	ARAMARK REFRESHMENT SERVICES						
				16.49	06/01/2023	7219958	RENTAL
	ARAMARK REFRESHMENT SERVICES Total			16.49			
4267	THE RESPONSIVE MAILROOM INC						
			118769	775.84	06/01/2023	60549	BUDGET BOOK PRINTING
				54.73	06/01/2023	60805	ADDITIONAL TABS FOR BUDGE
	THE RESPONSIVE MAILROOM INC Total			830.57			
4327	TRANSYSTEMS CORPORATION						
			117926	974.79	06/01/2023	4104073-21	PROJECT AT KAUTZ RD
	TRANSYSTEMS CORPORATION Total			974.79			
4352	ZORO TOOLS INC						
			119143	81.04	06/01/2023	INV12465440	BON 12 FRESNO
			119269	147.40	06/01/2023	INV12495565	ROUND POINT SHOVEL
	ZORO TOOLS INC Total			228.44			
4377	MACQUEEN EQUIPMENT LLC						
			119055	719.92	06/01/2023	P22161	VALVE BODY
			119055	305.91	06/01/2023	P22244	PARTS FOR EQUIPMENT
	MACQUEEN EQUIPMENT LLC Total			1,025.83			
4381	CULLIGAN TRI CITY						
			115774	563.42	06/01/2023	26670	PW WATER DELIVERY APRIL
	CULLIGAN TRI CITY Total			563.42			
4391	METRONET HOLDINGS LLC						

<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>
				2,343.22	06/01/2023	1497261/052223	BILLING SERVICE
	METRONET HOLDINGS LLC Total			<u>2,343.22</u>			
4402	SAFEWORK SOLUTIONS LLC		119111	6,950.00	06/01/2023	COSC2022-1A	SOFTWARE SERVICE 5/5/23-5/5
	SAFEWORK SOLUTIONS LLC Total			<u>6,950.00</u>			
4421	QUADIENT LEASING USA INC		119319	3,833.52	06/01/2023	N9935059	ANNUAL SUBSCRIPTION
	QUADIENT LEASING USA INC Total			<u>3,833.52</u>			
4452	ELEVATOR INSPECTION SERVICE		119406	175.00	06/01/2023	116141	ELEVATOR 1515 W MAIN ST
			119406	175.00	06/01/2023	116142	ELEVATOR 112 N RIVERSIDE
			119406	175.00	06/01/2023	116144	ELEVATOR 2 E MAIN ST
			119406	175.00	06/01/2023	116145	INSPECTION 200 WALNUT
			119406	175.00	06/01/2023	116147	ELEVATOR 1405 S 7TH AVE
	ELEVATOR INSPECTION SERVICE Total			<u>875.00</u>			
4456	FEHR GRAHAM & ASSOCIATES LLC		110616	1,480.00	06/01/2023	115357	STATE ST SANITARY SEWER
			116055	5,597.50	06/01/2023	115358	LICENSE WASTEWATER OPER/
			116816	30,421.00	06/01/2023	115359A	KAUTZ RD ENGINEERING
			117233	1,363.75	06/01/2023	115359B	DUNHAM/ROYAL ST GEORGE P
			117887	1,772.75	06/01/2023	115359C	DESIGN AND PERMITTING
	FEHR GRAHAM & ASSOCIATES LLC Total			<u>40,635.00</u>			
4463	Dominic Monaco			48.00	06/01/2023	051623DM	PER DIEM DWI TESTING MAY 2:
	Dominic Monaco Total			<u>48.00</u>			
4478	MECHANICAL INC		119065	3,458.56	06/01/2023	CHI190910	REPAIR 1405 S 7TH AVE
			119465	1,289.48	06/01/2023	CHI190976	REPAIR
	MECHANICAL INC Total			<u>4,748.04</u>			
4591	VISSERING CONSTRUCTION COMPANY		112755	49,815.38	06/01/2023	20	WEST SIDE WTR RECLAMATIOI
	VISSERING CONSTRUCTION COMPANY Total			<u>49,815.38</u>			

<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>
4592	FOUR KITCHENS LLC		119363	3,250.00	06/01/2023	3809	MAY SERVICES
	FOUR KITCHENS LLC Total			<u>3,250.00</u>			
4661	ADAM FLIKKEMA		119424	5,475.00	06/01/2023	021623	50% DEPOSIT FOR PROJECT
	ADAM FLIKKEMA Total			<u>5,475.00</u>			
4691	ECO CLEAN MAINTENANCE INC		115928	20,003.00	06/01/2023	11725	APRIL CLEANING SERVICES
	ECO CLEAN MAINTENANCE INC Total			<u>20,003.00</u>			
4715	IPBC			428,691.73	06/01/2023	060123	MONTHLY IPBC BILL MAY
	IPBC Total			<u>428,691.73</u>			
4723	INDUSTRIAL STEAM CLEANING		119436	55.00	06/01/2023	CHI15807	FILTER RENTAL --SS W/CLIPS
	INDUSTRIAL STEAM CLEANING Total			<u>55.00</u>			
4728	CARAHSOFT TECHNOLOGY CORP		116482	6,618.31	06/01/2023	IN1367177	TECH MANAGER&CONSULTAN
	CARAHSOFT TECHNOLOGY CORP Total			<u>6,618.31</u>			
4754	JON-DON LLC		119322	416.95	06/01/2023	350538	BULLDOG MAT CLEANER
	JON-DON LLC Total			<u>416.95</u>			
4783	ST CHARLES PROF FIREFIGHTERS			1,674.66	06/02/2023	UNF 230602143837FD	Union Dues - IAFF
	ST CHARLES PROF FIREFIGHTERS Total			<u>1,674.66</u>			
4813	COMMERCIAL TIRE SERVICES INC		119211	682.88	06/01/2023	9980002956	WRANGLER WORKHORSE TIRE
			119260	322.50	06/01/2023	9980003008	TIRE REPAIR
	COMMERCIAL TIRE SERVICES INC Total			<u>1,005.38</u>			
4827	CONCENTRIC INTEGRATION LLC		116546	36,162.64	06/01/2023	0246071	SCADA UPGRADES THRU 4/30/
	CONCENTRIC INTEGRATION LLC Total			<u>36,162.64</u>			

<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>
4850	FORTRA LLC		118883	4,756.49	06/01/2023	V00000224198	POWERTECH EXIT PONT MANA
	FORTRA LLC Total			<u>4,756.49</u>			
4864	RYAN LLC			5,112.50	06/01/2023	806573	SERVICES THRU 4/30/23
	RYAN LLC Total			<u>5,112.50</u>			
4865	OMEGA SERVICES INC		118666	240.00	06/01/2023	605	WINDOW CLEANING APRIL
			118666	600.00	06/01/2023	606	WINDOW CLEANING APRIL
			118666	800.00	06/01/2023	607	WINDOW CLEANING APRIL
			118666	240.00	06/01/2023	608	WINDOW CLEANING APRIL
	OMEGA SERVICES INC Total			<u>1,880.00</u>			
4870	HD SUPPLY INC		119178	462.28	06/01/2023	INV00004373	HACH UNIVERSAL DIGITAL TITR
			119267	770.96	06/01/2023	INV00007950	FREE CHLORINE REAGENT SE'
			119225	2,849.13	06/01/2023	INV00010087	MISC SUPPLIES
	HD SUPPLY INC Total			<u>4,082.37</u>			
4885	COLLIFLOWER INC		119054	66.13	06/01/2023	02014067	HOSE ASSEMBLY
			119054	34.68	06/01/2023	02015396	CAM LOCK
			119054	72.60	06/01/2023	02016345	CRIMP FITTING
			119054	114.56	06/01/2023	02018922	MISC PARTS FOR FLEET
			119054	32.00	06/01/2023	02024294	RS W-5000 GUAGE
				443.70	06/01/2023	I-52310-1	QUICK COUPLINGS
	COLLIFLOWER INC Total			<u>763.67</u>			
4896	EXTRAORDINARY LIFE INC		119182	3,820.00	06/01/2023	2133	TEAM TRAINING DEVELOPMEN
	EXTRAORDINARY LIFE INC Total			<u>3,820.00</u>			
4909	ROBERT BOCK			1,890.00	06/02/2023	060123	50/50 SIDEWALK PROGRAM
	ROBERT BOCK Total			<u>1,890.00</u>			
999001383	SILENT PARTNER TECHNOLOGIES			12,177.41	06/01/2023	5335A	RFID SYSTEM #22-11

<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					
	SILENT PARTNER TECHNOLOGIES Total		<u>12,177.41</u>			
99900138	RYAN SWANSON/ARC DESIGN RES		414.34	06/01/2023	053023	CLOSE OUT DEF ACT 2023PR00
	RYAN SWANSON/ARC DESIGN RES Total		<u>414.34</u>			
	Grand Total:		<u>6,036,656.22</u>			

The above expenditures have been approved for payment:

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

*****Please note the April Preliminary Report does not include all year-end adjustments, and is provided primarily for trend reporting.*****



City of St. Charles, Illinois Monthly Treasurer's and Finance Report Preliminary FY 2022-23



Month of: April, 2023

John Harrill

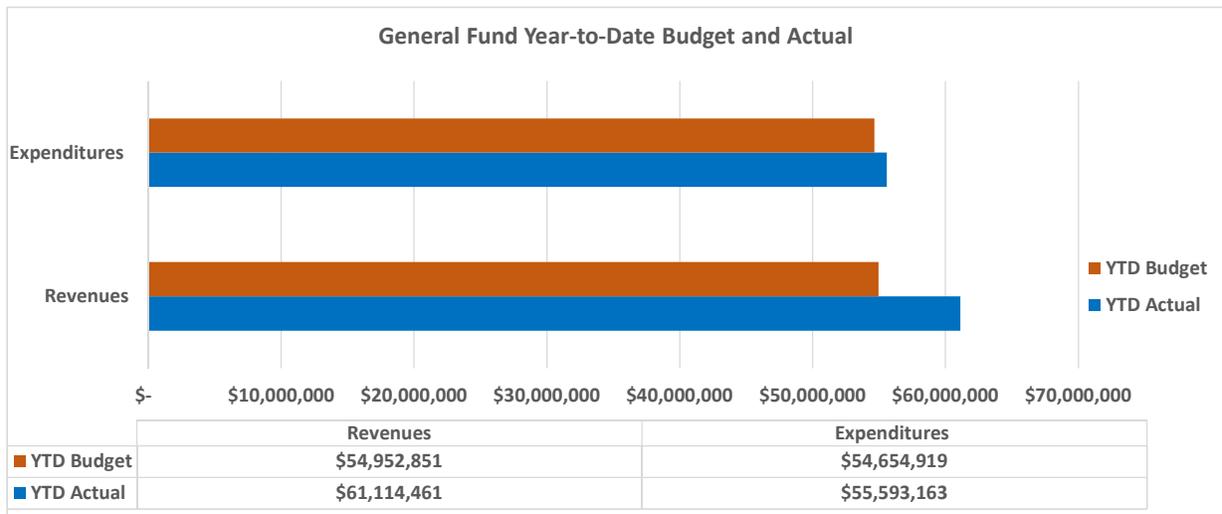
June 19, 2023

City of St. Charles
Monthly Financial Report / Summary
General Fund Summary

Revenue Type	Total Annual Budget	Current Month Budget	Current Month Actual	% Variance	Year-to-Date Budget	Year-to-Date Actual	YTD Actual vs. Budget
Property Tax	\$ 14,141,424	\$ -	\$ -	100.0%	\$ 14,141,424	\$ 14,173,136	100.2%
Sales & Use Tax	24,738,000	2,038,650	1,978,301	-3.0%	24,738,000	26,222,084	106.0%
Other Taxes	8,724,000	838,235	808,363	-3.6%	8,724,000	10,258,692	117.6%
Franchise Fees	3,553,800	359,549	346,105	-3.7%	3,553,800	3,580,355	100.7%
Charges for Services	1,026,352	112,906	133,722	18.4%	1,026,352	1,041,159	101.4%
Other Revenues	1,380,725	109,816	345,456	214.6%	1,380,725	2,546,441	184.4%
Transfers In	1,388,550	-	2,129,044	-100.0%	1,388,550	3,292,594	237.1%
Total	\$ 54,952,851	\$ 3,459,156	\$ 5,740,991	66.0%	\$ 54,952,851	\$ 61,114,461	111.2%

Expenditure Type	Total Annual Budget	Current Month Budget	Current Month Actual	% Variance	Year-to-Date Budget	Year-to-Date Actual	YTD Actual vs. Budget
Personnel Services	\$ 36,786,804	\$ 2,378,887	\$ 2,121,037	-10.8%	\$ 36,786,804	\$ 35,727,591	97.1%
Materials and Supplies	1,573,985	142,908	236,960	65.8%	1,573,985	1,606,119	102.0%
Contractual Services	11,306,186	1,724,532	759,325	-56.0%	11,306,186	9,521,580	84.2%
Other Operating	1,927,189	19,031	12,638	-33.6%	1,927,189	1,921,788	99.7%
Departmental Allocations	(5,877,193)	(489,756)	(489,756)	0.0%	(5,877,193)	(5,877,193)	100.0%
Capital	312,730	27,192	16,903	-37.8%	312,730	178,049	56.9%
Transfers Out	8,625,218	16,663	48,252	189.6%	8,625,218	12,515,229	145.1%
Total	\$ 54,654,919	\$ 3,819,457	\$ 2,705,359	-29.2%	\$ 54,654,919	\$ 55,593,163	101.7%

Revenues Over/(Under)							
Expenditures	\$ 297,932	\$ (360,301)	\$ 3,035,632		\$ 297,932	\$ 5,521,298	



City of St. Charles
Monthly Financial Report / Summary
Other Funds Summary

	Current Annual Budget	Current Month			Year-to-Date		
		Budget	Actual	% Variance	Budget	Actual	% Variance
ENTERPRISE FUNDS							
Electric Fund							
Revenues							
User Charges	\$ 60,615,369	\$ 4,441,150	\$ 4,851,631	9.2%	\$ 60,615,369	\$ 60,837,650	0.4%
Connection Fees	50,000	904	860	-4.9%	50,000	60,225	20.5%
Reimbursement for Projects	7,361,250	1,358,817	12,533	-99.1%	7,361,250	1,681,296	-77.2%
Investment Income	288,000	24,865	9,546	-61.6%	288,000	686,468	138.4%
Other Revenues	722,898	17,397	74,396	327.6%	722,898	872,097	20.6%
Transfers In	350,351	16,667	187,739	1026.4%	350,351	575,598	64.3%
Total Revenues	\$ 69,387,868	5,859,800	5,136,705		69,387,868	64,713,334	
Expenditures							
Personnel Services	\$ 4,212,967	324,877	432,467	33.1%	4,212,967	\$ 3,708,615	-12.0%
Commodities	252,300	23,413	58,774	151.0%	252,300	247,610	-1.9%
Contractual Services	44,926,911	3,808,330	2,892,138	-24.1%	44,926,911	40,762,279	-9.3%
Other Operating	5,523,499	399,708	217,005	-45.7%	5,523,499	5,279,018	-4.4%
Capital	11,363,906	1,860,000	274,816	-85.2%	11,363,906	2,509,162	-77.9%
Debt Service	1,524,518	-	-	-100.0%	1,524,518	1,392,236	-8.7%
Department Allocations	2,110,929	175,908	175,908	0.0%	2,110,929	2,110,929	0.0%
Total Expenditures	\$ 69,915,030	6,592,236	4,051,108		69,915,030	56,009,849	
Excess (Deficiency)	\$ (527,162)	\$ (732,436)	\$ 1,085,597		\$ (527,162)	\$ 8,703,485	
Water Fund							
Revenues							
User Charges	\$ 8,925,392	\$ 668,646	\$ 639,732	-4.3%	\$ 8,925,392	\$ 8,645,823	-3.1%
Connection Fees	150,000	12,555	250,990	1899.1%	150,000	566,975	278.0%
IEPA Loans	5,032,300	1,512,920	(7,132)	-100.5%	5,032,300	1,122,451	-77.7%
Other Revenues	317,626	11,478	80,907	604.9%	317,626	519,573	63.6%
Transfers In	58,831	-	62,404	100.0%	58,831	121,235	106.1%
Total Revenues	\$ 14,484,149	2,205,599	1,026,901		14,484,149	10,976,057	
Expenditures							
Personnel Services	\$ 1,640,482	126,282	218,453	73.0%	1,640,482	1,792,699	9.3%
Commodities	777,973	102,122	96,112	-5.9%	777,973	740,863	-4.8%
Contractual Services	2,171,941	368,548	558,714	51.6%	2,171,941	2,125,516	-2.1%
Other Operating	194,118	9,856	196,766	1896.4%	194,118	378,041	94.7%
Capital	9,673,991	2,908,741	1,204,806	-58.6%	9,673,991	3,915,525	-59.5%
Debt Service	1,883,588	-	-	-100.0%	1,883,588	1,855,989	-1.5%
Department Allocations	1,587,327	132,277	132,269	0.0%	1,587,327	1,587,327	0.0%
Total Expenditures	\$ 17,929,420	3,647,826	2,407,120		17,929,420	12,395,960	
Excess (Deficiency)	\$ (3,445,271)	\$ (1,442,227)	\$ (1,380,219)		\$ (3,445,271)	\$ (1,419,903)	
Wastewater Fund							
Revenues							
User Charges	\$ 12,122,154	\$ 1,025,866	\$ 981,465	-4.3%	\$ 12,122,154	\$ 11,778,604	-2.8%
Connection Fees	200,000	16,740	286,780	1613.1%	200,000	717,360	258.7%
ARPA Funding	4,470,798	-	-	0.0%	4,470,798	3,595,666	-19.6%
IEPA Loans	15,316,705	3,757,756	4,652	-99.9%	15,316,705	9,567,910	-37.5%
Other Revenues	321,504	13,567	41,123	203.1%	321,504	673,335	109.4%
Transfers In	201,289	-	97,079	100.0%	201,289	188,594	-6.3%
Total Revenues	\$ 32,632,450	4,813,929	1,411,099		32,632,450	26,521,469	
Expenditures							
Personnel Services	\$ 2,211,463	171,400	159,159	-7.1%	2,211,463	\$ 1,888,265	-14.6%
Commodities	586,434	122,266	72,700	-40.5%	586,434	599,435	2.2%
Contractual Services	2,820,831	315,364	691,658	119.3%	2,820,831	2,452,760	-13.0%
Other Operating	245,452	3,627	669,493	18358.6%	245,452	970,008	295.2%
Capital	25,550,820	5,550,820	3,316,978	-40.2%	25,550,820	16,930,864	-33.7%
Debt Service	3,947,277	441,172	-	-100.0%	3,947,277	3,270,863	-17.1%
Department Allocations	1,637,541	138,647	136,459	-1.6%	1,637,541	1,637,541	0.0%

City of St. Charles
Monthly Financial Report / Summary
Other Funds Summary

	Current Annual Budget	Current Month			Year-to-Date		
		Budget	Actual	% Variance	Budget	Actual	% Variance
Total Expenditures	\$ 36,999,818	6,743,296	5,046,447		36,999,818	27,749,736	
Excess (Deficiency)	\$ (4,367,368)	\$ (1,929,367)	\$ (3,635,348)		\$ (4,367,368)	\$ (1,228,267)	

Refuse Fund

Revenues							
User Charges	\$ 527,500	\$ 44,047	\$ 46,983	6.7%	\$ 527,500	\$ 532,256	0.9%
Other Revenues	17,550	392	2,563	553.8%	17,550	22,875	30.3%
Transfers In	105,000	-	-	0.0%	105,000	105,000	0.0%
Total Revenues	\$ 650,050	44,439	49,546		650,050	\$ 660,131	
Expenditures							
Commodities	\$ 4,000	-	-	0.0%	4,000	\$ 4,138	3.5%
Contractual Services	667,600	99,936	57,617	-42.3%	667,600	560,183	-16.1%
Allocated Costs	118,117	10,273	9,844	-4.2%	118,117	118,117	0.0%
Total Expenditures	\$ 789,717	110,209	67,461		789,717	\$ 682,438	
Excess (Deficiency)	\$ (139,667)	\$ (65,770)	\$ (17,915)		\$ (139,667)	\$ (22,307)	

TAX INCREMENT FINANCING DISTRICT FUNDS

TIF 2 - Foundry Business Park Fund

Revenues	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 1,822	100.0%
Expenditures	894,135	-	-	0.0%	894,135	1,252,252	40.1%
Excess (Deficiency)	\$ (894,135)	\$ -	\$ -		\$ (894,135)	\$ (1,250,430)	

TIF 3 - St. Charles Mall Fund

Revenues	\$ 591,500	\$ 50	\$ 3	-94.0%	\$ 591,500	\$ 933,621	57.8%
Expenditures	219,863	-	-	0.0%	219,863	219,864	0.0%
Excess (Deficiency)	\$ 371,637	\$ 50	\$ 3		\$ 371,637	\$ 713,757	

TIF 4 - Fist St. Development Fund

Revenues	\$ 477,325	\$ 200	\$ 108	-46.0%	\$ 477,325	\$ 462,375	-3.1%
Expenditures	477,325	-	-	0.0%	477,325	475,981	-0.3%
Excess (Deficiency)	\$ -	\$ 200	\$ 108		\$ -	\$ (13,606)	

TIF 5 - St. Charles Manufacturing Fund

Revenues	\$ 210,850	\$ 25	\$ 19,999	79896.0%	\$ 210,850	\$ 230,719	9.4%
Expenditures	211,313	-	-	0.0%	211,313	210,706	-0.3%
Excess (Deficiency)	\$ (463)	\$ 25	\$ 19,999		\$ (463)	\$ 20,013	

TIF 6 - Lexington Club Fund

Revenues	\$ 18,080	\$ -	\$ -	0.0%	\$ 18,080	\$ 20,201	11.7%
Expenditures	111,329	-	-	0.0%	111,329	113,458	1.9%
Excess (Deficiency)	\$ (93,249)	\$ -	\$ -		\$ (93,249)	\$ (93,257)	

TIF 7 - Downtown Fund

Revenues	\$ 980,400	\$ 40	\$ 444	1010.0%	\$ 980,400	\$ 1,092,196	11.4%
Expenditures	818,349	300,000	-	-100.0%	818,349	518,294	-36.7%
Excess (Deficiency)	\$ 162,051	\$ (299,960)	\$ 444		\$ 162,051	\$ 573,902	

MOTOR FUEL TAX FUND

Motor Fuel Tax Fund

Revenues	\$ 1,744,176	\$ 113,798	\$ 91,533	-19.6%	\$ 1,744,176	\$ 1,774,310	1.7%
Expenditures	2,350,000	-	174,895	0.0%	2,350,000	2,113,447	-10.1%
Excess (Deficiency)	\$ (605,824)	\$ 113,798	\$ (83,362)		\$ (605,824)	\$ (339,137)	

City of St. Charles
Monthly Financial Report / Summary
Other Funds Summary

	Current Annual Budget	Current Month			Year-to-Date		
		Budget	Actual	% Variance	Budget	Actual	% Variance
CAPITAL PROJECT FUNDS							
Capital Projects Fund							
Revenues	\$ 2,405,037	\$ 94,573	\$ 104,663	10.7%	\$ 2,405,037	\$ 2,790,290	16.0%
Expenditures	4,556,537	2,721,837	57,367	-97.9%	4,556,537	2,462,600	-46.0%
Excess (Deficiency)	\$ (2,151,500)	\$ (2,627,264)	\$ 47,296		\$ (2,151,500)	\$ 327,690	
Central Downtown (TIF 7) Capital Project Fund							
Revenues	\$ 300,000	\$ 300,000	\$ 2,000	-99.3%	\$ 300,000	\$ 16,744	100.0%
Expenditures	149,659	144,211	-	-100.0%	149,659	-	-100.0%
Excess (Deficiency)	\$ 150,341	\$ 155,789	\$ 2,000		\$ 150,341	\$ 16,744	
Central Downtown (TIF 7) 1st Street Plaza							
Revenues	\$ -	\$ -	\$ 12,705	100.0%	\$ -	\$ 3,819,196	100.0%
Expenditures	-	-	36,214	100.0%	-	141,659	100.0%
Excess (Deficiency)	\$ -	\$ -	\$ (23,509)		\$ -	\$ 3,677,537	
REPLACEMENT FUND							
Equipment Replacement							
Revenues	\$ 406,747	\$ 1,083	\$ (471)	-143.5%	\$ 406,747	\$ 419,331	3.1%
Expenditures	100,000	-	-	0.0%	100,000	141,291	41.3%
Excess (Deficiency)	\$ 306,747	\$ 1,083	\$ (471)		\$ 306,747	\$ 278,040	
DEBT SERVICE FUNDS							
Debt Service							
Revenues							
Sales & Use Tax	\$ 1,100,000	\$ 91,240	\$ 184,246	101.9%	\$ 1,100,000	\$ 863,044	-21.5%
Other Revenues	5,000	928	6,716	623.7%	5,000	48,962	879.2%
Transfers In	7,931,863	-	-	0.0%	7,931,863	7,931,860	0.0%
Total Revenues	\$ 9,036,863	92,168	190,962		9,036,863	8,843,866	
Expenditures							
Debt Service	\$ 8,893,463	-	-	0.0%	8,893,463	\$ 8,893,456	0.0%
Contractual Services	4,300	161	-	-100.0%	4,300	2,500	-41.9%
Total Expenditures	\$ 8,897,763	161	-		8,897,763	8,895,956	
Excess (Deficiency)	\$ 139,100	\$ 92,007	\$ 190,962		\$ 139,100	\$ (52,090)	
INTERNAL SERVICE FUNDS							
Inventory							
Revenues	\$ 3,993,014	\$ 371,523	\$ 611,549	64.6%	\$ 3,993,014	\$ 3,310,915	-17.1%
Expenditures	3,913,619	383,857	546,868	42.5%	3,913,619	3,209,173	-18.0%
Excess (Deficiency)	\$ 79,395	\$ (12,334)	\$ 64,681		\$ 79,395	\$ 101,742	
Fleet Services							
Revenues	\$ 3,097,455	\$ 144,564	\$ 147,999	2.4%	\$ 3,097,455	\$ 3,256,911	5.1%
Expenditures	1,819,640	690,754	167,223	-75.8%	1,819,640	3,355,575	84.4%
Excess (Deficiency)	\$ 1,277,815	\$ (546,190)	\$ (19,224)		\$ 1,277,815	\$ (98,664)	
Health Insurance							
Revenues	\$ 5,295,085	\$ 433,506	\$ 409,636	-5.5%	\$ 5,295,085	\$ 5,319,421	0.5%
Expenditures	6,780,282	455,100	2,041,072	348.5%	6,780,282	8,591,491	26.7%

City of St. Charles
Monthly Financial Report / Summary
Other Funds Summary

	Current Annual Budget	Current Month			Year-to-Date		
		Budget	Actual	% Variance	Budget	Actual	% Variance
Excess (Deficiency)	\$ (1,485,197)	\$ (21,594)	\$ (1,631,436)		\$ (1,485,197)	\$ (3,272,070)	

Workers Compensation & Liability							
Revenues	\$ 1,005,000	\$ 8,123	\$ (5,968)	-173.5%	\$ 1,005,000	\$ 1,080,296	7.5%
Expenditures	1,154,837	91,280	136,281	49.3%	1,154,837	1,102,421	-4.5%
Excess (Deficiency)	\$ (149,837)	\$ (83,157)	\$ (142,249)		\$ (149,837)	\$ (22,125)	

Communications							
Revenues	\$ 837,142	\$ 694,048	\$ 179,915	-74.1%	\$ 837,142	\$ 321,688	-61.6%
Expenditures	923,038	506,014	105,990	-79.1%	923,038	343,123	-62.8%
Excess (Deficiency)	\$ (85,896)	\$ 188,034	\$ 73,925		\$ (85,896)	\$ (21,435)	

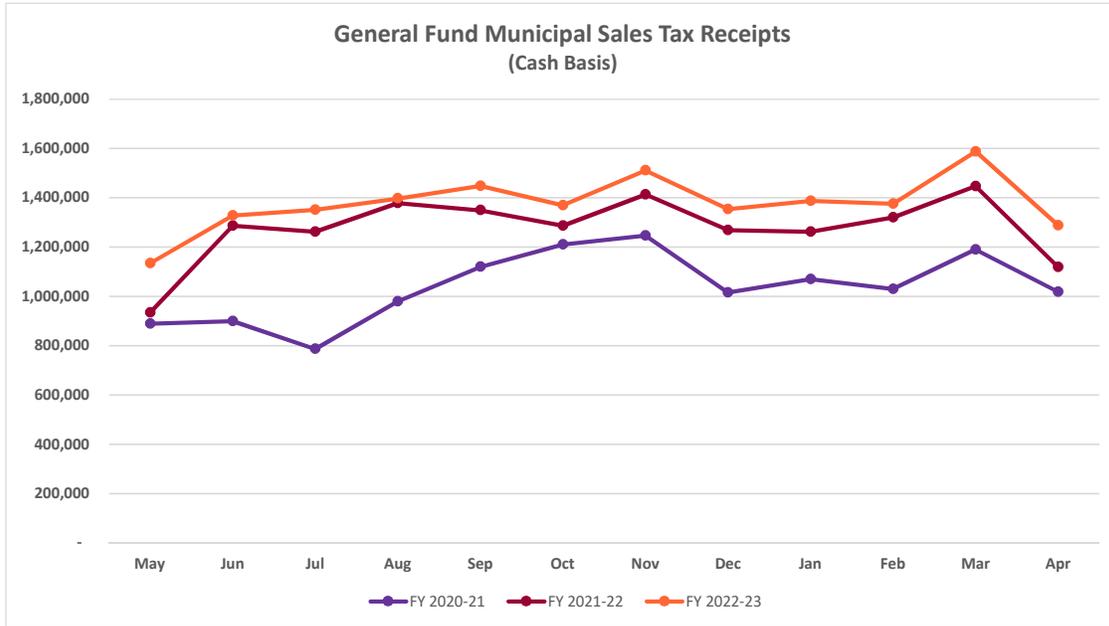
City of St. Charles
Monthly Financial Report / General Fund Revenue
Municipal 1% Sales Tax Revenue

FY 2022-23 Budget:

\$ 16,215,000

Percentage of General Fund Revenues:

29.5%



<u>Liability</u>	<u>Disbursement</u>	<u>Actual</u> FY 2020-21	<u>Actual</u> FY 2021-22	<u>Percent</u> <u>Change</u>	<u>Actual</u> FY 2022-23	<u>Percent</u> <u>Change</u>	<u>Budget</u> FY 2022-23	<u>Budget</u> <u>Variance</u>	<u>Percent</u> <u>Variance</u>
February	May	889,227	934,336	5.1%	1,133,874	21.4%	1,133,406	468	0.0%
March	June	899,522	1,287,014	43.1%	1,327,445	3.1%	1,402,598	(75,153)	-5.4%
April	July	786,119	1,262,466	60.6%	1,351,542	7.1%	1,437,738	(86,196)	-6.0%
May	August	978,935	1,378,540	40.8%	1,396,924	1.3%	1,469,079	(72,155)	-4.9%
June	September	1,119,384	1,349,223	20.5%	1,447,582	7.3%	1,418,280	29,302	2.1%
July	October	1,209,937	1,286,485	6.3%	1,369,152	6.4%	1,311,794	57,358	4.4%
August	November	1,246,674	1,413,533	13.4%	1,510,600	6.9%	1,270,168	240,432	18.9%
September	December	1,015,096	1,268,068	24.9%	1,354,112	6.8%	1,504,752	(150,640)	-10.0%
October	January	1,069,092	1,262,049	18.0%	1,386,959	9.9%	1,178,831	208,128	17.7%
November	February	1,029,921	1,319,971	28.2%	1,375,770	4.2%	1,310,728	65,042	5.0%
December	March	1,189,767	1,446,954	21.6%	1,587,911	9.7%	1,402,598	185,313	13.2%
January	April	1,017,975	1,118,215	9.8%	1,287,941	15.2%	1,375,028	(87,087)	-6.3%
	Total	12,451,649	15,326,854		16,529,812		16,215,000		

Note - The amounts above include the sales tax revenue pledged to pay the principal and interest due on the Series 2016 Senior Lien Limited Sales Tax Revenue Refunding Bonds.

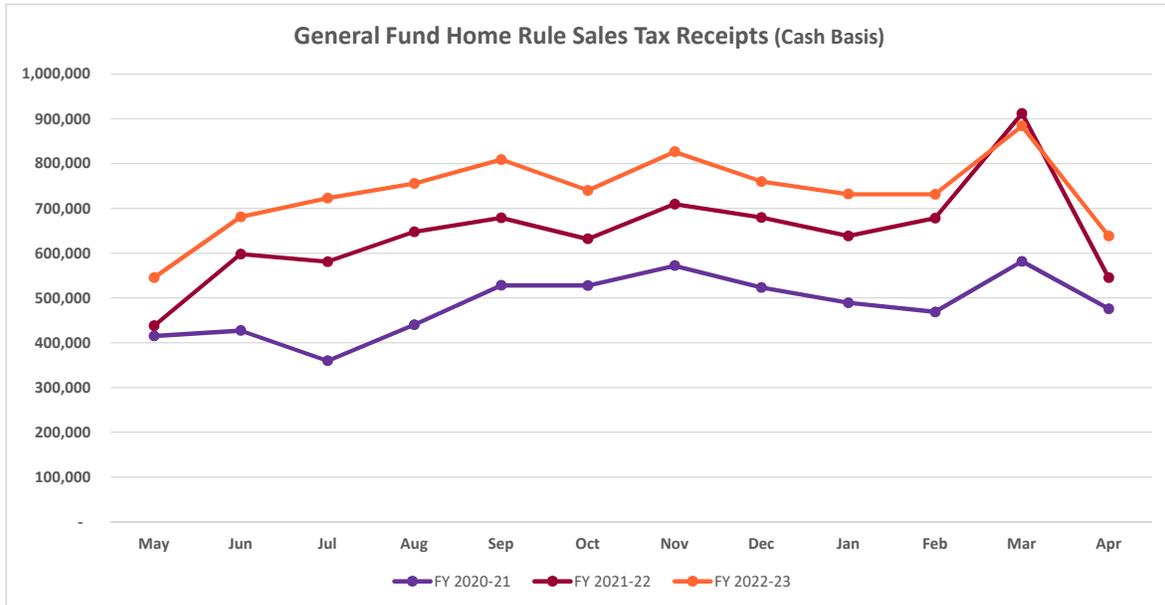
City of St. Charles
Monthly Financial Report / General Fund Revenue
Home Rule 1% Sales Tax Revenue

FY 2022-23 Budget:

\$ 8,240,000

Percentage of General Fund Revenues:

15.0%



Liability	Disbursement	Actual	Actual	Percent	Actual	Percent	Budget	Budget	Percent
		FY 2020-21	FY 2021-22	Change	FY 2022-23	Change	FY 2022-23	Variance	Variance
February	May	415,215	437,810	5.4%	545,244	24.5%	565,792	(20,548)	-3.6%
March	June	427,125	597,956	40.0%	681,414	14.0%	697,928	(16,514)	-2.4%
April	July	359,595	580,918	61.5%	722,991	24.5%	699,312	23,679	3.4%
May	August	440,502	647,838	47.1%	755,994	16.7%	729,240	26,754	3.7%
June	September	528,111	679,307	28.6%	809,045	19.1%	698,752	110,293	15.8%
July	October	528,000	631,922	19.7%	740,120	17.1%	706,728	33,392	4.7%
August	November	572,221	709,819	24.0%	826,723	16.5%	697,104	129,619	18.6%
September	December	523,308	680,055	30.0%	760,256	11.8%	938,536	(178,280)	-19.0%
October	January	489,406	638,791	30.5%	732,102	14.6%	611,408	120,694	19.7%
November	February	468,586	678,451	44.8%	731,621	7.8%	562,792	168,829	30.0%
December	March	581,808	912,078	56.8%	884,170	-3.1%	675,680	208,490	30.9%
January	April	475,762	545,228	14.6%	638,203	17.1%	656,728	(18,525)	-2.8%
	Total	5,809,639	7,740,173		8,827,883		8,240,000		

Notes:

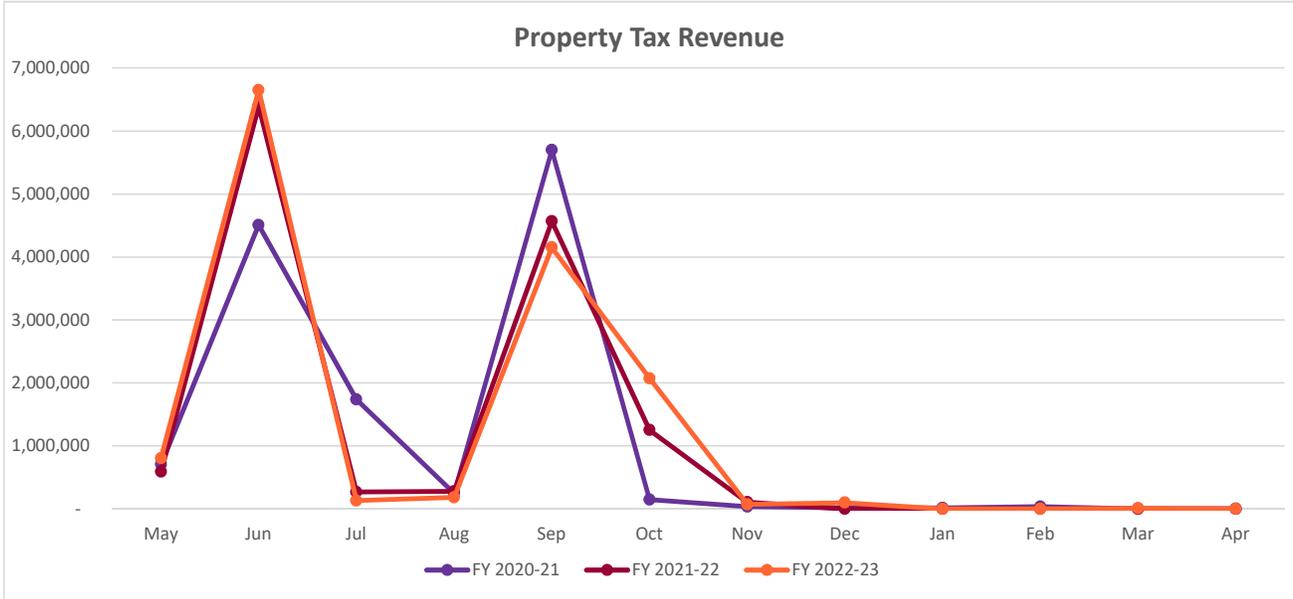
The 1% home rule sales tax revenue is not applicable to sales of food prepared for immediate consumption, drugs and titled vehicles.

The amounts above include the sales tax revenue pledged to pay the principal and interest due on the Series 2016 Senior Lien Limited Sales Tax Revenue Refunding Bonds.

City of St. Charles Monthly Financial Report / General Fund Revenue Property Taxes

FY 2022-23 Budget: \$ 14,141,424

Percentage of General Fund Revenues: 25.7%



<u>Disbursement</u>	<u>Actual FY 2020-21</u>	<u>Actual FY 2021-22</u>	<u>Percent Change</u>	<u>Actual FY 2022-23</u>	<u>Percent Change</u>	<u>Budget FY 2022-23</u>	<u>Budget Variance</u>	<u>Percent Variance</u>
May	707,228	589,459	-16.7%	805,400	36.6%	837,654	(32,254)	-3.9%
June	4,501,996	6,390,064	41.9%	6,646,309	4.0%	6,595,931	50,378	0.8%
July	1,736,523	266,973	-84.6%	132,928	-50.2%	168,319	(35,391)	-21.0%
August	246,477	278,408	13.0%	183,783	-34.0%	261,097	(77,314)	-29.6%
September	5,696,582	4,564,047	-19.9%	4,148,327	-9.1%	4,135,015	13,312	0.3%
October	147,408	1,250,673	748.4%	2,072,622	65.7%	2,105,044	(32,422)	-1.5%
November	36,072	108,492	200.8%	72,733	-33.0%	38,364	34,369	89.6%
December	18,460	-	-100.0%	99,240	100.0%	-	99,240	100.0%
January	15,148	-	-100.0%	-	0.0%	-	-	0.0%
February	34,019	-	-100.0%	-	0.0%	-	-	0.0%
March	-	-	-	11,794	100.0%	-	11,794	100.0%
April	-	-	-	-	100.0%	-	-	100.0%
	13,139,913	13,448,116		14,173,136		14,141,424	31,712	

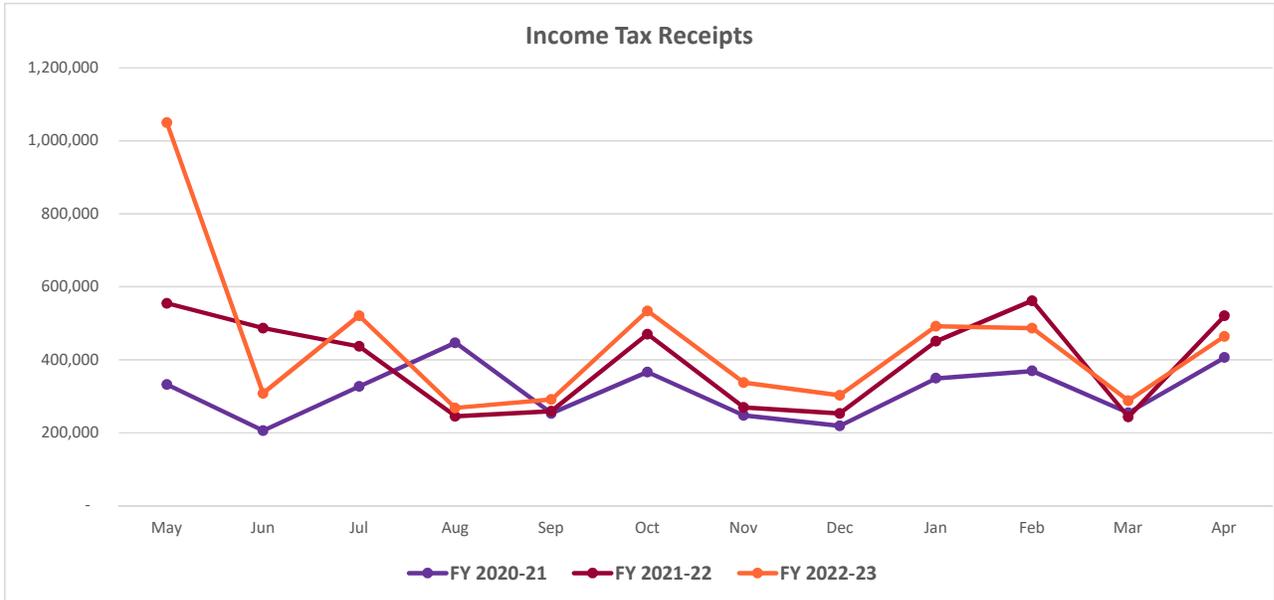
City of St. Charles
Monthly Financial Report / General Fund Revenue
State Shared Income Tax Revenue

FY 2022-23 Budget:

\$ 4,300,000

Percentage of General Fund Revenues:

7.8%

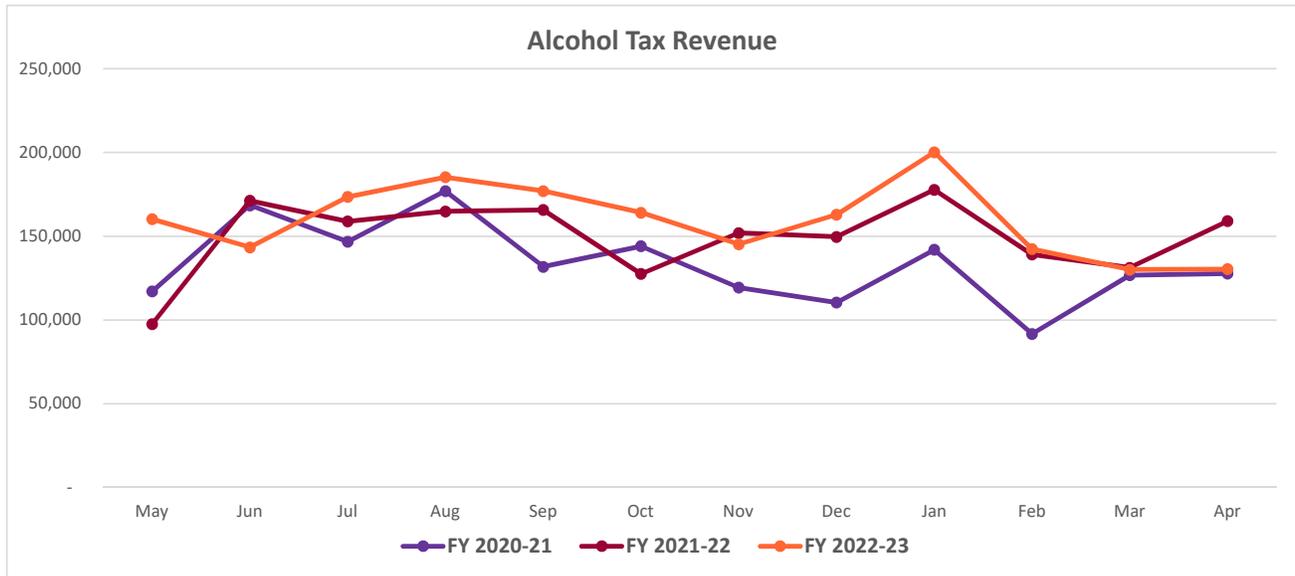


<u>Disbursement</u>	<u>Actual</u> <u>FY 2020-21</u>	<u>Actual</u> <u>FY 2021-22</u>	<u>Percent</u> <u>Change</u>	<u>Actual</u> <u>FY 2022-23</u>	<u>Percent</u> <u>Change</u>	<u>Budget</u> <u>FY 2022-23</u>	<u>Budget</u> <u>Variance</u>	<u>Percent</u> <u>Variance</u>
May	332,445	554,856	66.9%	1,050,063	89.2%	578,564	471,499	81.5%
June	205,920	486,830	136.4%	308,462	-36.6%	308,174	288	0.1%
July	326,993	436,730	33.6%	520,737	19.2%	371,971	148,766	40.0%
August	447,069	245,231	-45.1%	268,209	9.4%	234,245	33,964	14.5%
September	253,315	258,977	2.2%	291,471	12.5%	538,159	(246,688)	-45.8%
October	366,823	470,622	28.3%	533,624	13.4%	317,280	216,344	68.2%
November	247,865	269,787	8.8%	337,909	25.3%	231,959	105,950	45.7%
December	219,444	253,159	15.4%	303,185	19.8%	249,629	53,556	21.5%
January	349,618	450,736	28.9%	492,345	9.2%	397,709	94,636	23.8%
February	369,626	562,026	52.1%	486,811	-13.4%	320,468	166,343	51.9%
March	254,744	243,606	-4.4%	288,320	18.4%	289,785	(1,465)	-0.5%
April	406,187	520,430	28.1%	464,039	-10.8%	462,057	1,982	0.4%
	3,780,049	4,752,990		5,345,175		4,300,000	1,045,175	

City of St. Charles
Monthly Financial Report / General Fund Revenue
3% Local Alcohol Tax

FY 2022-23 Budget: \$ 1,800,000

Percentage of General Fund Revenues: 3.3%

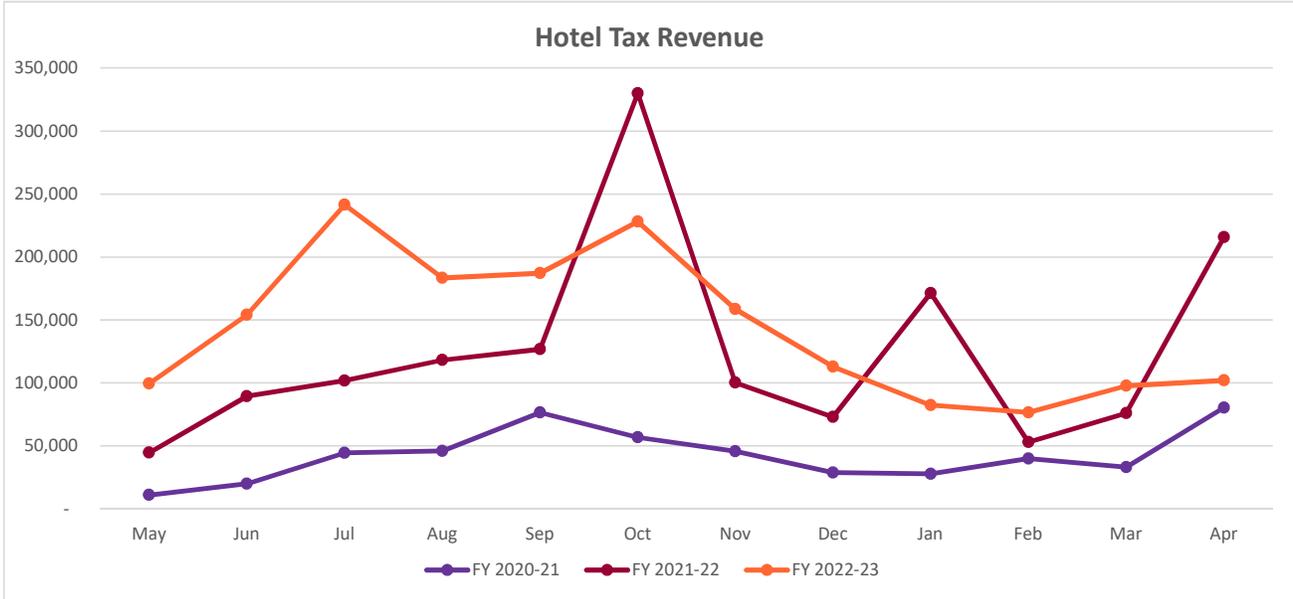


Liability Period	Actual		Percent Change	Actual		Budget FY 2022-23	Budget Variance	Percent Variance
	FY 2020-21	FY 2021-22		FY 2022-23	Change			
May	117,092	97,476	-16.8%	160,178	64.3%	151,459	8,719	5.8%
June	168,498	171,217	1.6%	143,384	-16.3%	169,173	(25,789)	-15.2%
July	146,758	158,935	8.3%	173,516	9.2%	164,766	8,750	5.3%
August	177,022	164,869	-6.9%	185,337	12.4%	198,743	(13,406)	-6.7%
September	131,845	165,718	25.7%	177,052	6.8%	148,022	29,030	19.6%
October	144,073	127,533	-11.5%	164,086	28.7%	161,751	2,335	1.4%
November	119,319	151,927	27.3%	145,258	-4.4%	133,959	11,299	8.4%
December	110,489	149,687	35.5%	162,908	8.8%	124,046	38,862	31.3%
January	141,963	177,763	25.2%	200,113	12.6%	159,382	40,731	25.6%
February	91,678	139,110	51.7%	142,345	2.3%	102,927	39,418	38.3%
March	126,783	131,264	3.5%	130,108	-0.9%	142,339	(12,231)	-8.6%
April	127,756	159,027	24.5%	130,339	-18.0%	143,433	(13,094)	-9.1%
	1,603,276	1,794,526		1,914,624		1,800,000	114,624	

City of St. Charles Monthly Financial Report / General Fund Revenue 6% Local Hotel Tax

FY 2022-23 Budget: \$ 1,500,000

Percentage of General Fund Revenues: 2.7%

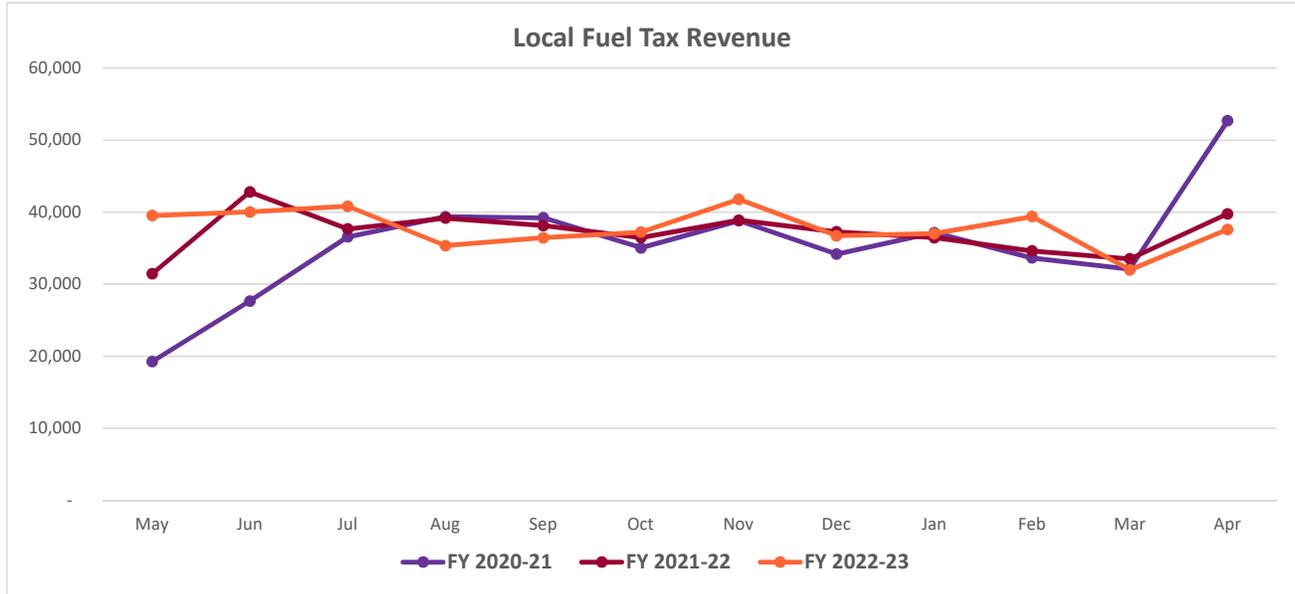


<u>Disbursement</u>	<u>Actual FY 2020-21</u>	<u>Actual FY 2021-22</u>	<u>Percent Change</u>	<u>Actual FY 2022-23</u>	<u>Percent Change</u>	<u>Budget FY 2022-23</u>	<u>Budget Variance</u>	<u>Percent Variance</u>
May	11,024	44,623	304.8%	99,596	123.2%	106,650	(7,054)	-6.6%
June	20,026	89,379	346.3%	154,015	72.3%	160,650	(6,635)	-4.1%
July	44,440	101,762	129.0%	241,433	137.3%	138,000	103,433	75.0%
August	45,853	118,152	157.7%	183,344	55.2%	133,200	50,144	37.6%
September	76,410	126,638	65.7%	187,037	47.7%	140,850	46,187	32.8%
October	56,784	329,771	480.7%	227,867	-30.9%	162,900	64,967	39.9%
November	45,677	100,173	119.3%	158,647	58.4%	122,250	36,397	29.8%
December	28,914	73,070	152.7%	112,933	54.6%	102,700	10,233	10.0%
January	27,725	171,290	517.8%	82,301	-52.0%	91,150	(8,849)	-9.7%
February	39,931	53,104	33.0%	76,543	44.1%	97,150	(20,607)	-21.2%
March	33,122	76,119	129.8%	97,736	28.4%	119,250	(21,514)	-18.0%
April	80,374	215,684	168.4%	101,953	-52.7%	125,250	(23,297)	-18.6%
	510,280	1,499,765		1,723,405		1,500,000	223,405	

City of St. Charles
Monthly Financial Report
\$0.02 Local Fuel Tax Revenue

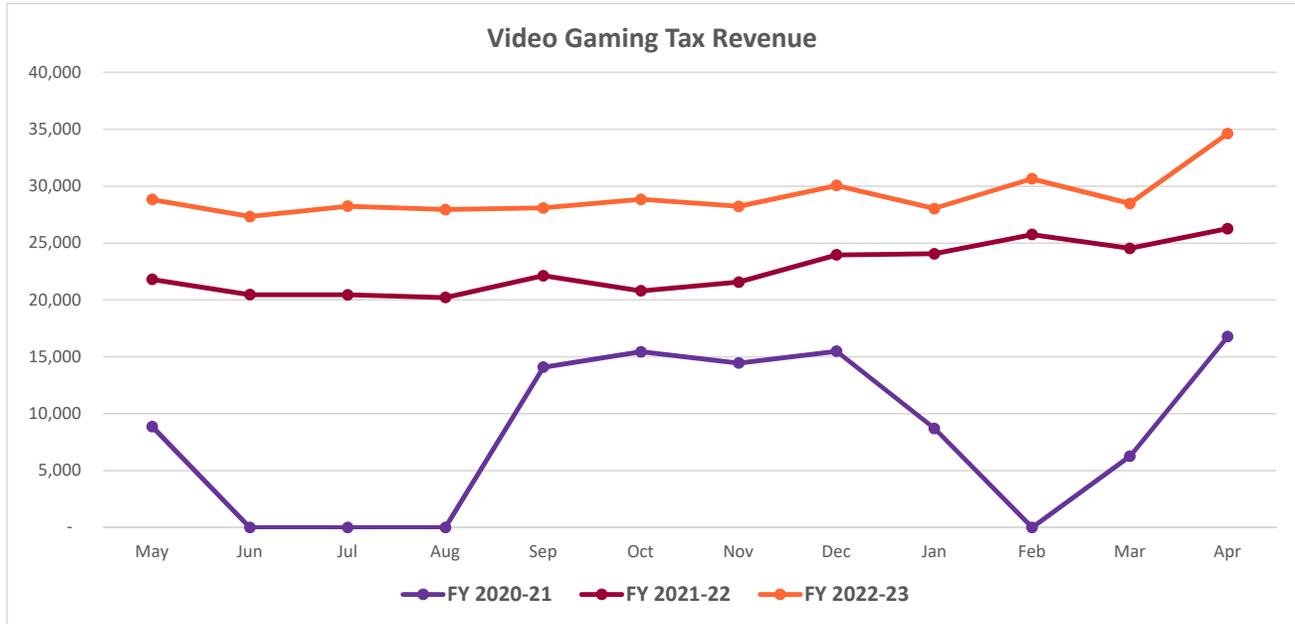
FY 2022-23 Budget: \$ 456,000

Percentage of General Fund Revenues: 0.8%



<u>Liability Period</u>	<u>Actual</u> <u>FY 2020-21</u>	<u>Actual</u> <u>FY 2021-22</u>	<u>Percent</u> <u>Change</u>	<u>Actual</u> <u>FY 2022-23</u>	<u>Percent</u> <u>Change</u>	<u>Budget</u> <u>FY 2022-23</u>	<u>Budget</u> <u>Variance</u>	<u>Percent</u> <u>Variance</u>
May	19,256	31,430	63.2%	39,516	25.7%	38,000	1,516	4.0%
June	27,660	42,812	54.8%	40,031	-6.5%	38,000	2,031	5.3%
July	36,577	37,662	3.0%	40,835	8.4%	38,000	2,835	7.5%
August	39,361	39,176	-0.5%	35,358	-9.7%	38,000	(2,642)	-7.0%
September	39,210	38,125	-2.8%	36,449	-4.4%	38,000	(1,551)	-4.1%
October	35,046	36,471	4.1%	37,223	2.1%	38,000	(777)	-2.0%
November	38,813	38,883	0.2%	41,784	7.5%	38,000	3,784	10.0%
December	34,193	37,270	9.0%	36,714	-1.5%	38,000	(1,286)	-3.4%
January	37,155	36,450	-1.9%	37,031	1.6%	38,000	(969)	-2.6%
February	33,660	34,627	2.9%	39,400	13.8%	38,000	1,400	3.7%
March	32,115	33,516	4.4%	31,992	-4.5%	38,000	(6,008)	-15.8%
April	52,711	39,776	-24.5%	37,611	-5.4%	38,000	(389)	-1.0%
	425,757	446,198		453,944		456,000	(2,056)	

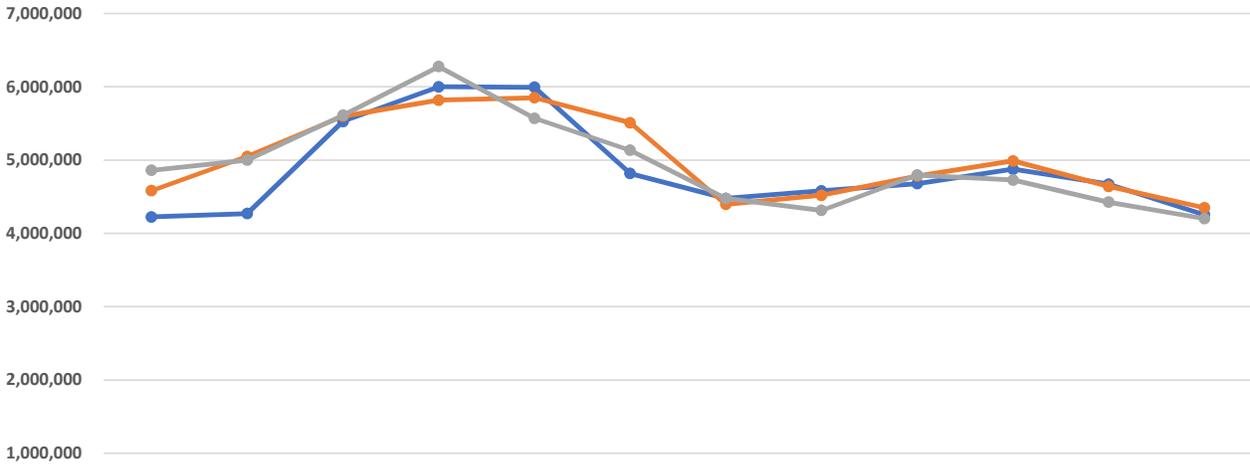
City of St. Charles
Monthly Financial Report
Video Gaming Tax Revenue



<u>Liability Period</u>	<u>Actual</u>			<u>Actual</u>		<u>Budget</u>		<u>Percent Variance</u>
	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>Percent Change</u>	<u>FY 2022-23</u>	<u>Percent Change</u>	<u>FY 2022-23</u>	<u>Variance</u>	
May	8,878	21,804	145.6%	28,833	32.2%	20,830	8,003	38.4%
June	-	20,469	100.0%	27,327	33.5%	20,830	6,497	31.2%
July	-	20,450	100.0%	28,238	38.1%	20,830	7,408	35.6%
August	-	20,207	100.0%	27,944	38.3%	20,830	7,114	34.2%
September	14,098	22,126	56.9%	28,086	26.9%	20,830	7,256	34.8%
October	15,452	20,806	34.6%	28,840	38.6%	20,830	8,010	38.5%
November	14,448	21,568	49.3%	28,223	30.9%	20,830	7,393	35.5%
December	15,496	23,967	54.7%	30,054	25.4%	20,830	9,224	44.3%
January	8,713	24,060	176.1%	28,033	16.5%	20,830	7,203	34.6%
February	-	25,758	100.0%	30,640	19.0%	20,830	9,810	47.1%
March	6,269	24,540	291.4%	28,480	16.1%	20,830	7,650	36.7%
April	16,776	26,270	56.6%	34,625	31.8%	20,870	13,755	65.9%
	100,130	272,025		349,323		250,000	99,323	

City of St. Charles
Monthly Financial Report / Summary
Electric User Charges and Consumption

Electric Fund User Chargers

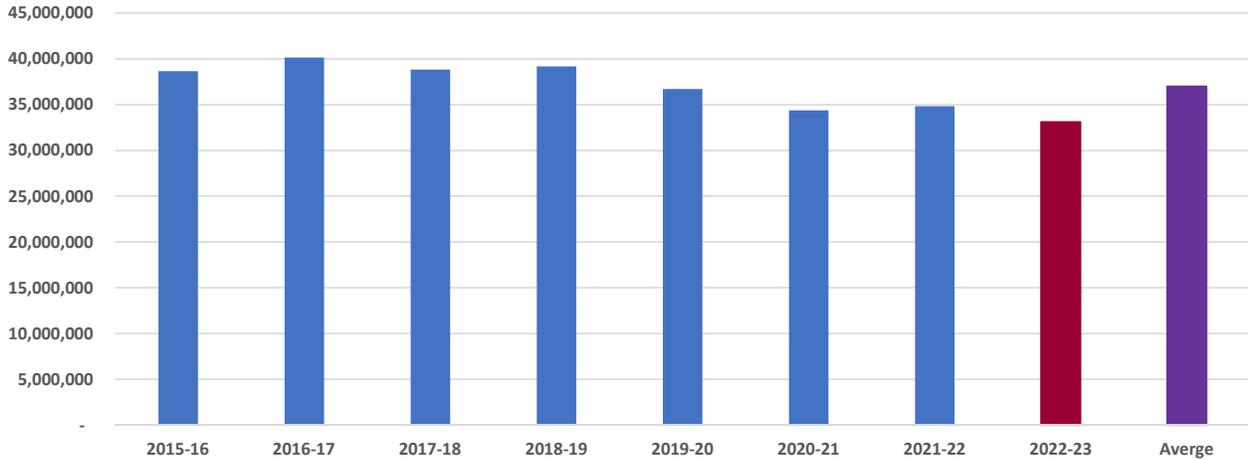


	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April
FY 2020-21	4,225,018	4,270,853	5,527,039	6,001,038	5,993,516	4,817,733	4,477,001	4,580,325	4,678,279	4,876,618	4,672,655	4,254,283
FY 2021-22	4,583,824	5,049,645	5,599,999	5,818,046	5,850,912	5,510,051	4,396,041	4,520,840	4,782,972	4,988,260	4,640,599	4,351,173
FY 2022-23	4,860,838	5,000,082	5,612,241	6,276,914	5,572,005	5,134,323	4,476,845	4,314,032	4,796,241	4,729,664	4,427,759	4,202,195

● FY 2020-21
 ● FY 2021-22
 ● FY 2022-23

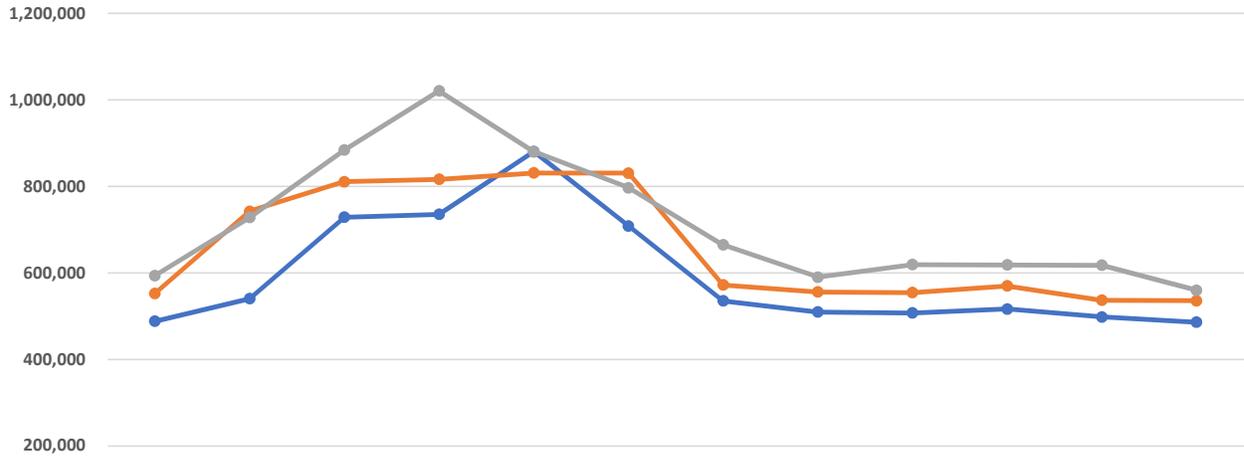
Electric Consumption for Month of: April, 2023

Kilowatt Hours Consumption



City of St. Charles
Monthly Financial Report / Summary
Water Fund User Charges and Consumption

Water Fund User Chargers

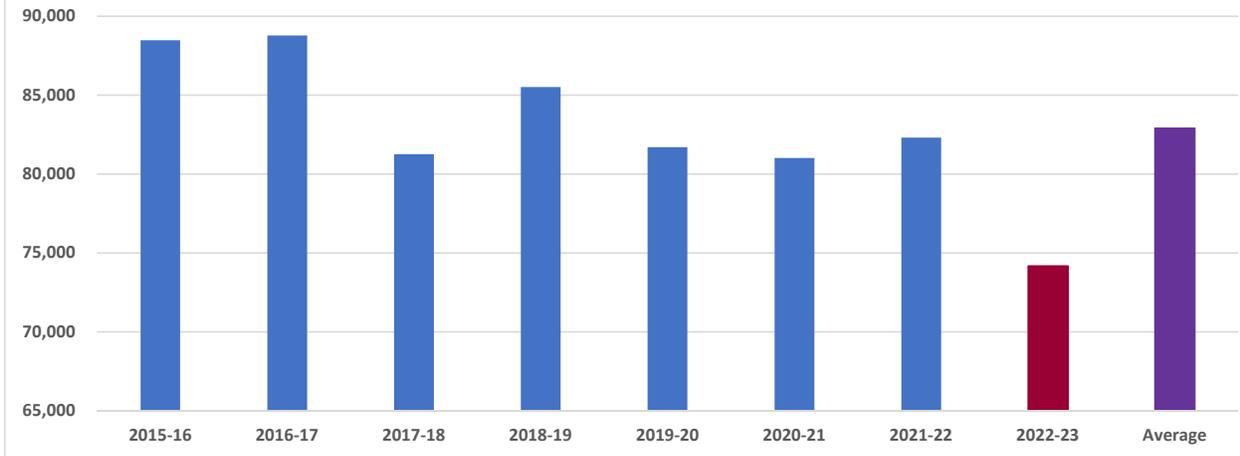


	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April
FY 2020-21	488,323	540,469	729,036	735,694	880,614	708,577	535,279	509,887	507,361	516,771	498,384	486,167
FY 2021-22	552,710	742,556	810,890	816,601	831,091	830,836	572,332	556,269	554,776	569,908	536,874	535,764
FY 2022-23	594,062	728,268	883,972	1,020,700	879,874	796,916	664,876	590,152	619,501	618,401	617,643	560,120

● FY 2020-21
 ● FY 2021-22
 ● FY 2022-23

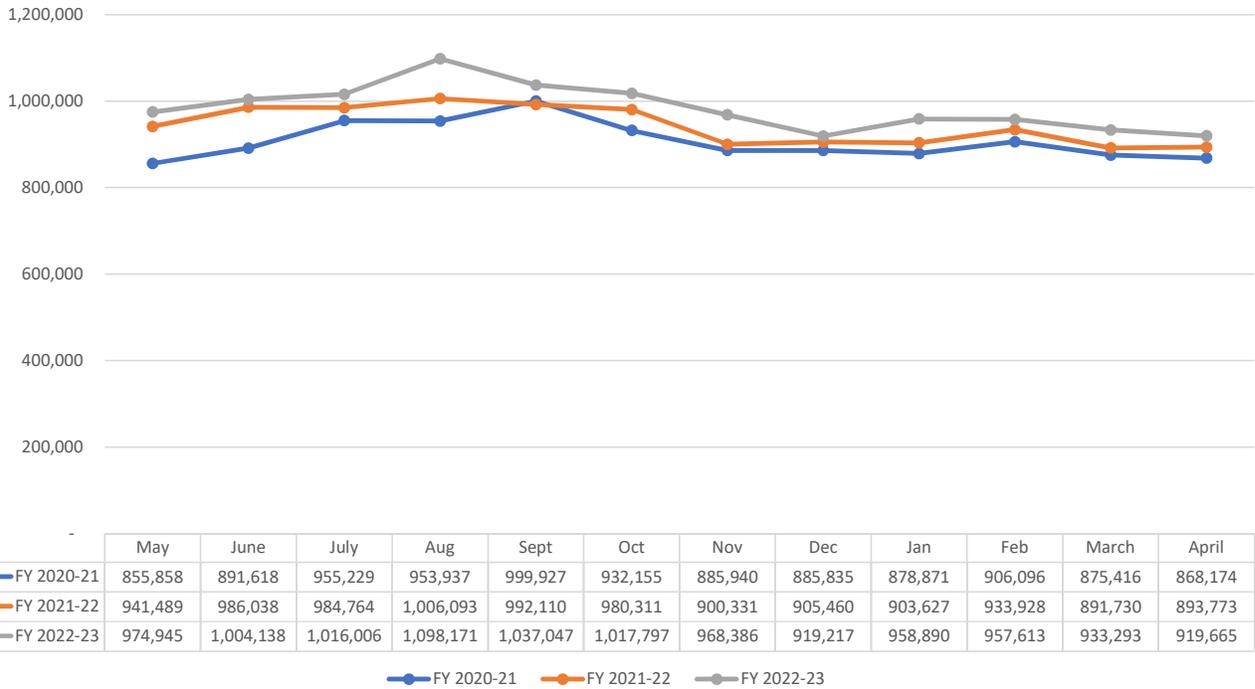
Water Consumption for Month of: April, 2023

Water Gallons (1000s) Consumption

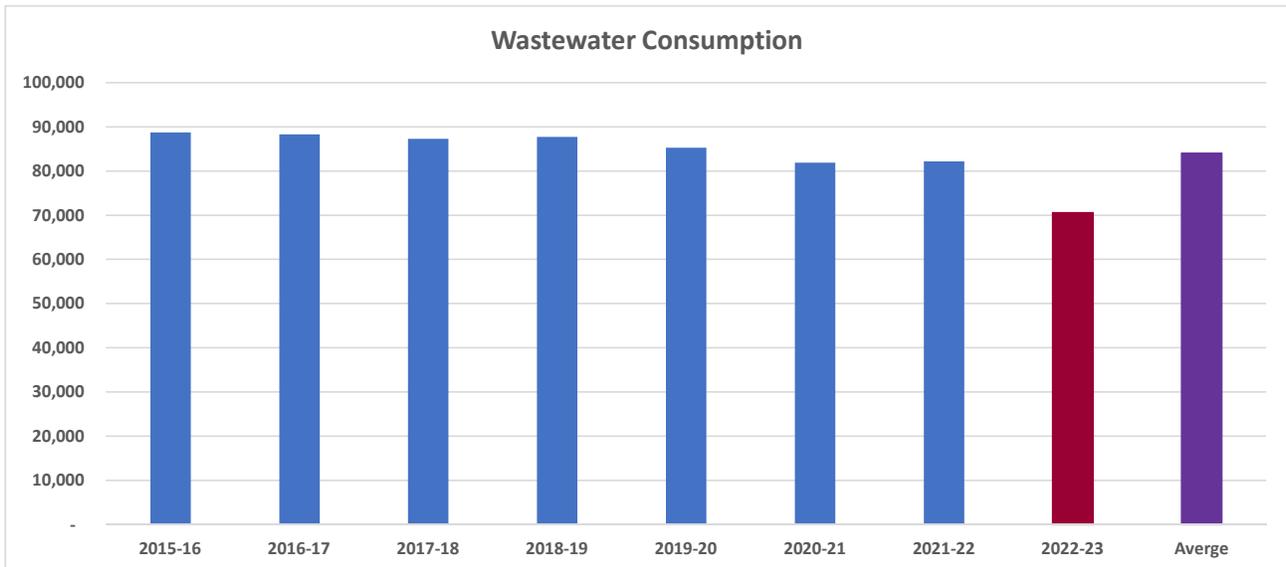


City of St. Charles
Monthly Financial Report / Summary
Wastewater Fund User Charges and Consumption

Wastewater Fund User Chargers



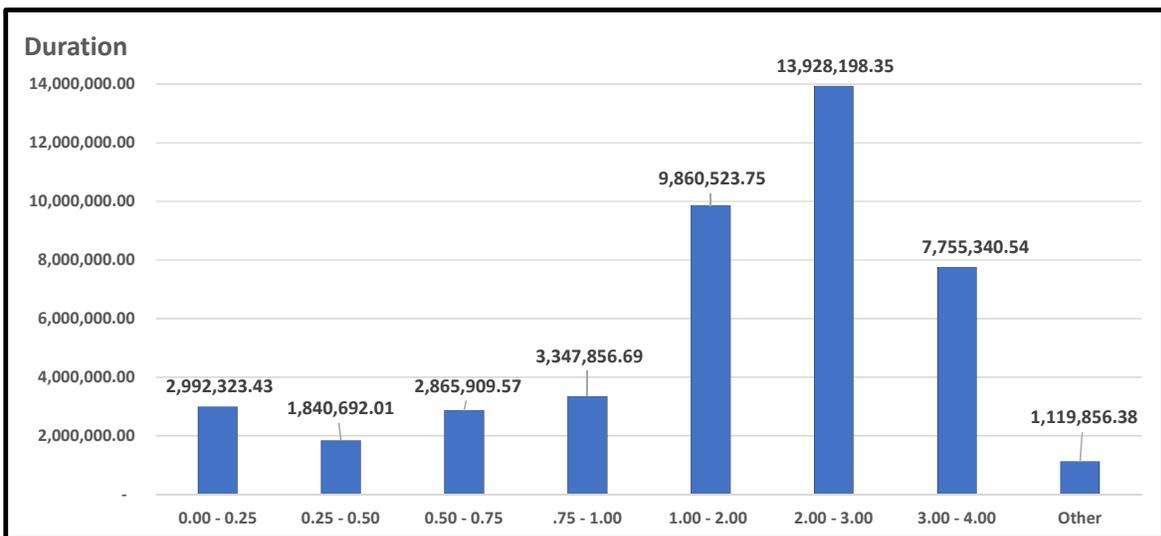
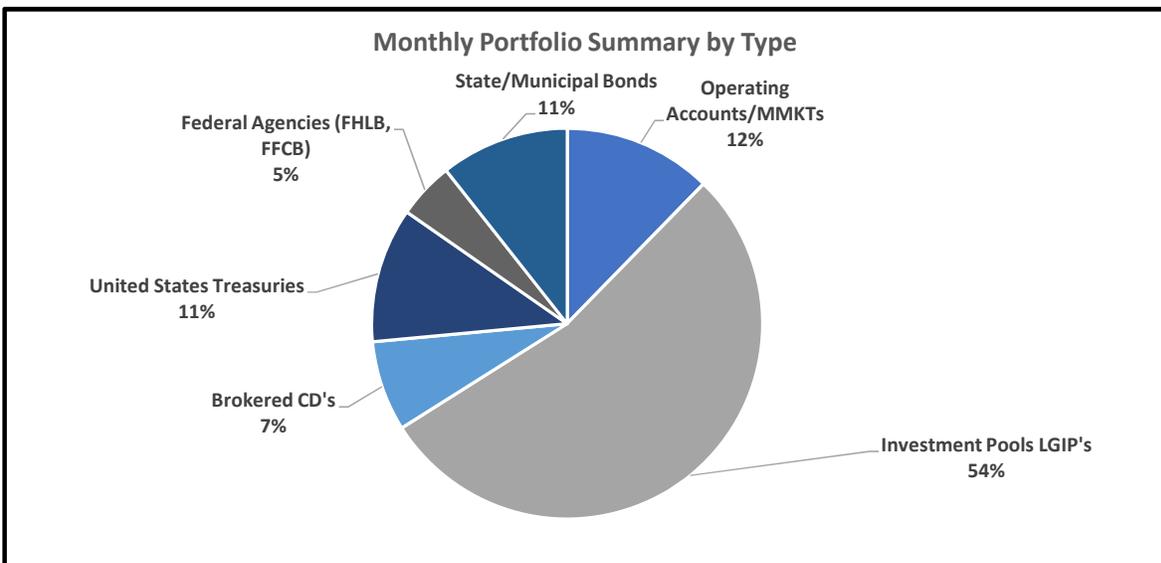
Wastewater Consumption for Month of: April, 2023



City of St. Charles
Monthly Investment Summary
As of April 30, 2023

Total Portfolio Size: 126,306,901.11
Fixed Income Portfolio: 42,889,489.80 **34.0% Percent of Total**
Fixed Income Yield: 3.42% **End of Month 6 Month Treasury:** 5.06%
Fixed Income Avg Duration: 1.999 Years **Fixed Income Avg Credit Rating:** AA/Aa2/AA

<u>Category</u>	<u>Amount</u>	<u>Percent</u>
Operating Accounts/MMKTs	15,523,007.00	12.3%
Investment Pools LGIP's	67,894,404.31	53.8%
Brokered CD's	9,428,133.85	7.5%
United States Treasuries	14,119,887.50	11.2%
Federal Agencies (FHLB, FFCB)	5,911,211.50	4.7%
State/Municipal Bonds	13,430,256.95	10.6%
	<u>126,306,901.11</u>	-



	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: IIA
	Title:	Recommendation from Mayor Vitek to Approve a Resolution to Execute an agreement with the Del Galdo Law Group and appoint K. Austin Zimmer to the Position of Ethics Advisor for the City of St. Charles.	
	Presenter:	Mayor Vitek	
Meeting: City Council		Date: June 19, 2023	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain):			
<p>Chapter 2.44.020 of the Municipal Code, entitled “Ethics Advisor,” indicates that the Mayor, with the advice and consent of the City Council, shall designate an Ethics Advisor for the City. The purpose for the advisor is to provide guidance to officers and employees of the City concerning the interpretation of and compliance with the provisions of the Municipal Code chapter 2.44, “Ethics,” and the State of Illinois ethics laws. For your information, the Mayor and Council may also perform other duties as directed.</p> <p>Nicholas S. Peppers, has collaborated with Attorney Zimmer in the past, and recommends Mr. Zimmer as the Ethics Advisor for the City of St. Charles.</p> <p>Mayor Vitek recommends the appointment of K. Austin Zimmer of the Del Galdo Law Group as the Ethics Advisor for the City of St. Charles.</p>			
Attachments (please list):			
Resolution, Agreement, Bio			
Recommendation/Suggested Action (briefly explain):			
Recommendation from Mayor Vitek to Approve a Resolution to Execute the agreement with the Del Galdo Law Group and appoint K. Austin Zimmer to the Position of Ethics Advisor for the City of St. Charles.			

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

**A Resolution to Execute an agreement with the Del Galdo Law Group
and appoint K. Austin Zimmer to the Position of Ethics Advisor for the
City of St. Charles.**

**Presented & Passed by the
City Council on June 19, 2023**

WHEREAS, It is incumbent upon all City Council members and staff to act ethically and responsibly in carrying out their public duties; and

WHEREAS, The St. Charles City Council affirms its duty to abide by all rules and regulations regarding ethical behavior; and

WHEREAS, The St. Charles City Council seeks to ensure that its members and staff conduct themselves in a manner that will instill public confidence and trust in the fair operation and integrity of the City government; and

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, execute an agreement with the Del Galdo Law Group and appoint K. Austin Zimmer to the position of Ethics Advisor for the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 5th day of June, 2023

PASSED by the City Council of the City of St. Charles, Illinois, this 5th day of June, 2023

APPROVED by the Mayor of the City of St. Charles, Illinois, this 5th day of June, 2023

Lora Vitek, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



DEL GALDO LAW GROUP, LLC

Attorneys & Counselors

June 13, 2023

Sent Via Email to:

Heather M. McGuire
City Administrator
City of St. Charles
c/o Nick Peppers
Storino, Ramello & Durkin

Re: Legal Representation/Fee Agreement

Dear Ms. McGuire:

First and foremost, thank you for choosing the Del Galdo Law Group, LLC (hereinafter or otherwise the “Firm”) to represent the City of St. Charles (the “Client”) in connection with the below detailed scope of representation. This letter, together with the attached Standard Terms of Engagement for Legal Services, constitutes the entire terms of our engagement. We would like to thank you for the opportunity to work with you on this matter and look forward to our future working relationship.

Scope of Representation. The Firm will represent the Client as Ethics Officer, and shall perform such legal services as directed by the City.

Fees and Expenses. Our fees are determined based on time spent providing services to the Client by our staff. In consideration of the legal services rendered and to be rendered under this Agreement, the Firm shall charge, and the Client agrees to pay \$225 per hour for all services rendered and to be rendered by Attorneys under this Agreement. The Firm shall additionally charge, and the Client agrees to pay \$75.00 per hour for services performed by paralegals and law clerks of the Firm. Our fees are billed in .25 of an hour increments on a monthly basis as set forth herein.

All of our time is fully itemized and documented in billing statements that will be mailed monthly to the Client at the above address. Each monthly bill for services includes the initials of the individual who performed the assigned task, the date on which the work was performed, a description of the work and the amount of time spent completing the assignment. Any expenses, disbursements and other charges incurred on the Client's behalf will be billed to the Client in addition to our charges for professional services in accordance with our regularly established procedures. With respect to any third-party charges, the Firm may recommend third-party vendors, such as appraisers, title companies and the like; however, the Client will have final approval authority with regard to any third-party contractors the Firm may hire to work on this matter. In all respects, the Firm's invoicing will be in accordance with the Standards.

On a monthly basis, the Firm shall submit an invoice to the Client for all services rendered by the Firm in connection with our representation of the Client (the "Invoice"). In addition to our services, the Invoice may include a request for reimbursement of costs, expenses and out-of-pocket advances incurred by the Firm in representing the Client. Examples of such costs and expenses include filing fees, certified mailings, overnight delivery fees, copying costs, court reporter fees, trial exhibit costs and other such expenses that may be reasonably incurred in the course of representing the Client. Furthermore, the Client will be directly responsible for payment of all costs to all third-party contractors including, but not limited to, expert witnesses. The Firm may suggest some third-party contractors to utilize, but the Client will have final approval authority with regards to any third-party contractors that are hired to aid in our defense of this matter.

The Firm's statements for services rendered and out-of-pocket costs incurred (the "Invoice") will be prepared and mailed to the address listed above during the month following the month in which services are rendered and costs advanced. We will make every effort to include the Firm's out-of-pocket disbursements in the next monthly statement. However, some disbursements are not immediately available to us and, as a result, may not appear on a statement until sometime after the charges were actually incurred. The Firm anticipates making advances to cover out-of-pocket costs incurred but reserves the right to forward the Client any third-party invoice with the request that such items be paid directly to the service providers.

The Client agrees to remit payment on the Invoices submitted by the Firm in a commercially reasonable time period, but in no event later than thirty (30) days after the Client's receipt of such Invoice.

While K. Austin Zimmer will have primary responsibility for the Client's matters, we will assign others to assist in representing the Client. We will assign other attorneys or legal assistants as appears appropriate to optimize the effectiveness and economy of our services.

Future Engagements. You further understand and acknowledge that the Firm acts as general and special counsel to a variety of Illinois municipalities and units of government. To the extent that the Client seeks in the future to retain the Firm beyond the scope of this engagement letter, the Firm will conduct a conflict of interest check and will thereafter notify the Client in writing of a potential conflict of interest and either decline representation or seek a waiver of potential conflict of interest, whichever is required under the Illinois Rules of Professional Conduct (“Rules”).

Terms of Engagement. This Agreement and the appointment of the Firm is on an at-will basis. If, upon such termination, the Client wishes to have any documents delivered to it, please advise us in writing. Otherwise, all such documents will be transferred to the person or entity responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents retained by us as permitted by law, absent any contrary written instructions from the Client.

If the foregoing fee arrangement meets with your approval, please sign and date below and return this letter to the Firm at your earliest convenience. Should you have any questions, however, please do not hesitate to contact us. We appreciate the opportunity to be of service to the City of St. Charles, and thank you for choosing Del Galdo Law Group, LLC to assist with this matter.

Very truly yours,
DEL GALDO LAW GROUP, LLC

By: _____
Michael T. Del Galdo

The foregoing agreement is accepted

HEATHER M. MCGUIRE

By: _____
Heather M. McGuire
City of St. Charles

Date: _____, 2023

Del Galdo Law Group, LLC

Standard Terms of Engagement For Legal Services

INTRODUCTION

Del Galdo Law Group, LLC is committed to providing legal services that combine technical accuracy, a timely response, accessibility and innovation, with a clear aim of assisting our clients to achieve their objectives.

This statement sets out the standard terms of our engagement as your lawyers and is intended as a supplement to the engagement letter that we have with you as our client. Unless agreed otherwise in writing by mutual agreement, these terms will be an integral part of our agreement with you as reflected in the engagement letter.

We ask that you read this statement carefully and contact us promptly if you have any questions. We suggest that you keep a copy of this statement in your file with the engagement letter.

SCOPE OF OUR WORK

You should have a clear understanding of the legal services that we will provide. Our legal services will only be those described in the engagement letter; our scope of work will exclude any other work not specifically agreed to in the engagement letter. Any questions that you have shall be dealt with promptly.

We will at all times act on your behalf to the best of our ability. Any statements on our part concerning the outcome of your legal matters are statements of our best professional judgment, but are not guarantees of any result. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter, and absent an express agreement to the contrary does not include any affiliates of such person or entity (*e.g.*, if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). If you believe this engagement includes additional entities or persons as our clients you should inform us immediately.

It is also our policy that the attorney-client relationship will be considered terminated upon our completion of any services that you have retained us to perform. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to the terms of engagement that we agree on at that time.

This engagement shall be subject to the Illinois Disciplinary Rules of Professional Conduct.

WHO WILL PROVIDE THE LEGAL SERVICES

Customarily, each client of the Firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and non-lawyers (e.g., legal assistants) in the firm. Such delegation may be for the purpose of involving lawyers or non-lawyers with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis. Whenever practicable, we will advise you of the names of those attorneys and non-lawyers who work on your matters.

REVIEW FOR CONFLICT OF INTEREST

To protect both of us and to comply with our professional obligations, we conducted an internal search of our clients files to determine if there is any potential conflicts of interest with present or former clients of our firm that need to be resolved. We will inform you of any potential conflicts, which we may discover prior to commencing work for you, if possible, so that you can evaluate whether engaging our firm, is appropriate. Moreover, we assume that if, during the course of our firm's services, we become aware of potential conflicts of interest that may arise, we will immediately provide you with all necessary information.

HOW OUR FEES WILL BE SET

Generally, our fees are based on the time spent by the lawyers and non-lawyers who work on the matter. We will charge for all time spent in representing your interests, including, by way of illustration, telephone and office conferences with you and your representatives, consultants (if any), opposing counsel, and others; conferences among our legal and non-lawyer personnel; factual investigation; legal research; responding to your requests for us to provide information to your auditors in connection with reviews or audits of financial statements; drafting letters and other documents; and travel. We will keep accurate records of the time we devote to your work in units of quarters of an hour, and will bill on a quarter of an hour basis.

The hourly rates of our lawyers and non-lawyers are, from time to time, reviewed and adjusted and may be changed with or without notice to reflect current levels of legal experience, changes in overhead costs, and other factors. Our hourly rates are listed in the engagement letter.

Although we may from time to time, at the client's request, furnish estimates of legal fees and other charges that we anticipate will be incurred, these estimates are by their nature inexact (due to unforeseeable circumstances) and, therefore, the actual fees and charges ultimately billed may vary from such estimates.

With your advance agreement, the fees ultimately charged may be based upon a number of factors, such as:

- The time and effort required, the novelty and complexity of the issues presented, and the skill required to perform the legal services promptly;

- The fees customarily charged in the community for similar services and the value of the services to you;
- The amount of money or value of property involved and the results obtained;
- The time constraints imposed by you as our client and other circumstances, such as an emergency closing, the needs for injunctive relief from court, or substantial disruption of other office business;
- The nature and longevity of our professional relationship with you;
- The experience, reputation and expertise of the lawyers performing the services;
- The extent to which office procedures and systems have produced a high-quality product efficiently.

For certain well-defined services, we will (if requested) quote a flat fee. It is our policy not to accept representation on a flat-fee basis except in such defined-service areas or pursuant to a special arrangement tailored to the needs of a particular client. In all such situations, the flat fee arrangement will be expressed in a letter, setting forth both the amount of the fee and the scope of the services to be provided.

We also will, in appropriate circumstances, provide legal services on a contingent fee basis. Any contingent fee representation must be the subject of a separate and specific engagement letter.

ADDITIONAL CHARGES

In addition to our fees, there will be other charges for items incident to the performance of our legal services, such as graphics, couriers, travel expenses, some long distance telephone calls, facsimile transmissions, postage, specialized computer applications such as computerized legal research, media services and practice support, records retrieval, and filing fees. The current basis for these charges is set forth below. Charges for similar services in the Firm's foreign offices may vary from those shown below. The Firm will review this schedule of charges periodically and adjust them to take into account changes in the Firm's costs and other factors.

Graphics and Production Services

The Firm charges \$0.10 per page for non-color duplicating, including printing electronic and scanned images, and printing for duplication purposes that is performed within our office. There are special charges for other production services, which are available on request.

Courier Services

Charges, which may vary based on the service provider used and the service provided, are billed at the Firm's actual cost.

Computer Aided Legal Research (CALR)

Charges for services are billed at the Firm's actual cost.

Telephone

The Firm does not charge for local or domestic long distance calls. Other long distance calls, including international long distance calls, audio conferencing services, and calling card calls are charged at the Firm's actual cost for the call or conference.

Travel-Related Expenses

Airfare, hotel, meals, ground transportation and other travel related costs are billed at the Firm's actual costs.

All Other Costs

The Firm charges actual disbursements for third-party services such as court reporters, expert witnesses, etc., and may recoup expenses reasonably incurred in connection with services performed in-house, such as postage, non-legal staff overtime, file retrieval, media services and practice support, etc. A current schedule of these charges is available on request.

Unless special arrangements are otherwise made, fees and expenses of others (such as experts, investigators, consultants and court reporters) will be the responsibility of, and billed directly to, the client. The client should not expect the Firm to advance such costs.

BILLING ARRANGEMENTS AND TERMS

Our billing rates are based on the assumption of prompt payment. Consequently, unless other arrangements are made, fees for services and other charges will be billed monthly and are due upon receipt of our billing statement.

In the event it is necessary for the Firm to file suit to recover any unpaid fees and costs associated with your matter(s), the Firm shall also be entitled to any attorney's fees and costs incurred as a result of those efforts. Moreover, any suit brought by the Firm or the client relating to the fees charged by this Firm shall be filed in the Circuit Court of Cook County and shall be tried without a jury.

Waiver of Jury Trial. Each party hereby irrevocably waives its rights to trial by jury in any Action or proceeding arising out of this agreement or the transactions relating to its subject matter.

ADVANCES

Clients of the Firm are sometimes asked to deposit funds as an advance payment or retainer with the Firm. The advance payment will be applied first to payment of charges for such items as photocopying, messengers, travel, etc., as more fully described above, and then to fees for services. The advance will be deposited in our client advance account and we will charge such other charges and our fees against the advance and credit them on our billing statements. In the event such other charges and our fees for services exceed the advance deposited with us, we will bill you for the excess monthly or may request additional advances. Any unused portion of amounts advanced will be refundable at the conclusion of our representation, unless our engagement letter provides that the advance or retainer is non-refundable, deemed earned when paid, in which case there will not be a refund.

HOW CAN YOU HELP US REPRESENT YOU

Your assistance on the following points will enable us to deliver our service in a more timely manner and reduce the possibility of the need for work: give us clear instruction, if possible in writing; provide information or documentation promptly; inform us if you have any important time limits; inform us if you have changed your address, telephone or facsimile number or email address; make sure we have understood each other correctly, ask if you are not sure about anything; deal promptly with any important questions that arise; keep in regular contact with us; and ask for a progress report if you are worried about anything, or do not hear from us when expected.

DISCLAIMER

Nothing in this Agreement or our statement will be construed as a promise or guarantee about the outcome of any matter. The Firm makes no such promises or guarantees. Our attorneys' comments about the outcome of any matter are expressions of opinion only. You agree that you have relied only on the statements or representations set forth in this Agreement, and not on any other statements or representations.

THIRD PARTY CONTRACTORS

Like many law firms and other organizations, our Firm from time to time uses or deals with third parties in connection with certain areas of our practice or operations. For instance, these third parties may include vendors, consultants, advisors, or other service providers in areas such as litigation support, storage, document management, hardware and software systems, law firm practice management, information technology, accounting and financial matters, and the like. Additionally, the Firm may use temporary lawyers and non-lawyers in certain matters. In performing their services, these parties may have some access to confidential client information, and the Firm accordingly has appropriate confidentiality arrangements with them obligating them to preserve the confidentiality of any such information. Your consent to the Firm allowing non-employee contractors access to such information as described. We take our confidentiality obligations very seriously; do not hesitate to contact us with any questions.

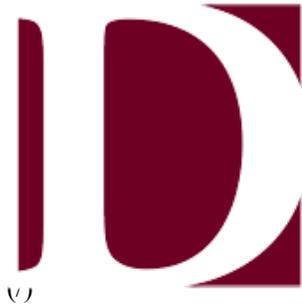
COOPERATION

In order to enable our Firm to effectively represent you, we ask that you as our client agree to disclose fully and accurately all pertinent facts and keep us informed of all documents relating to matters within the scope of our engagement. We necessarily must rely on the accuracy and completeness of the facts and information you as our client and your agents provide to us. You agree to cooperate fully with us and to make your personnel available to attend meetings, discovery proceedings and conferences, hearings, and other proceedings. We will attempt to schedule depositions, hearings, and other important events to serve the convenience of those involved, but it is the nature of litigation that these schedules are often not within our control.

We will undertake our professional efforts to achieve a result that is satisfactory to you. However, because the outcome of negotiations or litigation is subject to the vagaries and risks inherent in the litigation process and in the actions of third parties, you understand that we make no promises or guarantees concerning the outcome and cannot do so.

CONCLUSION OF SERVICES AND CLIENT & FIRM DOCUMENTS

When our services conclude, all unpaid charges will become immediately due and payable. After our services conclude, we will, upon your request, deliver your file to you, along with any funds or property of yours in our possession. Your file shall be deemed to include only client papers and property itemized in Rule 3-700(d), Rules of Professional Conduct, and, if applicable, Code of Civil Procedure Section 2018. We shall not be obliged to provide you with a copy of any paper or documents previously provided during the course of our representation. The Firm shall have no obligation to provide you with copies of computer programs, the programming techniques employed in connection with the relevant data, the principles governing the structure of the stored data and the operation of the data processing system, the underlying data used to compose materials, the methods used to select, categorize and evaluate materials, any computer outputs, or other electric materials or devices.



DEL GALDO LAW GROUP, LLC

Attorneys & Counselors

(708) 222-7000 (tel:708-222-7000)

[Office Locations \(/contact-us\)](/contact-us)



K. Austin Zimmer - Senior Partner

Austin Zimmer is a Senior Partner at Del Galdo Law Group, LLC and serves as the Chairman of the Firm's Litigation Department. Mr. Zimmer focuses his litigation practice on insurance defense and municipal litigation. He also defends clients in complex commercial matters.

Mr. Zimmer, a trial lawyer since 2001 is a prominent federal litigator and has been the lead lawyer in more than 1000 federal civil rights cases. Further, he focuses his state practice on defending insurance carriers in extra-contractual lawsuits. Before joining Del Galdo Law Group, LLC, Mr. Zimmer was employed as an Assistant State's Attorney with the Cook County State's Attorney's Office. During his time as an Assistant State's Attorney, Mr. Zimmer worked in the Special Prosecutions Unit and tried over 100 cases to a verdict. At Del Galdo Law Group, LLC, Mr. Zimmer has become a seasoned litigator and has been successful in securing countless defense



verdicts in federal and state jury trials.

Phone: (708) 222-7000 Ext. 236

Moreover, Mr. Zimmer has argued many

Email: zimmer@dlglawgroup.com (mailto:zimmer@dlglawgroup.com)

cases before the United States Court of

Appeals for the Seventh Circuit and the Illinois Appellate Court. Also, he has served as an expert witness in the area of municipal litigation. Further, Mr. Zimmer regularly lectures in the areas of civil rights, litigation avoidance and municipal liability to insurance companies and police departments.

Throughout the litigation process, he is widely regarded for his hyperresponsiveness to his clients and using his experience to keep them thoroughly informed so they can understand their choices.

SAMPLE REPRESENTATIONS

- *Loza v. Lewandowski* – Represented an insured in an automobile fatality case and secured defense verdict.
- *Kainrath v. Grider* – Represented defendants in defamation trial and received a defense verdict.
- *Taylor v. Milford* - Represented defendants in wrongful death case and secured summary judgment.
- *Dominick v. Dominick* - Federal jury trial and secured a judgment in favor of a local elected official.
- *Delgadillo v. Steinhagen et al* – Federal jury trial; Secured 100% defense verdict in employment discrimination case.
- *Reed v. Ogle County* – Represented County and was successful in having all claims dismissed against Defendants in wrongful death lawsuit.
- *Soriano v. Vitalo* – Secured a judgment for Defendants and successfully argued case on appeal before the United States Court of Appeals for the Seventh Circuit.
- *Moore v. City of Chicago Heights* – Represented City and secured summary judgment in its favor in wrongful death lawsuit.

EDUCATION

- J.D., DePaul University, College of Law
- Member, DePaul Law Review
- B.S., Arizona State University

ADMITTED TO PRACTICE

- Illinois
- Arizona
- U.S. Court of Appeals for the Seventh Circuit
- U.S. District Court for the Northern District of Illinois, Trial Bar Certified
- U.S. District Court for the Central District of Illinois

MEMBERSHIPS

- DRI - Defense Research Institute
- LM - Claims & Litigation Management Alliance
- IDC – Illinois Association of Defense Trial Counsel
- ISBA – Illinois State Bar Association

OTHER

- Recognized by the AELE Academic Committee as a Litigation Professional in Police Litigation
- Tokio Marine HCC Attorney Claims Seminar, Guest Lecturer
- York Risk Services IPARKS educational workshop, Guest Lecturer
- Municipal Clerks of Illinois, Guest Lecturer

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 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: IIB
	Title:	Recommendation from Mayor Lora Vitek to approve the appointment of Robert Gehm as Ward 3 Alderperson	
	Presenter:	Mayor Vitek	
Meeting: City Council		Date: June 19, 2023	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: Choose an item.			
Executive Summary (if not budgeted, please explain):			
<p>Due to the retirement of Alderperson Todd Bancroft, there is a vacancy in the Ward 3 seat. The Mayor and City Council opened up the ability for Ward 3 residents who meet the requirements to apply for this position, and those qualified candidates were interviewed. Request favorable consideration of appointment of Robert Gehm as Ward 3 Alderperson for the remainder of the term, ending April 30, 2025.</p>			
Attachments (please list):			
Recommendation/Suggested Action (briefly explain):			
<p>Recommendation from Mayor Lora Vitek to approve the appointment of Robert Gehm as Ward 3 Alderperson with term ending April 30, 2025.</p>			

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: IIC
	Title:	Recommendation from Mayor Lora Vitek to approve the appointment of Vicki Spellman as Liquor Control Commission Member.	
	Presenter:	Mayor Vitek	
Meeting: City Council		Date: June 19, 2023	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: Choose an item.			
Executive Summary (if not budgeted, please explain):			
<p>Due to the retirement of Alderperson Todd Bancroft, and the Appointment of Alderperson Gehm, there is a vacancy on the Liquor Control Commission. Mayor Vitek requests favorable consideration of appointment of Vicki Spellman to the Liquor Control Commission with term ending April 30, 2025.</p>			
Attachments (please list):			
Recommendation/Suggested Action (briefly explain):			
<p>Recommendation from Mayor Lora Vitek to approve the appointment of Vicki Spellman as Liquor Control Commission Member with term ending April 30, 2025.</p>			

**AGENDA ITEM EXECUTIVE SUMMARY****Agenda Item Number: IID****Title:**

Recommendation to Approve Street and Parking Lot Closures and Use of Amplification Equipment for the 2023 Fox Valley Marathon

Presenter:

Police Chief Keegan

Meeting: City Council**Date:** June 19, 2023Proposed Cost: \$6,564.49 (PD)
\$ 3,092.14 (PW)
\$1,300.00 (FD)
TOTAL \$10,956.63

Budgeted Amount: \$

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

The thirteenth annual Fox Valley Marathon is proposed for Sunday, September 17, 2023.

The layout and route will be similar to the 2023 event; however, several changes may have to be made to the route due to a Public Works culvert project taking place just north of Moore Avenue late summer/early fall. The special events committee will keep in contact with the event organizer as this project develops and work on a revised route, if necessary.

The race events begin at 6:50 a.m., proceeding south on 1st Street to Route 31, and out of the city limits into Geneva and eventually to Aurora. The route then returns to St. Charles along the river trail and finishes on the Illinois Street Bridge. Event organizers are also requesting that Municipal Lots X and V be closed on September 16 & 17 for the purposes of setting up “porta-johns” needed for the race participants and spectators.

- Illinois Street (between Rt. 31 and 2nd Ave) will be closed from 5:00 a.m. – 2:00 p.m. on Sunday, September 17th.
- Portions of Prairie Street, Route 25, and S. 1st Street will be closed as depicted in the attached event schematics.

The Fox Valley Kid’s Marathon will not take place this year.

The event sponsors are also requesting the use of an amplification system (PA) on Illinois Street at the start and finish lines for the duration of the event Sunday, September 17, 2023 from 6:15 a.m. – 2:00 p.m. Event sponsors were reminded by the Special Events committee to keep in consideration the surrounding neighborhoods when utilizing the amplification in the early Sunday morning hours.

The sponsors will ensure advance notification and promotion are done in the downtown area, with special emphasis on any business directly along the closure route.

Attachments (*please list*):

Map

Recommendation/Suggested Action (*briefly explain*):

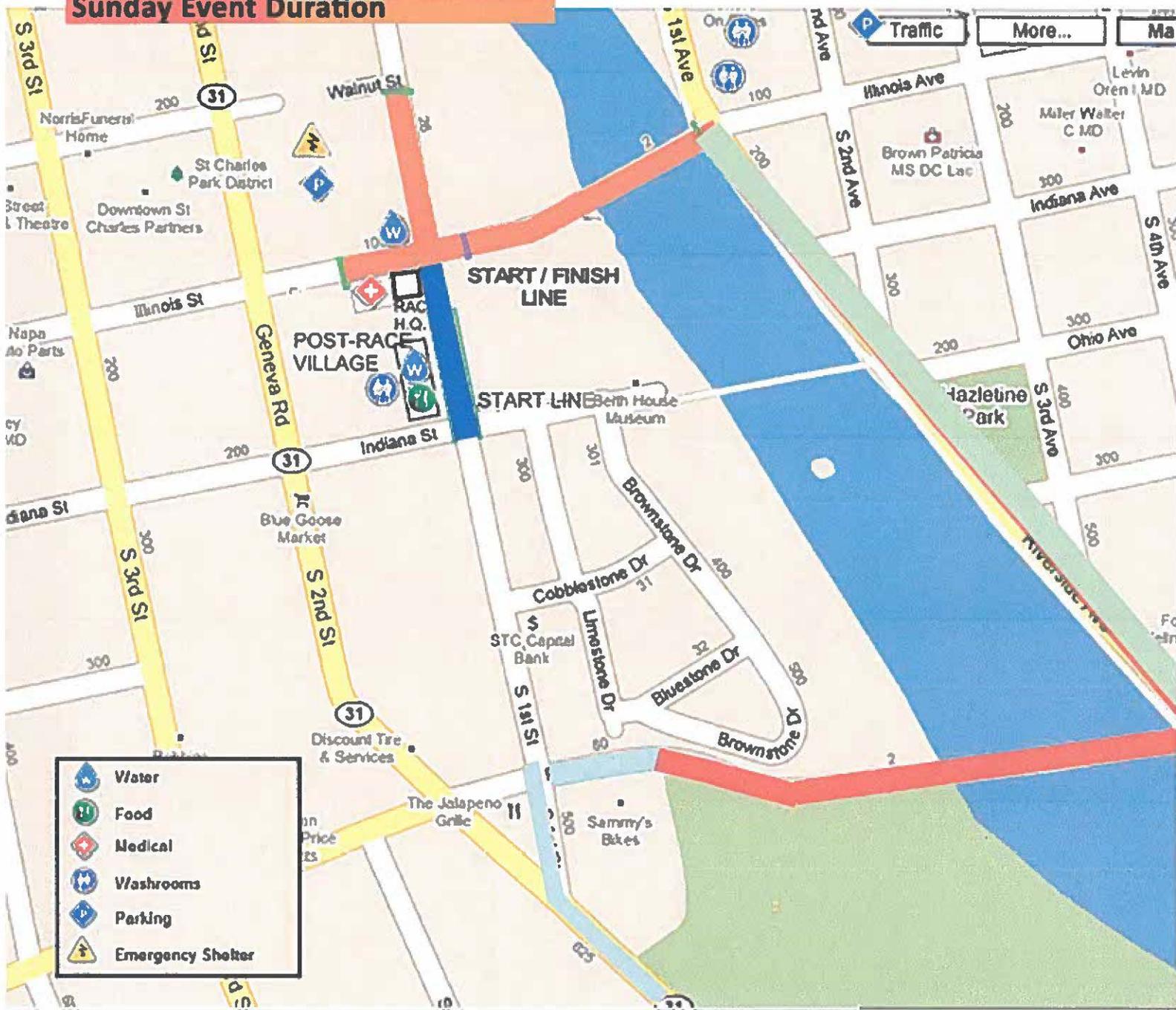
Recommendation to approve a proposal for street and parking lot closures, and use of amplification equipment, for the 2023 Fox Valley Marathon.

STREET CLOSING

Sat Setup + Sunday Event Duration

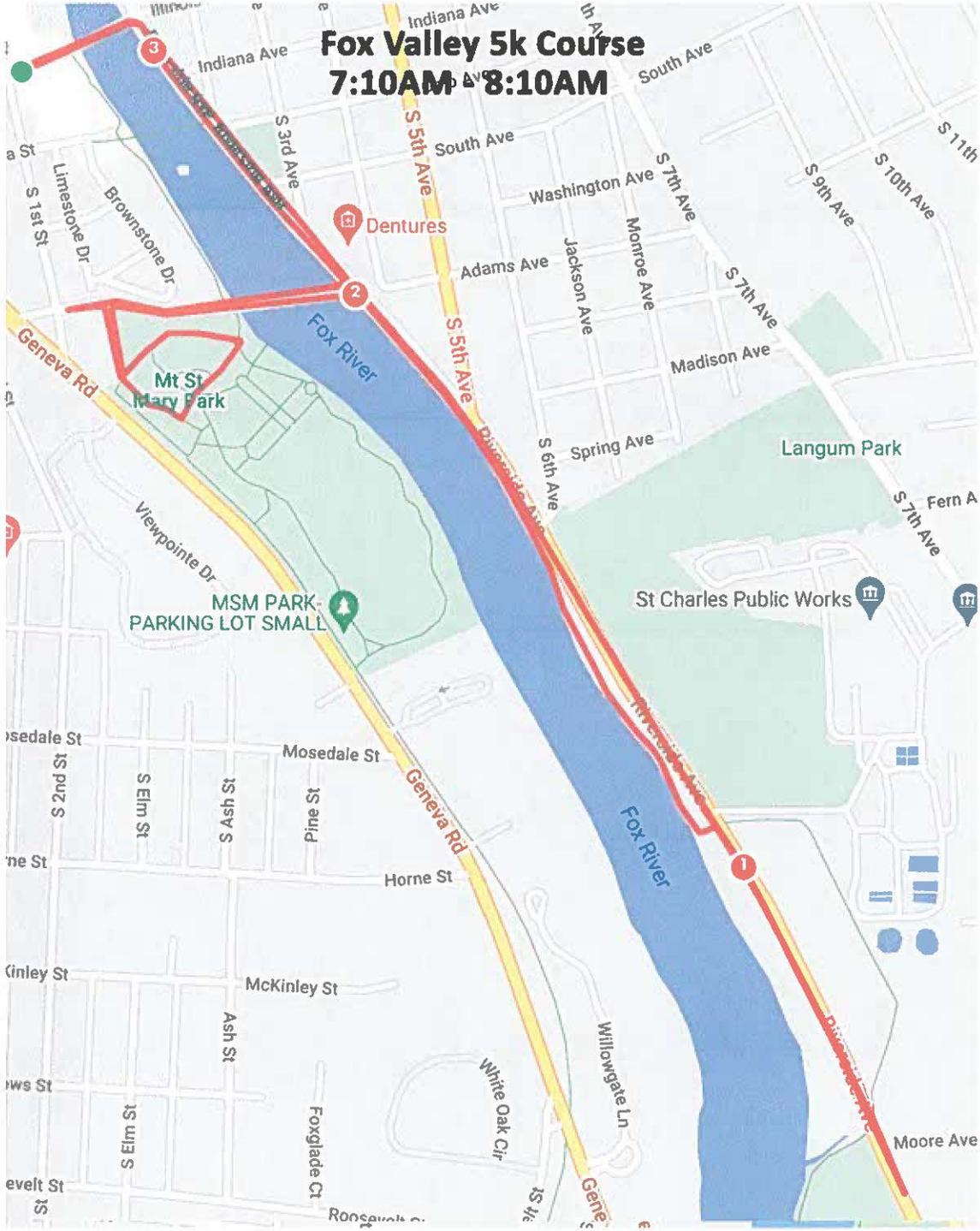
Sunday Start Only

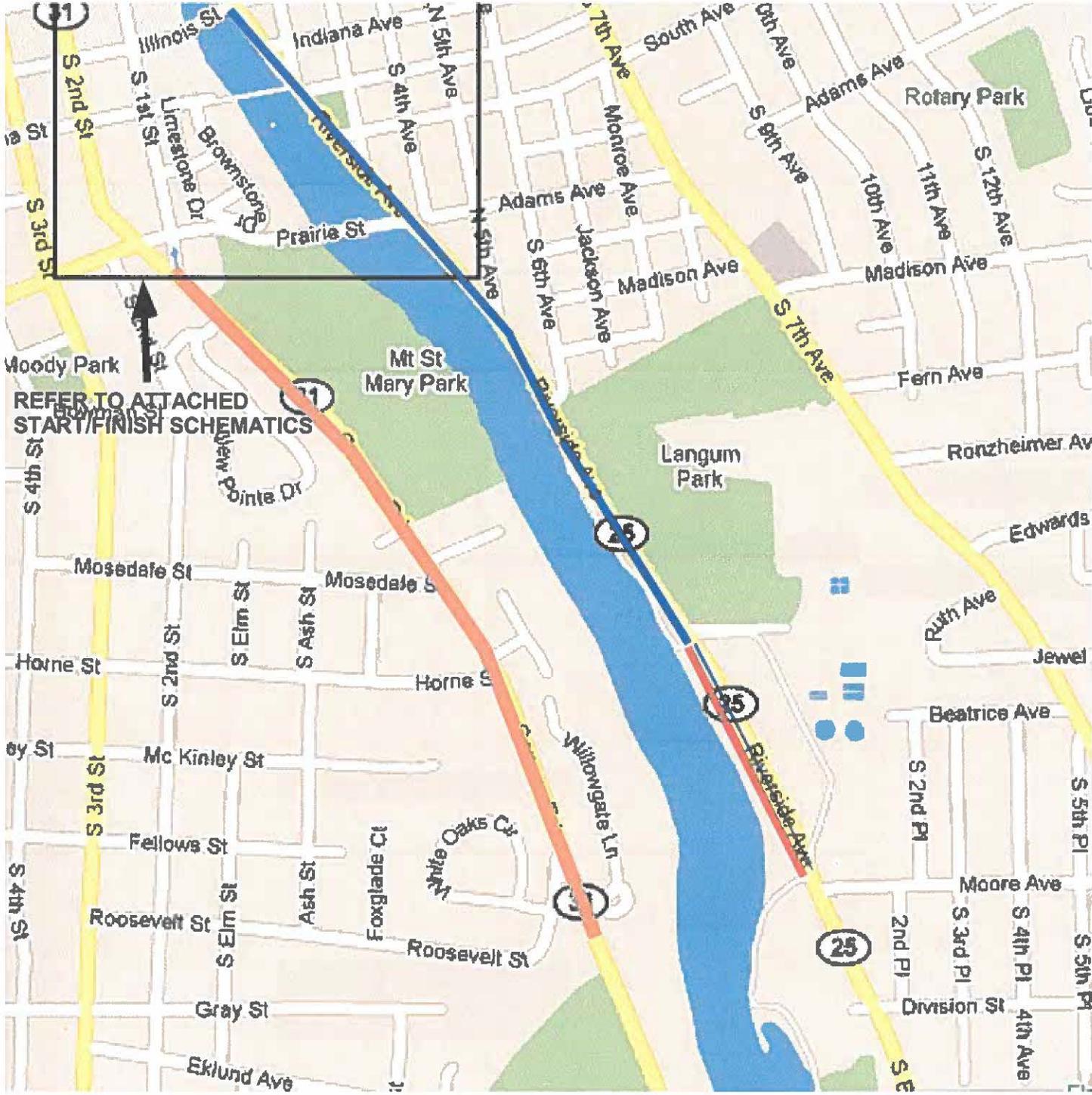
Sunday Event Duration



Fox Valley 5k Course

7:10AM 8:10AM

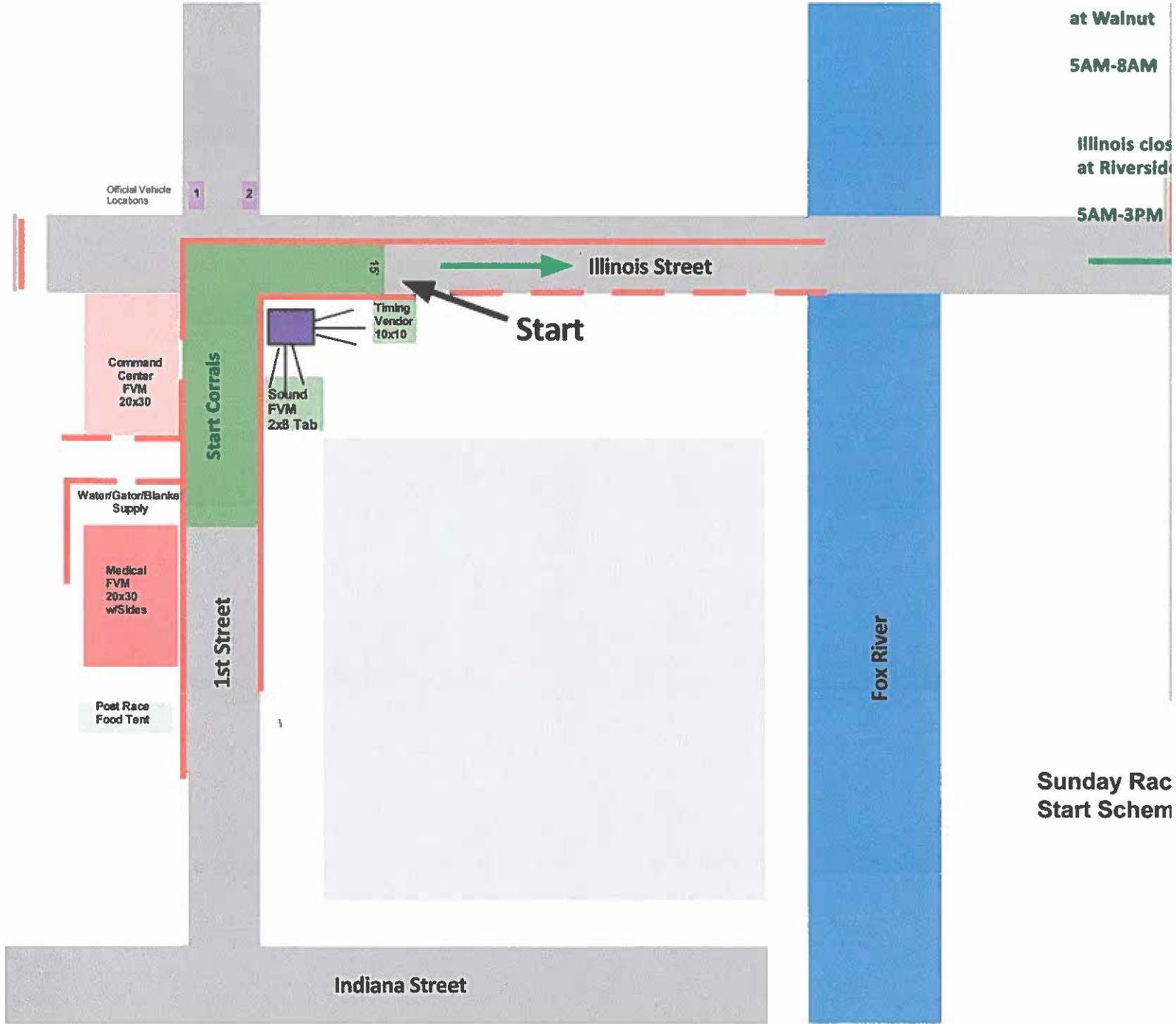




REFER TO ATTACHED
START/FINISH SCHEMATICS

RTE's 2

- STREET/ 6:50 Conc
- Nort cont allow
- Sunc Rive
- Sund: SOUT contr Gene



at Walnut

5AM-8AM

Illinois closes
at Riverside

5AM-3PM

Start

Illinois Street

Start Corrals

Sound
FVM
2x8 Tab

Timing
Vendor
10x10

1st Street

Indiana Street

Fox River

Sunday Race
Start Scheme

Official Vehicle
Locations

1

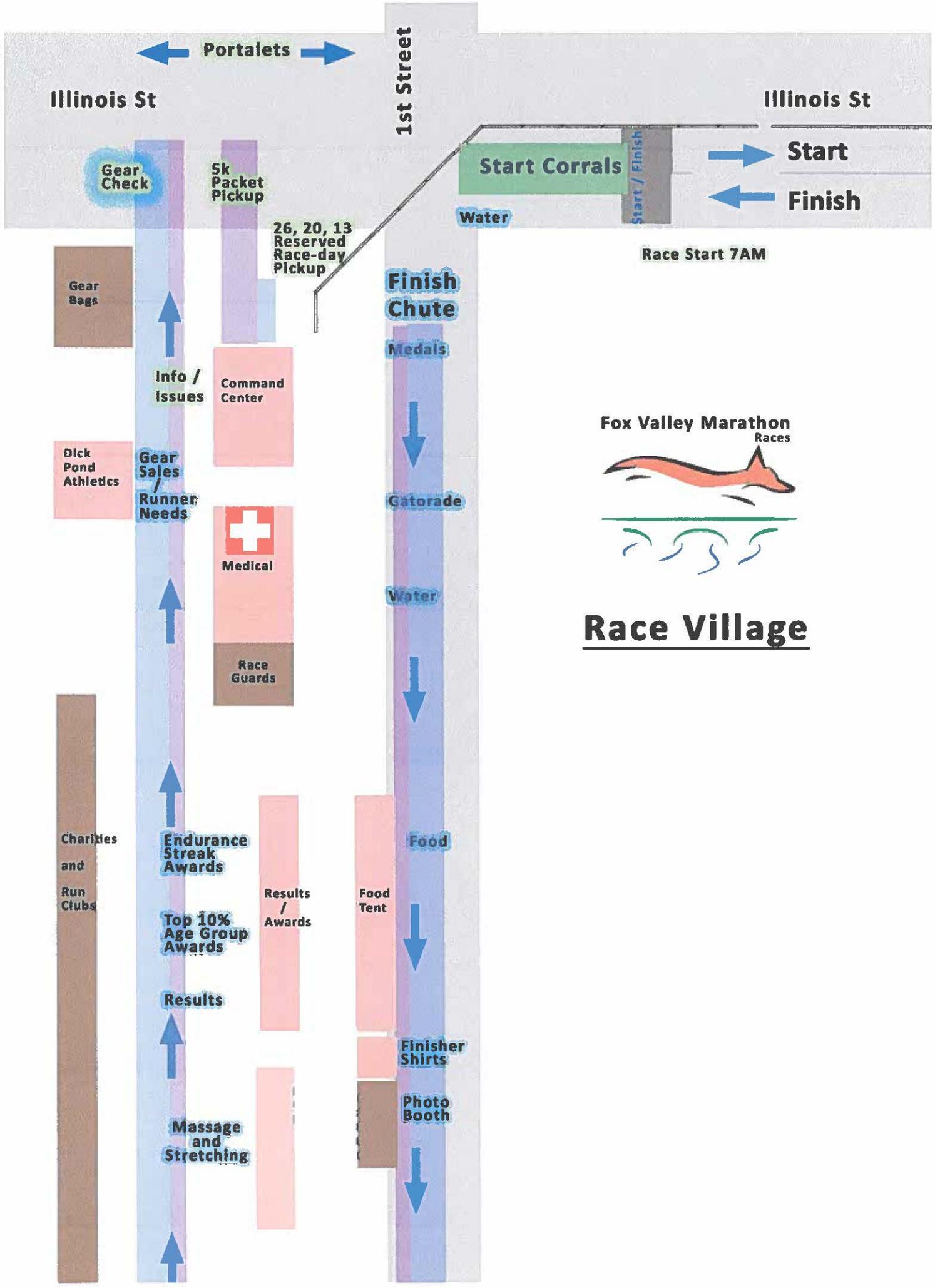
2

Command
Center
FVM
20x30

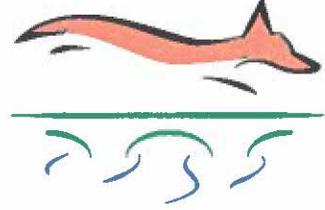
Water/Gator/Blanks
Supply

Medical
FVM
20x30
w/Sides

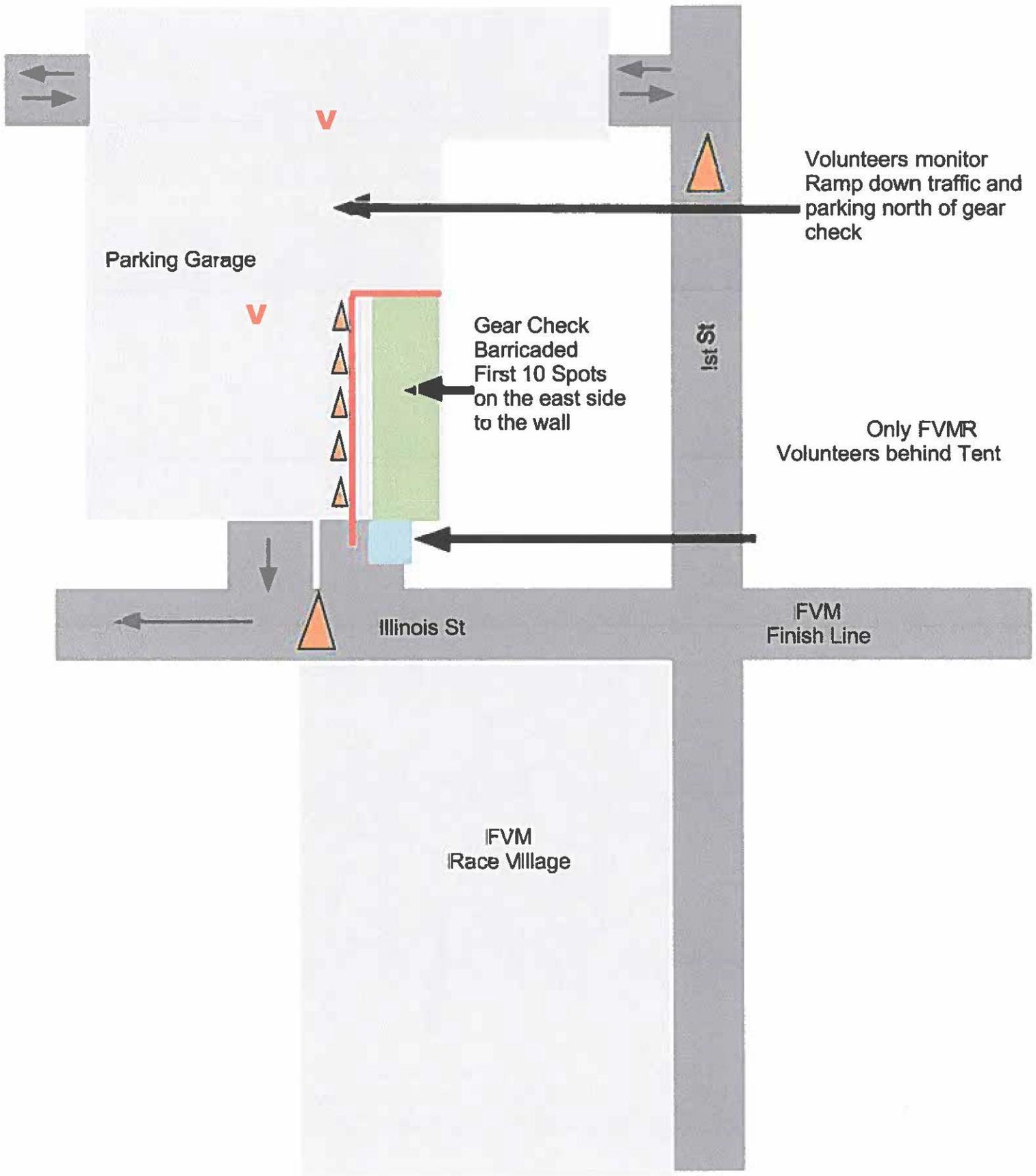
Post Race
Food Tent



Fox Valley Marathon Races



Race Village



Parking Garage Gear Check Schematic

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: IIE
	Title:	Recommendation to approve a Resolution to Execute a License Agreement with the St. Charles Park District for the use of Langum Park for the Fireworks Event on July 4, 2023.	
	Presenter:	Fire Chief Scott Swanson	
Meeting: City Council		Date: June 19, 2023	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain):			
<p>The St. Charles Park District has requested the use of Langum Park for an electronically fired fireworks and pyrotechnics display on July 4, 2023, to begin at dusk. The Park District has hired Mad Bomber (Planet Productions) to conduct this event and will coordinate with the Park District as their licensed contractor. Mad Bomber will provide certified and experienced technicians to handle, transport, set up, fire, and remove all equipment. The City of St. Charles and the St. Charles Park District will enter into an agreement for the use of Langum Park for the fireworks display taking place on July 4, 2023, because this is City-owned property.</p>			
Attachments (please list):			
License Agreement			
Recommendation/Suggested Action (briefly explain):			
Recommendation to approve a Resolution to Execute a License Agreement with the St. Charles Park District for the use of Langum Park for the Fireworks Event on July 4, 2023.			

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

**A Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to
Execute a License Agreement for the use of Langum Park for an Electronically
Fired Fireworks and Pyrotechnics Display on July 4, 2023.**

**Presented & Passed by the
City Council on June 19, 2023**

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 certain Agreements, 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 19th day of June, 2023.

Passed by the City Council of the City of St. Charles, Illinois this 19th day of June, 2023.

Approved by the Mayor of the City of St. Charles, Illinois this 19th day of June, 2023.

Lora A. Vitek, Mayor

ATTEST: _____

City Clerk

COUNCIL VOTE:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

EXHIBIT A

License Agreement

This License Agreement ("*License*") is made and entered into this ____ day of June, 2023, by and between the CITY OF ST. CHARLES, ILLINOIS, an Illinois municipal corporation (herein referred to as "*Licensor*"), and the Board of Commissioners of St. Charles Park District (herein referred to as "*Licensee*").

Licensee desires to enter onto the property commonly known as Langum Park, St. Charles, Illinois and within that area depicted on Exhibit A, attached hereto and made a part hereof (the "*Property*") for the purpose of Licensee's contractor conducting an electronically fired fireworks and pyrotechnics display in accordance with the agreement that is attached hereto as Exhibit C, on July 4, 2023, beginning at Dusk (the "*Event*"); and the Licensor is willing to grant Licensee a license to do so, on the terms and conditions set forth below.

Licensor hereby grants Licensee and its contractors, subcontractors, invitees, employees and agents acting on its behalf, a temporary license to enter on the Property for the purposes of utilizing the Property for the Event, subject to the following terms and conditions:

(1) LICENSEE CONTRACTOR. Licensee represents and warrants to Licensor that it has hired Mad Bomber (Planet Productions) ("*Contractor*") to provide the fireworks for this Event. Contractor shall coordinate with the Licensor in performance of the Event.

On behalf of Licensee:

Contractor shall provide electronically fired fireworks and pyrotechnics displays pursuant to the shell parameters outlined in Exhibit B, attached hereto and made a part hereof. Contractor shall provide experienced and qualified technicians to set up, fire and remove all equipment. The pyrotechnicians shall be certified and experienced in major fireworks shows and, in the handling, transporting and discharge of fireworks. At all times, Contractor shall comply with all applicable City, County and State codes and regulations governing fireworks and pyrotechnical displays, including but not limited to:

- A. NFPA 1123;
- B. International Fire Code Section 3308;
- C. All pyrotechnic assistants must be registered with the State Fire Marshal's Office;
- D. Pyrotechnic Distributor and Operator Licensing Act.

Contractor shall provide an on-site inventory check of shells to the Licensor, upon request. All fireworks and pyrotechnics packages shall be clearly labeled as to size, type, quantity and country of origin.

On or before the Event, (i) Contractor shall insure to the Licensor that all applicable (federal, state and local) permits are current and in good standing and will remain current and in good standing through the date of the Event, (ii) Contractor shall provide the Licensor with a copy of all applicable

permits, and (iii) Contractor shall provide the Licensor with a certificate of good standing for Contractor from the Illinois Secretary of State, indicating Contractor is authorized to do business in the State of Illinois.

Contractor and Licensee shall provide the Licensor's officials, employees and Police and Fire Departments complete access to its operations on the date of the Event. Contractor shall provide the Licensor written procedures outlining safety and operational plans for delivery, set-up and discharge of fireworks and pyrotechnics displays, and responses to variable weather.

Contractor and Licensee shall provide site clean-up, including removing all firing materials, debris, packing materials, and filling holes utilized for firing of displays. Contractor shall inspect the fallout zone at the end of the Event and at first dawn after the Event. Contractor shall be responsible for the recovery and removal of any unfired materials. Any shell that failed to explode shall be disposed of in accordance with all applicable laws and regulations.

(2) RESTRICTION ON USE. Licensee shall only use the Property for the purposes of the Event. The Licensee shall not alter the Property in any fashion without the written consent of the Licensor. Licensee shall, upon termination of this License, immediately cease use of and quit and deliver up the Property to the Licensor peaceably, quietly, and in as good order and condition as the same now are, normal wear and tear excepted.

Licensee shall comply with all applicable federal, state, county and local laws, regulations and ordinances, as may be applicable to the Event. Licensee shall comply with the applicable requirements of the City of St. Charles Police and Fire Departments in producing the Event and shall confer with said departments to ensure safety and compliance with all City of St. Charles Ordinances and State of Illinois regulations.

(3) CONDITION; MAINTENANCE; REPAIR; UTILITIES. Licensee accepts the Property in its current condition, and Licensor makes no representations concerning the condition of the Property. Licensor has no duty or obligation to maintain or repair the Property during the License Term. Any maintenance, repairs or alterations made to the Property by the Licensee shall be made at the sole expense of the Licensee, and the Licensee shall have no right to recover any such amounts from the Licensor. Further, Licensor shall not be liable to Licensee for any damage or injury to any of them or their property occasioned by the failure of the Licensor to keep the Property maintained and in repair; unless such damage or injury is a result of Licensor's negligence or willful misconduct. Except as approved by the Licensor, Licensee shall not attach, affix or exhibit, or permit to be attached, affixed or exhibited any articles of permanent or semi-permanent character or any sign, attached or detached, with any writing, printing of symbols thereof, on or about the Property, or upon any appurtenances thereto. The Licensee shall be responsible for and pay for any and all utilities required and utilized during the term of the License. In all events, Licensee shall be responsible and liable for the actions of its employees, guests, agents and the Contractor and its employees.

(4) ASSUMPTION OF RISK. Licensee shall use the Property at its own risk; and Licensor shall not be liable for any damage to person or property resulting, directly or indirectly, from Licensee's use of the Property; unless such damage is caused by Licensor's negligence or willful misconduct.

(5) INDEMNIFICATION. Licensee shall indemnify and save harmless Licensor and its officials, officers, employees, staff, contractors, agents, representatives, consultants, successors and assigns (collectively, the "Indemnitees"), from and against any and all losses, verifiable and substantiated damages, third-party claims, actions, liabilities, reasonable actual out-of-pocket costs and expenses including, without limitation, reasonable outside attorneys' fees and expenses that the Indemnitees may suffer, incur or sustain arising out of or relating to the activities of Licensee, Contractor or any guests, employees, agents, and invitees thereof, under this License, or any acts or omissions of Licensee or its Contractor, subcontractors, agents, employees, tenants, invitees or representatives hereunder, or with respect to or arising out of any use of the Property or the rights herein granted, or the performance or non-performance of Licensee's or Contractor's obligations hereunder. The Licensee, in carrying out its obligations hereunder, shall use legal counsel reasonably acceptable to the Licensor. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage. The provisions of this Section 5 shall survive the termination of this License.

(6) INSURANCE. Not less than ten (10) days prior to commencing operations under this License, Licensee shall, at no cost to Licensor, acquire and maintain throughout the License the insurance coverage satisfactory to the Licensor, pursuant to Licensor's requirements. Acceptance by the Licensor of insurance submitted by the Licensee does not relieve or decrease in any manner the liability of the Licensee for performance of the obligations required under this License. The Licensee shall increase such minimum limits upon receiving notice in writing from the Licensor. The Licensee is responsible for any losses, claims, and costs of any kind that Licensee's insurance does not cover.

In addition, the Licensee shall cause its Contractor to furnish to Licensor a certificate of insurance evidencing coverages and limits otherwise reasonably satisfactory to the Licensor, pursuant to Licensor's requirements. Such insurance shall be maintained during the License Term.

With the exception of Workers' Compensation insurance, the Licensor and its elected officials, officers, employees and agents shall be included as an additional insured under the insurance policies required herein. Coverage afforded the Licensor under these policies shall be primary insurance. If the Licensor has other insurance which is applicable to the loss, such other insurance shall be on an excess and/or contingent basis.

(7) HAZARDOUS WASTE, SUBSTANCES, MATERIALS, EXPLOSIVES. Licensee shall not store, house, possess or permit any hazardous waste, hazardous substances, hazardous materials, or explosives, upon the Property, or any part thereof.

(8) **ASSIGNMENT AND SUB-LICENSING.** Licensee shall not assign this License or any part hereof in any manner whatsoever nor shall it assign any of the privileges herein granted without the prior written consent of the Licensor, which consent may be withheld, conditioned or delayed in its sole and absolute discretion. The Licensee shall not sublicense or otherwise provide any successor or operational rights to the Property or any portion thereof, or any privileges granted herein, without the prior written consent of the Licensor, which may be withheld, conditioned or delayed in its sole discretion.

(9) **REVOCAION.** In the event of any violation by Licensee of the terms of this License and upon five (5) business days prior written notice to Licensee by Licensor, except in the case of an emergency, this License and any rights granted herein may be revoked by the Licensor.

(10) **AUTHORITY.** Each party warrants to the others that it is authorized to execute, deliver and perform this License. Each party warrants to the others that execution, delivery and performance of this License do not constitute a breach or violation of any agreement, undertaking, law or ordinance by which that party is bound. Each individual signing this License on behalf of a party warrants to the others that such individual is authorized to execute this License in the name of the party on whose behalf he or she executes it.

(11) **REMEDIES.** Licensor's sole remedy for breach of this Agreement by Licensee shall be an action at law for compensatory money damages (but not punitive or consequential). Licensor agrees not to seek, nor shall Licensor be entitled to, injunctive or other equitable relief. Licensor shall not be entitled to enjoin, restrain or otherwise impair Licensee's development, production, exhibition, advertising, promotion or other exploitation of the Event, or any other rights of Licensee hereunder.

(12) **MISCELLANEOUS.**

(a) **No Liens.** Licensee shall pay for all labor done or materials furnished in the repair, replacement, development or improvement of the Property by Licensee, and shall keep the Property free and clear of any lien or encumbrance of any kind whatsoever created by Licensee's act or omission.

(b) **Waivers.** No waiver of default by the Licensor or any of the terms, covenants or conditions hereof to be performed, kept and observed by Licensee shall be construed or operate as a waiver by the Licensor of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by Licensee.

(c) **Waiver of Claims.** Licensee hereby waives any claim against the Licensor, and its elected officials, officers, agents and employees, that it may have on the date of execution of this License for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this License or any part thereof, or by any judgment or award in any suit or proceeding declaring this License null, void and voidable, or delaying the same or any part hereof from being carried out.

(d) Attorney's Fees. In the event that the Licensor brings and prevails in any action, suit or proceeding to take possession of the Property or to ensure compliance with this License, Licensee shall pay the Licensor's reasonable outside attorney's fees, in an amount allowed by the court in said action, suit or proceeding.

(e) No Third-Party Beneficiary. This License is made for the benefit of the parties hereto and nothing herein shall be construed to create any right or benefit enforceable by any third party.

(f) Survival of Certain Provisions. Licensee shall remain obligated to the Licensor under all clauses of this License that expressly or by their nature extend beyond and survive the termination of this License, including the indemnity provisions hereof.

(g) Severability. In the event any term, covenant or condition herein shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein, provided that such invalidity does not materially prejudice either the Licensee or the Licensor in their respective rights and obligations contained in the valid terms, covenants or conditions hereof.

(h) Written Amendment. Unless otherwise provided herein, this License may be amended only by a written instrument duly executed by the parties.

(i) Time of Essence. Time is expressed to be of the essence in this License.

(j) Force Majeure. Timely performance by both parties is essential to this License. However, neither party is liable to the other for damages resulting from delays or other failures to perform its obligations under this License to the extent the delay or failure is caused by Force Majeure. For purposes of this License, "*Force Majeure*" shall mean pandemics, epidemics, fires, floods, explosions and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.

(k) Notices. All notices provided for herein shall be in writing and served or given by electronic delivery, with confirmation of receipt, hand delivery, or an overnight delivery service. Any notice permitted or required to be served upon Licensee may be served upon it at:

St. Charles Park District
Attn: Superintendent of Recreation
8 North Avenue
St. Charles, IL 60174
Email: mkies@stcparks.org

Any notice permitted or required to be served upon the Licensor may be served upon it at:

City of St. Charles
Attn: City Administrator
2 East Main Street
St. Charles, Illinois 60174

E-Mail: hmcguire@stcharlesil.gov

Either party may give notice in writing to the other party of any change in such address, and, in such event, notices shall then be given to the party's substituted address.

(k) Venue. This License is subject to and shall be interpreted under the laws of the State of Illinois. Court jurisdiction shall exclusively be in the Circuit Court of Kane County, Illinois. Licensee shall ensure that Licensee and its employees, agents and officers are familiar with and comply with all applicable federal, state and local laws, regulations and ordinances as now written or hereafter amended or promulgated.

LICENSOR

CITY OF ST. CHARLES, an Illinois municipal corporation

By: _____
Lora A. Vitek, Mayor

Attest: _____
Nancy Garrison, City Clerk

LICENSEE

BOARD OF COMMISSIONERS OF ST. CHARLES PARK DISTRICT

By: _____
Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

Before me, the undersigned, a Notary Public in and for said county and state, on this ____ day of _____, 2023, personally appeared Lora A. Vitek and Nancy Garrison, to me known to be the Mayor and City Clerk, respectively, of the City of St. Charles, an Illinois municipal corporation, who executed the foregoing License Agreement and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act of the City of St. Charles, for the uses and purposes therein set forth.

Notary Public

My Commission Expires: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this ____ day of _____, 2023, before me, a Notary Public in and for said State, personally appeared, _____, to me personally known as the _____ of _____, who being by me duly sworn did say that he/she executed the said instrument as his/her voluntary act and deed for the purposes set forth herein.

Notary Public

My Commission Expires: _____

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: IIF
	Title:	Recommendation to approve the St. Charles July 4th Fireworks Display	
	Presenter:	Fire Chief Scott Swanson	
Meeting: City Council		Date: June 19, 2023	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: Choose an item.			
Executive Summary (if not budgeted, please explain):			
<p>The annual Independence Day fireworks display on July 4th is presented by the St. Charles Park District. To better address safety and security concerns, the event has been relocated to Langum Park and Mount St. Mary's Park areas in the City. Mad Bomber Fireworks, a licensed and insured pyrotechnic distributor, will launch this display from Langum Park. The display will consist of shells ranging in size from 2" to 6" in line with previous July 4th fireworks displays.</p> <p>After reviewing all pertinent documents, the Fire Department has determined that this display complies with code requirements.</p>			
Attachments (please list):			
St. Charles Park District Fireworks Permit			
Recommendation/Suggested Action (briefly explain):			
Recommendation to approve the annual July 4 th Fireworks display as presented by the St. Charles Park District from Langum park.			

St. Charles Fire Department
112 N. Riverside Ave.
St. Charles, IL. 60174
630-377-4458



Permit #: 20230701
Effective: July 4, 2023
Set-up Time-1000 hrs
Expires: July 4, 2023
2300 hrs

FIREWORKS PERMIT

Permit Issued to:

St. Charles Park District
8 North Avenue
St. Charles, IL. 60174

Pyrotechnic Distributor:

Mad Bomber (Planet Productions)
Dan Miller [REDACTED], Cell
3999 E. Hupp Road
LaPorte, IN 46350
847.464.1442

Pursuant to the requirements of the Municipal Code of the City of St. Charles, Kane and DuPage Counties, Illinois and the Fire Prevention Code contained therein, and with the NFPA standards adopted and amended by the OSFM rules, part 235, this **Fireworks Permit** is issued to the above address.

This permit is subject to the Special Conditions shown hereinafter and all other applicable laws, ordinances, regulations, or rules of the United States, the State of Illinois, the respective County in which the subject activity is to occur, and the City of St. Charles.

Special Conditions:

- The site shall be inspected by the St. Charles Fire Department prior to the display.
- Notification of all neighbors within 1000 feet of display site is required.
- A copy of the permit shall be kept at display site at all times.

This permit is valid only for the dates and times stated within, and is issued and accepted on condition that all Code provisions adopted shall be complied with.

This permit does not take the place of any other licenses or other permit that may be required and is not transferable.

THIS PERMIT MUST BE POSTED AT THE DISPLAY SITE AT ALL TIMES


Issued By: Deputy Chief Tony Cavallo
St. Charles Fire Department

A. Cavallo

6/15/23

Date



Instructions for Outdoor Pyrotechnic Displays

1. The applicant shall submit a written application for a permit at least 60 days in advance of the date of the pyrotechnic display.
2. A pyrotechnic distributor, licensed by the Office of the State Fire Marshal, shall provide the pyrotechnic display service. A lead pyrotechnic operator, licensed by the Office of the State Fire Marshal, shall conduct the display.
3. The applicant shall provide proof of liability insurance, naming the City of St. Charles as an additional insured in a sum not less than \$1,000,000 with an insurance company authorized to do business in Illinois.
4. The applicant is required to post a bond in the sum of \$1000.00, conditioned upon compliance with all State and local regulations.
5. The St. Charles Fire Department shall inspect the display site. The site and display shall be in full compliance with the NFPA standards adopted and amended by the OSFM Rules, Part 235, for the type of Pyrotechnic Display to be performed. As well as any codes & ordinances adopted by the City of St. Charles.
6. All public displays shall be under the supervision of a competent person, and shall be superintended by the Chief of the St. Charles Fire Department or some other member of the fire department to this duty by him.
7. The lead operator must be in possession of, and be able to produce, his/her license upon request at all times during the delivery, setup, and performance of the display.
8. Provide photo identification for lead operator and assistants.
9. Provide a site map. Map shall include: Display site, location of fireworks storage area, fall-out area, North arrow, location of roadways including access points. Location of emergency vehicle staging area.
10. Provide copy of pyrotechnic distributor license.
11. Provide copy of the lead pyrotechnic operators license.
12. Notify all property owners within 1000 feet of the display site, and provide list of owners notified along with the method of notification.
13. The Chief of the St. Charles Fire Department or his designee shall authorize the display permit.

- **Consumer fireworks displays and Indoor pyrotechnic displays are not included in this application packet.**

Application for Permit
Outdoor Pyrotechnic Displays

We hereby make application for a permit to conduct an Outdoor Pyrotechnic Display on the FOURTH day of JULY, 2023.

Date of display: TUES. 07/04/23

Set-up start time: 10am

Display start time: 9:30pm

Maximum Aerial Shell Size: 6 inch diameter

Number of Devices: _____

The Outdoor Pyrotechnic Display is to be held at LANGUM PARK.

Address: 7th AVENUE & MADISON AVENUE

1100 RIVERSIDE ST. CHARLES ILLINOIS

Name of licensed pyrotechnic distributor:

MIAND INC. dba PLANET PRODUCTIONS
MAD BOMBER FIREWORKS License # IL06-OP-00029

Name of Lead Pyrotechnic Operator:

DON MILLER License # IL-06-0--00029-00285

Signature of Applicant:  Date: 06/13/23

Title: LEAD PYROTECHNIC OPERATOR

PROPOSAL FORM
ST. CHARLES PARK DISTRICT
4th OF JULY FIREWORKS DISPLAY
BUDGET AMOUNT: \$40,800

Please indicate the total number of shells in each size category indicated below:

	<u>NO. OF SHELLS</u>
2 INCH	<u>960</u>
2.5 INCH	<u>1840</u>
3 INCH	<u>1080</u>
4 INCH	<u>300</u>
5 INCH	<u>248</u>
6 INCH	<u>154</u>
OTHER (Please specify size category)	<u>4200 x 1.15"</u>
OTHER (Please specify size category)	<u> </u>
SPECIAL EFFECTS	<u>(4200)</u>
TOTAL SHELL	<u>8782</u>

Please indicate how the total number of shells (listed above) will be displayed in each of the categories indicated below:

	<u>NO. OF SHELLS</u>
OPENING BARRAGE	<u>656</u>
MAIN SHOW	<u>5638</u>
GRAND FINALE	<u>2488</u>
TOTAL SHELLS	<u>8782</u>



Data Source:
City of St. Charles, Illinois
Kane County, Illinois
DuPage County, Illinois
Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983
Printed on: June 3, 2023 08:45 AM



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Prepared by Precision GIS



Data Source:
 City of St. Charles, Illinois
 Kane County, Illinois
 DuPage County, Illinois
 Projection: Transverse Mercator
 Coordinate System: Illinois State Plane East
 North American Datum 1983
 Printed on: June 7, 2023 02:05 PM



0 163 326 Feet

2023 Fireworks Launch

This work was created for planning purposes only and is provided as is without warranty of any kind, either expressed or implied. The information represented may contain proprietary and confidential property of the City of St. Charles, Illinois. Under United States Copyright protection laws you may not use, reproduce or distribute any part of this document without prior written permission. To obtain written permission, please contact the City of St. Charles at Two East Main Street, St. Charles, IL 60174.

ST. CHARLES PARK DISTRICT FOURTH OF JULY FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into as of the date that the last party signs below, by and between the St. Charles Park District Board of Commissioners, Kane and DuPage Counties, Illinois (hereinafter referred to as "Board") and Mad Bomber Fireworks Productions (hereinafter referred to as "Company").

WITNESSETH:

WHEREAS, the Board and Company desire to provide a safe and enjoyable fireworks display for the residents of the Park District on July 4, 2023; and

WHEREAS, the Company has submitted a written fireworks proposal to the Board in accordance with all Board requirements for such proposal; and

WHEREAS, the Company agrees to furnish a fireworks display from Langum Park at Route 25, St. Charles, Illinois, or another appropriate location to be designated by the Board (hereinafter referred to as the "Premises") for the residents of the Park District on July 4, 2023 or other specified date; and

WHEREAS, the Company agrees to furnish such a fireworks display in accordance with all applicable federal, state, and local law and regulations; and

WHEREAS, the Company agrees to satisfy all of the Board's conditions for such fireworks display as set forth herein;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements hereinafter set forth, the Board and the Company hereby agree as follows:

1. **Fireworks:** The Company shall provide a fireworks display on July 4, 2023 in accordance with the proposal attached hereto and made a part hereof as Exhibit A and the Board's Request for Proposals, at a cost of no more than \$40,800.

2. **Insurance:** The Company shall carry, during the life of the contract, the following insurance and shall provide to the Board evidence of such insurance:

a. Commercial General and Umbrella Liability Insurance

Company shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence, and specifically including liability arising out of pyrotechnic/fireworks displays. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from pyrotechnic/fireworks displays, premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Park District and its officers, Board Members, officials, employees, volunteers and agents shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of Company's insurance and shall not contribute with it.

Company shall also maintain umbrella liability insurance with a limit of not less than \$5,000,000, which shall follow the form of the Commercial General Liability in all respects.

b. Business Auto Liability Insurance

Company shall maintain business auto liability and commercial with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

c. Workers Compensation Insurance

Company shall maintain workers compensation and employers liability insurance. The employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Company waives all rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's activities.

d. Hold Harmless

The liability policy shall cover claims pursuant to the Company's indemnification obligations under this Contract.

e. General Insurance Provisions

1. Evidence of Insurance

Company shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above, at least thirty (30) days prior to each year's performance.

All certificates shall provide for 30 days written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested.

Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Company's obligation to maintain such insurance.

The Park District shall have the right, but not the obligation, of prohibiting Company from entering the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Park District.

Failure to maintain the required insurance may result in termination of this Contract at the Park District's option.

Company shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from AM. Best, that rating should be no less than A VII using the most recent edition of the AM. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

3. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Company may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, board members, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

4. Subcontractors

Company shall cause each subcontractor employed by Company to purchase and maintain insurance of the type specified above. When requested by the Park

District, Company shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

3. **Indemnification:** To the fullest extent permitted by law, the Company shall indemnify and hold harmless the Park District and its officers, Board Members, officials, employees, volunteers and agents from and against all liabilities, claims, damages, losses and expenses, including but not limited to legal fees (including attorney's and paralegals' fees and court costs), arising out of or resulting from the Company's breach of this agreement or the Company's activities, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, and (ii) is caused in whole or in part by any negligent or wrongful act or omission of the Company, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused in whole by any negligent act or omission of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.

4. **Independent Contractor:** The Company is an independent contractor and shall not be deemed to be the agent of the Park District. All employees, officers, volunteers and agents performing work hereunder for the Company shall be employees or agents of the Company and all work performed by such persons shall be under the control and supervision of the Company. The Park District shall at no time be legally responsible for any negligence on the part of the Company, its employees, officers, volunteers or agents, resulting in either personal or property damage to any individual, firm, or corporation.

5. **Other Work Requirements and Restrictions:**

- a. An experienced crew of pyrotechnic operators will be provided by the Company.
- b. Only authorized Company fireworks personnel will be permitted on Langum Park.
- c. The Company's crew will adhere to all applicable laws, rules, regulations, and Park District ordinances and regulations and will provide complete cooperation with the Park District staff and the City of St. Charles Fire and Police Departments.
- d. The Company shall be responsible for all set-up and firing of the fireworks. The Company representatives must arrive at Langum Park, Route 25, St. Charles, Illinois, no later than 10:00 a.m. on July 4th for set-up on the contract date.
- e. Firing of the display will commence at dark (approximately 9:30 p.m.) on the specified date.
- f. The Company shall provide shells to be fired during the day, and these shall not

be part of the specified shells for display.

- g.** The District reserves the right to have Park District staff verify shell count.
- h.** No alcoholic beverages will be allowed on Langum Park, before, during, or after the display.
- i.** All industry safety standards regarding storing, handling and firing of the display shall be adhered to at all times.
- j.** The Company shall be responsible for the clean-up of the firing site immediately after the completion of the fireworks display.

6. Inclement Weather Date: In case of inclement weather on the specified date: (July 4, 2023) the show will be rescheduled for the next available clear night subject to approval by the Board. The fee for the inclement weather date is included in the contract price.

7. Payment: Full payment will be made after the second Board of Commissioners' Meeting in July of each year, provided that all terms of the Agreement are met. The Company shall pay all shipping costs.

8. Emergency Contact: The Company must provide the Park District with emergency contacts at least two (2) weeks prior to the fireworks display.

9. Subcontracting: The Company shall not delegate, assign, or subcontract the performance of any obligation hereunder to any third party without the prior written consent of the Park District.

10. Option to Renew: The Board, at its discretion, shall have the option to renew this Agreement with the Company subject to the same covenants and conditions contained herein for up to two additional contract years. If the Board's Fourth of July fireworks display is cancelled due to COVID-19 or other causes beyond the Board's control, the Board shall not be obligated to pay Company for the cancelled fireworks display and the Board's option to renew shall extend for each year that the display is cancelled.

11. Termination: If the Board, is dissatisfied for any reason with the Company's Fourth of July Fireworks performance, the Board shall have the right to terminate this Agreement immediately, in its sole discretion.

12. Complete Understanding: This Agreement sets forth all of the promises, agreements, conditions, and understandings between the parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the parties. This

Agreement supersedes any existing agreement between the Parties concerning the subject matter hereof, which are hereby terminated by mutual agreement.

13. **Amendments:** No subsequent alteration, amendment, change, addition, deletion, or modification to this Agreement shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of the parties

14. **Jurisdiction:** The terms of this Agreement are governed by the laws of the State of Illinois. Venue for any disputes arising out of this Agreement shall be in the Illinois Circuit Court located in Kane County, Illinois.

15. **Licensure and Qualifications:** Company represents and warrants that it qualified to provide fireworks display and that it possesses all required licenses and permits to perform the services hereunder.

16. **License Agreement with City of St. Charles:** Company will comply with all requirements of "Contractor" as outlined in the Board's agreement with the City of St. Charles, as provided in Exhibit B hereto, which is incorporated herein by reference.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year written below.

BOARD OF
COMMISSIONERS ST.
CHARLES PARK DISTRICT
KANE AND DUPAGE
COUNTIES, ILLINOIS

MAD BOMBER
FIREWORKS PRODUCTIONS

By: _____ By: President _____

ATTEST: _____ Title: _____
Secretary

DATE: _____ DATE: _____

**EXHIBIT A
PROPOSAL**

[begins on the following page]

**EXHIBIT B
LICENSE AGREEMENT WITH CITY OF ST. CHARLES**

[begins on the following page]

1180142_2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/8/2023

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

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

PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 8th Street Cleveland OH 44114		CONTACT NAME PHONE (A/C No. Ext): 216-658-7100 FAX (A/C No.): 216-658-7101 E-MAIL Address: info@brittongallagher.com	
INSURED Mad Bomber Fireworks Planet Productions 3889 E. Hupp Rd, Building R-3-1 La Porte IN 46350 #23-0040		INSURER(S) AFFORDING COVERAGE INSURER A: Everest Indemnity Insurance Co. NAIC # 10851 INSURER B: Everest Denali Insurance Company 18044 INSURER C: Liberty Mutual Insurance Co INSURER D: Liberty Mutual Insurance Co 25035 INSURER E: Axis Surplus Ins Company 28620 INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 63389127

REVISION NUMBER:

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

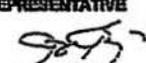
INBR LTR	TYPE OF INSURANCE	ADDL SUBRS (INSR / WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	S88GL01460-231	2/4/2023	2/4/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		S88CA00168-231	2/4/2023	2/4/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
E	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		P-001-000243093-03	2/4/2023	2/4/2024	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
C D D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in IN) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WCB389-714664-012 WCS-345-524913-021 WCS-345-311836-032	2/4/2023 2/4/2023 2/4/2023	2/4/2024 2/4/2024 2/4/2024	<input checked="" type="checkbox"/> WC STATU-TORIAL LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Excess Liability #2		S88EX01319-231	2/4/2023	2/4/2024	Each Coel Aggregate \$5,000,000 Total Limits \$10,000,000

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

CITY OF ST. CHARLES ILLINOIS
 ST. CHARLES PARK DISTRICT
 ST. CHARLES FIRE DEPARTMENT

CERTIFICATE HOLDER**CANCELLATION**

ST. CHARLES PARK DISTRICT 8 NORTH AVENUE ST. CHARLES IL 60174 c/o MIKE KIES	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Illinois Office of the State Fire Marshal
Division of Fire Prevention

**THIS IS TO CERTIFY THAT
DONALD MILLER**

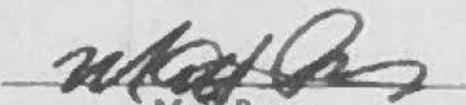
Pyrotechnic Operator License

Has completed all the requirements under the
Pyrotechnic Distributor and Operator Act 225
ILCS 227 and is employed by

**PLANET PRODUCTIONS/MAD BO
d/b/a:**

License #

IL06-O-00029-00285



Matt Perez

STATE FIRE MARSHAL

LEAD PYROTECHNIC OPERATOR/

CELL PHONE [REDACTED]

OSFM REGISTERED PYROTECHNIC ASSISTANT

DANNY KENNEY



STATE OF ILLINOIS
OFFICE OF THE STATE FIRE MARSHAL
DIVISION OF FIRE PREVENTION



1035 Stevenson Drive • Springfield, IL 62703-4259

Pyrotechnic Distributor License

PLANET PRODUCTIONS/MAD BOMBER FIREWORKS
3999 E HUPP RD BLDG R-3-1
LA PORTE, IN 46350

IL06-OPF-00029

License #

Matt Perez

STATE FIRE MARSHAL

05/15/2024

EXPIRATION DATE

OPF

CLASSIFICATION

This license may be revoked by the Office of the State Fire Marshal for failure to comply with the lawful rules regulating this program.

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (21 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, with the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 21 CFR 555.53. See "WARNINGS" and "NOTICES" on reverse.**

Direct ATF
Correspondence To
ATF - Chief, FIDC
244 Needy Road
Martinsburg, WV 25406-9431

Chief Federal Explosives Licensing Center (FELC)

Name
M. West

PLANET PRODMAD BOMB FWNKSNIGHT MAG DISP/SKY MAJ

Premises Address (Change? Notify the FIDC in 10 days before change.)
3999 E HUPP RD MIDWEST WAREHOUSING BLDG R-9-1
LA PORTE, IN 46350

Type of License or Permit

51-IMPORTER OF EXPLOSIVES

Purchasing Certifications/Specified

The licensee or permittee must always have on hand a copy of this license or permit to assist a transferee or explosives to verify the identity and the licensing status of the licensee or permittee as provided by 27 CFR Part 555. The licensee or permittee must have an original document. A bond, stamped or e-certified copy of this license or permit with a signature intended to be an original signature is acceptable. The registrant must have a true copy of a license or permit issued to the licensee or permittee under this license or permit in the business or operations specified above under "Type of License or Permit."

Licensee/Permittee Responsible Person Signature
Specimen

Position Title

Printed Name

Date

Previous Edition to Obsolete

Mailing Address (Change? Notify the FIDC of any change.)

MEAND INC
PLANET PRODMAD BOMB FWNKSNIGHT MAG
DISP/SKY MAJ
3999 E HUPP RD MIDWEST WAREHOUSING BLDG
R-9-1
LA PORTE, IN 46350

License/Permit Number	Expiration Date
4-IN-091-51-3L-00872	November 1, 2023



**Illinois
Department of
Natural Resources**

Office of Mines and Minerals
Oper #: 8856
PLANET PRODUCTIONS
3838 E. HUPP ROAD
BUILDING R-3-1
LA PORTE, IN 46350

HAS PAID THE REQUIRED FEE AND IS HEREBY ISSUED A

STORAGE CERTIFICATE

Not exceeding 10,000 pounds/count of explosives

Under the "Illinois Explosives Act"
Approved January 1, 2011

Effective Date: 3/1/2023

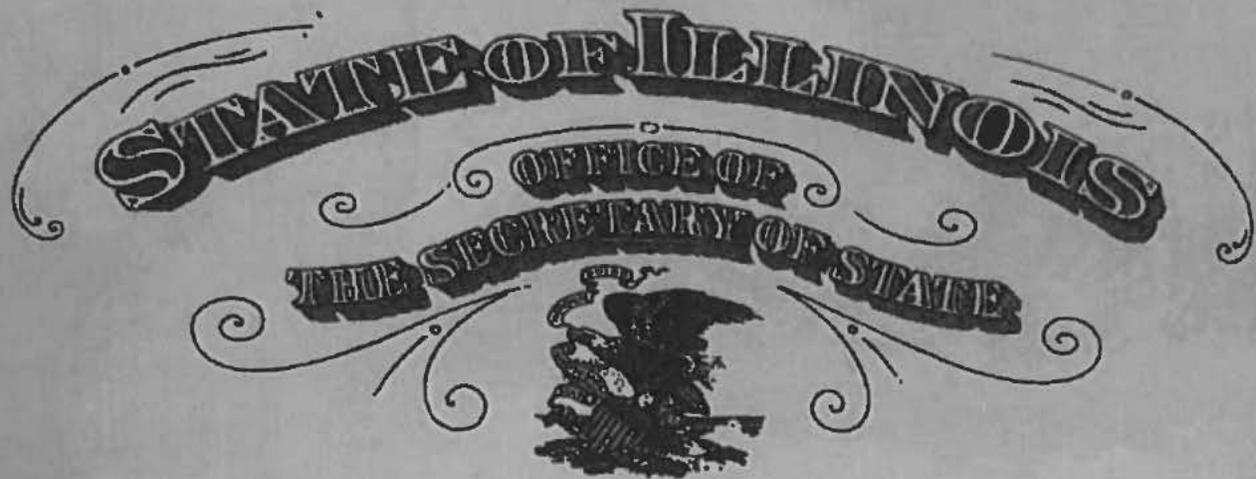
Certificate No.: 8856

Expires: Last day of February, 2024

**Office of Mines
and Minerals**

File Number

7153-650-5



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulas, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

MIAND, INC., INCORPORATED IN INDIANA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JANUARY 31, 2018, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 13TH day of FEBRUARY A.D. 2023 .



Authentication #: 2304402320 verifiable until 02/13/2024

Authenticate at: <https://www.ilsos.gov>

A handwritten signature in black ink, appearing to read "Alexi Giannoulas".

SECRETARY OF STATE

MINUTES
THE CITY OF ST. CHARLES
GOVERNMENT OPERATIONS COMMITTEE
ALD. STEVE WEBER, CHAIR
MONDAY, JUNE 5, 2023

1. Call to Order

Chairman Weber called the meeting to order at 7:12 pm.

2. Roll Call

Present: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Bancroft,
Ald. Pietryla, Ald. Wirball, Ald. Bessner

Absent: Ald. Lencioni

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.

Motion by Ald. Wirball, second by Ald. Pietryla to approve the Omnibus item.

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

5. Finance Department

a. **Recommendation to Approve a Resolution for the Visitors Cultural Commission Funding Allocations for FY 23-24 and the Related Funding Agreements.**

Bill Hannah reminded the Committee that the City budgeted \$90,000 for fiscal year, using Hotel/Motel tax revenue, towards the funding of St. Charles based non-profit organizations promoting arts and cultural events. Funding recommendations are made by the Visitors Cultural Commission. The Commission received nine applications for funding.

Dr. Anne Becker spoke to the Committee about some of the organizations which are recommended to receive funding. Lynn Caldwell spoke about the Fine Line Creative Arts Center.

For several years the City has maintained a funding allocation level of \$90,000.

It was asked why Steel Beam did not apply for funding this year, and it was not clear the details behind that decision.

Motion by Ald. Bancroft, second by Ald. Wirball to recommend approval of a Resolution for the Visitors Cultural Commission Funding Allocations for FY 23-24 and the Related Funding Agreements.

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

*b. Budget Revisions May 2023.

Motion by Ald. Wirball, second by Ald. Pietryla to recommend approval of Budget Revisions May 2023.

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

6. Community Development Department

a. Recommendation to Approve and Execute a Resolution for a License Agreement with CIBC Bank USA.

Derek Conley explained that the construction and operation of a drive through facility for CIBC Bank was permitted downtown through an agreement approved approximately 20 years ago. That agreement has reached the end of its term, and a new agreement is needed to allow the bank to continue the placement of its structure. The new agreement is for a four-year period.

The Committee discussed the term of the agreement, the provision for rate changes, cancellation notice timeframe, and the viability of a drive through teller.

Motion by Ald. Pietryla, second by Ald. Wirball to recommend to Approve and Execute a Resolution for a License Agreement with CIBC Bank USA.

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

7. Public Comment - None

8. Additional Items from Mayor, Council or Staff - None

9. Adjournment

Motion by Ald. Wirball, second by Ald. Bessner to adjourn the meeting at 7:24 pm.

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

:sb

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: IIIC9
	Title:	Motion to approve A Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to Execute an Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements (300 S. 2nd St. & First Street Redevelopment Lots 6 & 14).	
	Presenter:	Derek Conley	
Meeting: City Council		Date: June 19, 2023	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: TIF 7 - Central Downtown (VOTING RESTRICTION) TIF 4 - First Street (VOTING RESTRICTION)			
Executive Summary (if not budgeted, please explain):			
<p>On the June 12, 2023, the Planning and Development Committee recommended approval of a proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements that includes Easement Property known as First Street Redevelopment Lot 6 and 14.</p> <p>In accordance with the requirements of the state TIF statute, the City published a noticed regarding the intent to enter the Amended and Restated Declaration and provided the opportunity for alternate proposals for the Easement Property to be submitted before 10:00 am on June 16, 2023.</p> <p>No alternate proposals were received before the submission deadline.</p>			
Attachments (please list):			
Amended and Restated Declaration			
Recommendation/Suggested Action (briefly explain):			
Motion to approve A Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to Execute an Amended and Restate Declaration of Covenants, Conditions, Restrictions and Easements (300 S. 2nd St. & First Street Redevelopment Lots 6 & 14).			

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

**A Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to
Execute an Amended and Restated Declaration of Covenants, Conditions,
Restrictions and Easements
(300 S. 2nd St. & First Street Redevelopment Lots 6 & 14)**

**Presented & Passed by the
City Council on June 19, 2023**

WHEREAS, SDGFTU300, LLC, an Illinois limited liability company, desires to enter into an Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements (“Amended Declaration”) with the City of St. Charles, Kane and DuPage Counties, Illinois (the “City”) which will involve the granting of easements, transfer of control of and/or disposition of certain real property, currently owned or controlled by the City, known as First Street Redevelopment Lots 6 and 14 (“Easement Property”), located within the Central Downtown Redevelopment Area Tax Increment Financing District; and

WHEREAS, on June 2, 2023, notice was published providing an invitation to all interested parties to submit alternate proposals to the City on or before 10:00 am., June 16, 2023, for the disposition of the City-owned Easement Property within the Redevelopment Areas that is subject to the Amended Declaration; and

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

WHEREAS, no alternate proposals were submitted to the City; and

WHEREAS, the Corporate Authorities of the City find it is in the best interests of the City to enter into the Amended and Restated Declaration.

NOW THEREFORE 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 Amended Declaration, 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 19th day of June, 2023.

Passed by the City Council of the City of St. Charles, Illinois this 19th day of June 19th, 2023.

Approved by the Mayor of the City of St. Charles, Illinois this 19th day of June 19th, 2023.

Mayor Lora Vitek

ATTEST: _____

City Clerk

COUNCIL VOTE:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

Revised: May 18, 2023

Prepared by, and after recording

return to:

The Hull Law Group LLC
444 North Michigan Avenue, Suite 3450
Chicago, IL 60611

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (this “*Agreement*”) is made and entered into as of this ____ day of _____, 2023, by and between **SDGFTU 300 LLC, an Illinois limited liability company (“Grocery Parcel Owner”)**, and the **CITY OF ST. CHARLES, St. Charles, Illinois (“City”)**. Grocery Parcel Owner and City are sometimes referred to herein collectively as the “*Parties*” and, individually, as a “*Party*.”

W I T N E S S E T H:

WHEREAS, City, The Lencioni Family Partnership LLC, an Illinois limited liability company, the predecessor in title to Grocery Parcel Owner, and First Street Development LLC, an Illinois limited liability company (defined as “Developer” in the Original Declaration, as defined below), established certain reciprocal rights and easements for, among other things, the joint use of walking, driving and parking areas on portions of Building 6, Blue Goose, and City Lot (each as defined in the Original Declaration), including joint rights of access, ingress and egress, and other rights by and through that certain Declaration of Covenants, Conditions, Restrictions and Easements dated March 20, 2007, recorded with the Kane County Recorder of Deeds on March 29, 2007, as Document No. 2007K035552 (the “*Original Declaration*”).

WHEREAS, City is the owner in fee simple of that certain parcel of real property located in City of St. Charles, Kane County, Illinois, legally described on **Exhibit A** attached hereto and by this reference made a part hereof (said Parcel is hereinafter referred to as “*City Lot A*”). (For point of reference only, City Lot A was referred to in the Original Declaration as “Building 6”).

WHEREAS, City is the owner in fee simple of that certain parcel of real property located in City of St. Charles, Kane County, Illinois, legally described on **Exhibit B** attached hereto and by this reference made a part hereof (said Parcel is hereinafter referred to as “*City Lot B*”) (For point of reference only, City Lot B was referred to in the Original Declaration as the “City Lot”).

WHEREAS, City Lot A and City Lot B are sometimes referred to herein collectively as the “*City Lots*”).

WHEREAS, Grocery Parcel Owner is the owner in fee simple of those certain parcels of real property and improvements thereon located in the City of St. Charles, Kane County, Illinois, legally described on **Exhibit C** attached hereto and by this reference made a part hereof (said parcels are hereinafter referred to collectively as the “*Grocery Parcel*” and the building located thereon is hereinafter referred to as the “*Building*”) (For point of reference only, a portion of the Grocery Parcel was referred to in the Original Declaration as “Blue Goose”).

WHEREAS, City Lot A, City Lot B and the Grocery Parcel are collectively referred to herein as the “*Parcels*” and individually as a “*Parcel*”, as applicable, and are depicted on the site plan attached hereto as **Exhibit D** (the “*Site Plan*”).

WHEREAS, the parking lots located on City Lot A, City Lot B, and the Grocery Parcel are sometimes collectively referred to herein as the “*Parking Lots*”. The areas shown on the Site Plan as “*Exclusive Parking Area A*”, “*Exclusive Parking Area B*”, “*Public Parking Area A*”, and “*Public Parking Area B*” are defined herein as such areas.

WHEREAS, Grocery Parcel Owner and City (and their respective successors in title to the Grocery Parcel and the City Lots, respectively, are collectively referred to herein as the “*Owners*” and individually as an “*Owner*”, as applicable.

WHEREAS, Developer is no longer a party to the Original Declaration, as evidenced by the Mutual Release, Waiver and Termination Agreement by and between City and Developer dated March 5, 2015.

WHEREAS, because the initial proposed development and ownership of the Parcels as contemplated by the Original Declaration changed after the recording of the Original Declaration, Grocery Parcel Owner and City desire to amend and restate the Declaration in its entirety to amend and further establish certain reciprocal rights and easements for, among other things, the joint use of walking, driving and parking areas on portions of Grocery Parcel and City Lot A and City Lot B for the mutual and reciprocal benefit of the Parcels and the present and future Owners, mortgagees, tenants and occupants of the Parcels or any part thereof, on the terms and conditions set forth below.

WHEREAS, Grocery Parcel Owner has entered into a lease (the “*Grocery Parcel Lease*”) for the Grocery Parcel for operation of a grocery store by [INSERT TENANT NAME] (“*Grocery Parcel Tenant*”) within the Building.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration paid by each to the other, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Recitals.** The Recitals herein contained are true and correct as of the date hereof and are incorporated herein.

2. **Amendment and Restatement of the Original Declaration.** The Original Declaration is hereby rendered null and void and is hereby replaced with this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements, as more fully set forth below.

3. **Grant of Easements.**

a. **Ingress, Egress, Utility and Drainage Easements: City to Grocery Parcel Owner.** City does hereby establish, give, grant, and convey to Grocery Parcel Owner and its successors, successors-in-title, and assigns, for use by them and their respective tenants, sub-tenants, licensees, assignees, customers, employees, and invitees and burdening the City Lots, a perpetual, non-exclusive easement appurtenant to the Grocery Parcel for (i) the purpose of vehicular ingress and egress to and from the Grocery Parcel and the City Lots over the entrances and drive lanes in the City Lots to and from existing South First Street, existing Illinois Street and from existing South Second Street (Illinois Route 31),

and (ii) the purpose of walking upon and driving vehicles upon and across all those sidewalks, entrances, drive lanes, and parking areas in the City Lots which are now or may hereafter from time to time be used for pedestrian and vehicular traffic, and (iii) the purpose of drainage of surface water over, across, and under the City Lots, and (iv) the purpose of installation, maintenance, and repair of underground utilities serving any portion of the Grocery Parcel.

b. Ingress, Egress, Utility and Drainage Easements: Grocery Parcel Owner to City. Grocery Parcel Owner does hereby establish, give, grant, and convey to City, as Owner of the City Lots, and its successors, successors-in-title, and assigns, for use by City and its tenants, customers, employees, and invitees, a perpetual non-exclusive easement appurtenant to the City Lots for (i) the purpose of pedestrian and vehicular ingress and egress to and from the City Lots over the entrances and drive lanes in the Grocery Parcel to and from existing South First Street and existing South Second Street (Illinois Route 31), and (ii) the purpose of walking upon and driving vehicles upon and across all those sidewalks, entrances, drive lanes, and parking areas in the Grocery Parcel which are now or may hereafter from time to time be used for pedestrian and vehicular traffic, and (iii) the purpose of drainage of surface water over, across, and under the Grocery Parcel, and (iv) the purpose of installation, maintenance, and repair of underground utilities serving any portion of the City Lots over and across those portions of the Grocery Parcel upon which no buildings have been constructed.

c. Grocery Parcel Owner and Grocery Parcel Tenant Parking Easements – Exclusive Parking Area A. The provisions of this Paragraph 3.c. shall apply only so long as the Grocery Parcel Lease is in full force and effect. Subject further to Paragraph 3.g. below, City does hereby establish, give, grant and convey to Grocery Parcel Owner and its respective successors and successors-in-title, for use by Grocery Parcel Tenant and its assignees, subtenants, licensees, customers, employees, and invitees, a perpetual (subject to Paragraph 3.g. below), exclusive easement appurtenant to the Grocery Parcel and burdening those portions of City Lot A and City Lot B designated on the Site Plan as Exclusive Parking Area A, comprised of sixty-eight (68) parking spaces, for the following purposes:

i. Grocery Parcel Owner and Grocery Parcel Tenant (and their respective assignees, subtenants, licensees, customers, employees and invitees) may use Exclusive Parking Area A for parking full-size and compact vehicles during normal business hours (overnight parking in Exclusive Parking Area A shall be prohibited except for parking therein by employees of Grocery Parcel Tenant who are working in the Building at night). Exclusive Parking Area A shall be reserved for the exclusive use of Grocery Parcel Tenant and its assignees, subtenants, licensees, customers, employees, and invitees.

ii. Grocery Parcel Owner and Grocery Parcel Tenant (and their respective assignees, subtenants, and licensees) may, in that portion of Exclusive Parking Area A located on City Lot B, (A) install (1) signage designating certain short term parking spaces (including signage painted on the surface of the short term parking spaces), (2) way-finding signage providing directions to the short term parking spaces, and (3) equipment (such as cameras, sensors, canopies and touchscreens) for security and pickup and delivery purposes, and (B) designate

parking spaces in reasonable proximity to the short term parking spaces as storage and equipment areas to facilitate customer pickups from the short term parking spaces. Grocery Parcel Owner shall be responsible for maintaining, repairing and replacing any improvements located in that portion of Exclusive Parking Area A located on City Lot B that are installed by Grocery Parcel Owner or Grocery Parcel Tenant (or their respective assignees, subtenants, and licensees) pursuant to this Paragraph 3.c.ii.

iii. Grocery Parcel Owner and Grocery Parcel Tenant (and their respective assignees, subtenants, and licensees) may install and maintain in Exclusive Parking Area A (A) a shopping cart corral system, (B) storage containers, and (C) subject to applicable laws, minor equipment (including, without limitation, magnetic strips placed in such locations within Exclusive Parking Area A selected by Grocery Parcel Owner or Grocery Parcel Tenant, or their respective assignees, subtenants, and licensees) to help prevent cart theft. Subject to applicable laws, Grocery Parcel Owner and Grocery Parcel Tenant (and their respective assignees, subtenants, and licensees) shall also be allowed to store carts outside of the Building in an area within Exclusive Parking Area A designated by Grocery Parcel Owner or Grocery Parcel Tenant (or their respective assignees, subtenants, and licensees). At such time as the Grocery Parcel Lease is no long in full force and effect, such cart corral system shall be immediately removed by Grocery Parcel Owner or Grocery Parcel Tenant, and those areas of the Exclusive Parking Area A containing a shopping cart corral system shall be restored to their original condition.

iv. Subject to applicable laws, Grocery Parcel Owner and Grocery Parcel Tenant (and their respective assignees, subtenants, and licensees) may designate certain parking spaces within that portion of Exclusive Parking Area A located on City Lot A as “Car and Van Pool Parking” reserved parking for vehicles participating in car and van pooling. All spaces in this subparagraph shall be a minimum of 9’ x 18’.

v. Subject to applicable laws, Grocery Parcel Owner and Grocery Parcel Tenant (and their respective assignees, subtenants, and licensees) may temporarily restrict parking in and use portions of Exclusive Parking Area A for charitable events and/or other festivals and events (such as, without limitation, health fairs and customer appreciation events) sponsored by Grocery Parcel Owner or Grocery Parcel Tenant (or their respective assignees, subtenants, and licensees). Grocery Parcel Owner or Grocery Parcel Tenant (or their respective assignees, subtenants, and licensees) shall be required to obtain all permits required by applicable law for any such events.

d. Grocery Parcel Owner Parking Easement – Exclusive Parking Area B. The provisions of this Paragraph 3.d. shall apply only once the Grocery Parcel Lease is no longer in full force and effect. City does hereby establish, give, grant and convey to Grocery Parcel Owner and its successors and successors-in-title, tenants, licensees, customers, employees and invitees, a perpetual, non-exclusive easement appurtenant to the Grocery Parcel and burdening Exclusive Parking Area B, comprised of forty-six (46) spaces, as shown on the Site Plan, for the purpose of parking full-size vehicles during normal business

hours and to limit the time period for parking in the Exclusive Parking Area B, but which shall not allow any overnight parking.

e. Parking Easement – Public Parking Area A. City does hereby establish, give, grant and convey to Grocery Parcel Owner and Grocery Parcel Tenant (and their respective assignees, subtenants, licensees, customers, employees and invitees) a perpetual, non-exclusive easement appurtenant to the Grocery Parcel and burdening that portion of City Lot A designated on the Site Plan as Public Parking Area A for the purpose of parking thirty (30) full size and compact vehicles during normal business hours (overnight parking in Public Parking Area A shall be prohibited). Public Parking Area A shall not be exclusively for the use of Grocery Parcel Owner or Grocery Parcel Tenant (or their respective assignees, subtenants, licensees, customers, employees and invitees), but shall instead be shared with the general public. However, Grocery Parcel Owner or Grocery Parcel Tenant (or their respective assignees, subtenants, and licensees) may limit the time period for parking in the Public Parking Area A to not less than two (2) hours. Subject to and without interfering with the access easements and other rights granted herein, City shall have the right to use all of the Public Parking Area A for public parking and access purposes. Said right shall include, but not be limited to, the ability to provide parking on a public, no fee basis, and to otherwise designate and control the Public Parking Area A parking spaces under such terms and conditions as City shall solely determine, but in no way to otherwise interfere with the easement rights granted hereby.

f. Signage; Towing and Enforcement. While the easements granted herein with respect to Exclusive Parking Area A and Public Parking Area A are in effect, Grocery Parcel Owner and Grocery Parcel Tenant (and their respective assignees, subtenants, and licensees) shall have the right (A) to install within Exclusive Parking Area A and Public Parking Area A signage indicating the parking restrictions in Exclusive Parking Area A and Public Parking Area A that are permitted hereby, and (B) subject to applicable laws, to enforce such parking restrictions, including the right to have violating cars towed. Grocery Parcel Owner shall be responsible for maintaining, repairing and replacing any such signage. At such time as the easements granted herein with respect to Exclusive Parking Area A and Public Parking Area A are no longer in effect, such signs shall be immediately removed by Grocery Parcel Owner.

g. Exclusive Parking Area A Easements Termination. Upon the cessation of any operations by Grocery Property Owner or any of its tenants or other parties in possession of the Property (but, for clarification purposes, not the termination of the Grocery Parcel Lease)(the “Dark Period”), the Exclusive Parking Area A Easement rights and obligations in Section 3.c above shall be suspended and any and all such spaces in Exclusive Parking Area A, during such Dark Period, shall be deemed part and an extension of and utilized as additional Public Parking Area B. At such time as the Grocery Parcel Lease is no long in full force and effect, the Exclusive Parking Area A easement rights and obligations set forth herein shall immediately terminate, and (1) any and all parking spaces in Exclusive Parking Area A shall thereupon be deemed part and an extension of and utilized as additional Public Parking Area B, and (2) Public Parking Area A shall be replaced with Public Parking Area B.

4. Prohibition of Additional Improvements. Other than signage, equipment, storage areas, lighting, landscaping, parking aisle barriers, and other improvements allowed by

this Agreement, no other permanent structures shall be erected or maintained by the Owner of any of the Parcels in the Parking Areas which would obstruct the visibility or access of any of the Parcels from existing South First Street, from existing South Second Street (Illinois Route 31), and existing Illinois Street. In addition, no party hereto shall, at any time prior to the termination of the easements herein granted, and except as otherwise is permitted hereby, erect or construct, or cause to be erected or constructed, any fence, wall, curb, or other barrier between Grocery Parcel and City Lots which in any manner interferes with or restricts the full and complete use and enjoyment by any party of the easements herein granted.

5. Maintenance, Repair and Replacement of Parking Areas. The driveways, pavement, signage and lighting located on the Grocery Parcel, the Exclusive Parking Areas and the Public Parking Areas shall be maintained in good order and repair by Grocery Parcel Owner at all times during the term of this Agreement. All such work shall be done promptly and in a good and workmanlike manner. Any portion of the Parcels which are affected by such installation, maintenance, repair or replacement shall be restored to substantially the same condition as existed prior to such work. Said responsibilities of Grocery Parcel Owner shall include, without limitation, restriping, repaving, resealing, and the prompt removal of all paper, debris and refuse. Grocery Parcel Owner shall keep the Grocery Parcel, the Exclusive Parking Areas and the Public Parking Areas lighted and maintained. Grocery Parcel Owner shall also have the responsibility to remove snow and ice from the Grocery Parcel, the Exclusive Parking Areas and the Public Parking Areas. Grocery Parcel Owner may delegate the responsibilities under this Paragraph 5; provided, however, Grocery Parcel Owner shall remain ultimately responsible for such obligations.

6. Maintenance, Repair and Replacement of Utilities and Improvements. Grocery Parcel Owner shall be responsible for the installation, maintenance, repair and replacement of utilities serving the improvements permitted upon the Exclusive Parking Areas and Public Parking Areas as permitted by this Agreement and shall insure that such installations, maintenance, or repair is undertaken in a manner so as to minimize the effect on ease of access on the Parcels by persons entitled to such access. All such work shall be done promptly and in a good and workmanlike manner. Any portion of the Parcels which are affected by such installation, maintenance, repair or replacement shall be restored to the same condition as existed prior to such work. Grocery Parcel Owner shall also be responsible for (a) the maintenance of all visible exterior surfaces of all buildings and other improvements, (b) the prompt removal of all paper, debris and refuse from all areas of the Grocery Parcel, the Exclusive Parking Areas and the Public Parking Areas, (c) the operation, maintenance, repair, replacement, cleaning and relamping of all signs and lighting fixtures, and (d) the mowing, watering, fertilizing, weeding, replanting and replacing of all landscaping located within the Exclusive Parking Areas and the Public Parking Areas. Grocery Parcel Owner may delegate the responsibilities under this Paragraph 6; provided, however, Grocery Parcel Owner shall remain ultimately responsible for such obligations.

7. Taxes on City Lots. Except as may be provided by law, City shall not take any affirmative action to place City Lots on the real estate tax rolls with the County; provided, however, should the State of Illinois or Kane County levy real estate taxes upon the City Lots, Grocery Parcel Owner (as same may be delegated to Grocery Parcel Tenant or future tenant) shall be solely responsible for the real estate taxes, if any, that may become attributable to or levied upon City Lots.

8. Closing of Parking Areas; Condemnation Prohibition. All driveways and entranceways on the Exclusive Parking Areas and on the Grocery Parcel shall be maintained as

herein provided, subject to temporary closings or takings by governmental authorities. Notwithstanding the foregoing, City agrees it may not condemn the City Lots for so long as this Declaration is in full force and effect.

9. Casualty. In the event of damage or destruction of any improvements erected or placed on a City Lot, whether by fire or other casualty, Grocery Parcel Owner shall take such action as may be required under applicable municipal ordinances and other Laws with respect to any such damage or destruction. Grocery Parcel Owner shall also be obligated to promptly remove all debris resulting from such damage or destruction and take such action as is necessary to diligently return the damaged area of either City Lot to a visually acceptable, neat, safe condition, with any damaged improvements replaced.

10. Right of Entry. Upon ten (10) days prior written notice, except in the event of an emergency, the Parties hereby grant and convey to each other, their successors, successors-in-title, assigns, tenants, contractors, agents or licensees, at any time and from time to time during the term of this Agreement, the right, but not the obligation, to enter upon the other Party's Parcel for the purpose of constructing and installing thereon the driveways, sidewalks, and lighting as more particularly shown on the Site Plan, and maintaining the Parcels and such driveways, sidewalks, and lighting.

11. Successor Owners. Each Owner of a Parcel, by the acceptance of a deed of conveyance, whether or not such obligation be so expressed in any such deed of other conveyance for such Parcel, hereby covenants and agrees and shall be deemed to have covenanted and agreed to be bound by this Agreement and to pay all charges as they are levied pursuant to the provisions of this Agreement.

12. Conveyance to Trust. If title to a Parcel subject to any charge hereunder is conveyed to a title-holding trust under the terms of which all of the powers of management, operation and control of the trust remain vested in the trust beneficiary or beneficiaries, then the beneficiary or beneficiaries thereunder from time to time shall be responsible for the payment of all obligations, liens or indebtedness and for the performance of all agreement, covenants and undertakings chargeable or created for the purpose of the payment of the costs assessed against such Parcel. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation created hereunder and such trustee shall be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon such Parcel and the beneficiaries of such trust notwithstanding any transfer of the beneficial interest of any such trust or any transfer of title to such Parcel.

13. Successors and Assigns. The easements, restrictions, and agreements provided for herein (as such easements, restrictions and agreements may be limited by the terms hereof) shall be effective upon execution and recordation of this Agreement with the Kane County Recorder of Deeds,. The easements provided for herein shall run with the land and shall constitute a use for joint benefits to and burdens upon the Grocery Parcel and the City Lots, except as may be expressly provided herein to the contrary. The easements provided for herein shall inure to the benefit of and be binding upon the respective successors, successors-in-title, assigns, heirs, tenants, sub-tenants of each Party hereto and the customers, employees, licensees and invitees of such Parties, and shall remain in full force and effect and shall be unaffected by any change in ownership of Grocery Parcel or City Lots, or any of them, or by any change of use, demolition, reconstruction, expansion,

or other circumstances, except as specified herein. The agreement and undertakings by each Party hereto shall be enforceable by action for specific performance, it being agreed by all Parties hereto that an action for damages would not be an adequate remedy for a breach of this Agreement.

14. Rights Reserved. This Agreement is not intended to, and should not be construed to, dedicate the easement areas provided for herein to the general public, nor shall this instrument be construed to restrict the use and development of the Grocery Parcel and City Lots, except as stated herein. Without limiting the generality of the foregoing and subject to the terms, conditions and limitations contained herein, Grocery Parcel Owner shall have the right to expand, alter, modify, or demolish all or part of the Building or develop the Grocery Parcel in any manner it sees fit, subject to any and all laws, regulations and City codes, it being the intent of this instrument to grant joint easements over parking, driveways, entranceways, sidewalks, as provided herein without limiting the right of Grocery Parcel Owner to alter, demolish, or redevelop areas of its Parcel not otherwise affected by this Agreement, except as specified herein.

15. Estoppel Certificates. Upon the written request of the Owner of any Parcel, the then Owner of any other Parcel, or any portion thereof, shall execute and deliver, within ten (10) business days after receipt of such request, a certificate certifying that there are no known defaults on the part of any Party to this Agreement or, if there are such defaults, specifying the particulars of such defaults and the action required to remedy it and certifying that there are no setoffs or defenses to the enforcement of the terms of this Agreement, or if there are, specifying the particulars of such setoffs or defenses.

16. Recording of Agreement. This Agreement shall be recorded in the public records of County of Kane, State of Illinois and shall be prior in title to any deed or other conveyance which is now or may hereafter be placed upon any Parcel. Grocery Parcel Owner and its tenant may record a short form memorandum of lease upon the City Lots to memorialize the existence of any such lease.

17. Indemnification. Each Party hereto agrees to defend, indemnify and hold harmless each of the other Parties and their managers, members, employees, customers, guests and invitees, against all liabilities, damages, claims, costs and expenses for property damage, death personal injury or any other matter whatsoever (including reasonable attorney's fees and court costs at all trial and appellate levels), arising out of or in connection with the use of the respective easements or other rights created by this Agreement. Grocery Parcel and City each agrees to obtain and maintain commercial general liability insurance on the easements appurtenant to its Parcel as created by this Agreement naming City 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, City reserves the right to self-insure for the benefit of the Grocery Parcel and Grocery Parcel Owner to the extent as stated above.

18. 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, postage, 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 to Grocery Parcel Owner and City shall be sent to the person and address set forth below:

If to Grocery Parcel Owner: SDGFTU 300 LLC

Email: _____

If to 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 delivery.

19. 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 will 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 neuter 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. Further, so long as the Grocery Parcel Lease remains in full force and effect, neither this Agreement nor any provision hereof may be changed, waived, discharged, modified, or terminated without the prior written consent of Grocery Parcel Tenant (or its successor as tenant under the Grocery Parcel Lease).

f. This Agreement does not create an association, partnership, joint venture or a principal and agency relationship between the Parties.

g. The provisions of this Agreement shall run with the land and shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, successors, assigns, and the legal representatives of their estates and the easements, obligations and liabilities granted herein shall be perpetual to the extent permitted by applicable law and shall be a burden upon the Parcels in accordance with the provisions hereof.

h. 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.

20. Exhibits. The following exhibits are attached hereto and made a part hereof:

<u>Exhibit A</u>	City Lot A
<u>Exhibit B</u>	City Lot B
<u>Exhibit C</u>	Grocery Parcel
<u>Exhibit D</u>	Site Plan

[SIGNATURES AND NOTARY BLOCKS ON FOLLOWING TWO (2) PAGES]

IN WITNESS WHEREOF, the Parties hereto have executed this AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS as of the date first above written.

CITY:

City of St. Charles,
a municipal corporation

By: _____
Mayor

Attest:

Printed Name: _____

Printed Name: _____

GROCERY PARCEL OWNER:

SDGFTU 300, LLC,
an Illinois limited liability company

By: _____
Name: _____
Title: _____

Attest:

Printed Name: _____

Printed Name: _____

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, a Notary Public, do hereby certify that _____, personally known to me to be the Mayor of City of St. Charles, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as such Mayor of said City, as his/her 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 _____, 2023.

My commission expires: _____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, a Notary Public, do hereby certify that _____, personally known to me to be the Manager of SDGFTU 300, LLC, an Illinois limited liability company, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as such Manager of said company, as his/her free and voluntary act, and as the free and voluntary act and deed of said company, for the purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2023.

My commission expires: _____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION FOR CITY LOT A

LOT 6 IN FIRST STREET REDEVELOPMENT SUBDIVISION, IN CITY OF ST. CHARLES,
KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREON RECORDED MARCH
29, 2007 AS DOCUMENT NUMBER 2007K035551

EXHIBIT B

LEGAL DESCRIPTION FOR CITY LOT B

LOT 14 IN FIRST STREET REDEVELOPMENT SUBDIVISION, IN CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREON RECORDED MARCH 29, 2007 AS DOCUMENT NUMBER 2007K035551

EXHIBIT C

LEGAL DESCRIPTION FOR GROCERY PARCEL

PARCEL 1:

LOT 5 OF THE FIRST STREET REDEVELOPMENT SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 27 AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SUBDIVISION RECORDED WITH THE KANE COUNTY RECORDER OF DEEDS ON MARCH 29, 2007 AS DOCUMENT NO. [2007K035551](#), INCLUDING ALL OF THE PORTION OF INDIANA STREET VACATED BY ORDINANCE NO. 2006-M-72 RECORDED DECEMBER 13, 2006 AS DOCUMENT [2006K134903](#) SHOWN LYING WITHIN LOT 5 ON SAID PLAT.

PARCEL 2:

LOT 9 IN FIRST STREET REDEVELOPMENT SUBDIVISION, IN CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THERE RECORDED MARCH 29, 2007 AS DOCUMENT NUMBER [2007K035551](#).

PINs: 09-34-128-012; 09-34-132-016; 09-34-132-017; 09-34-132-018

1

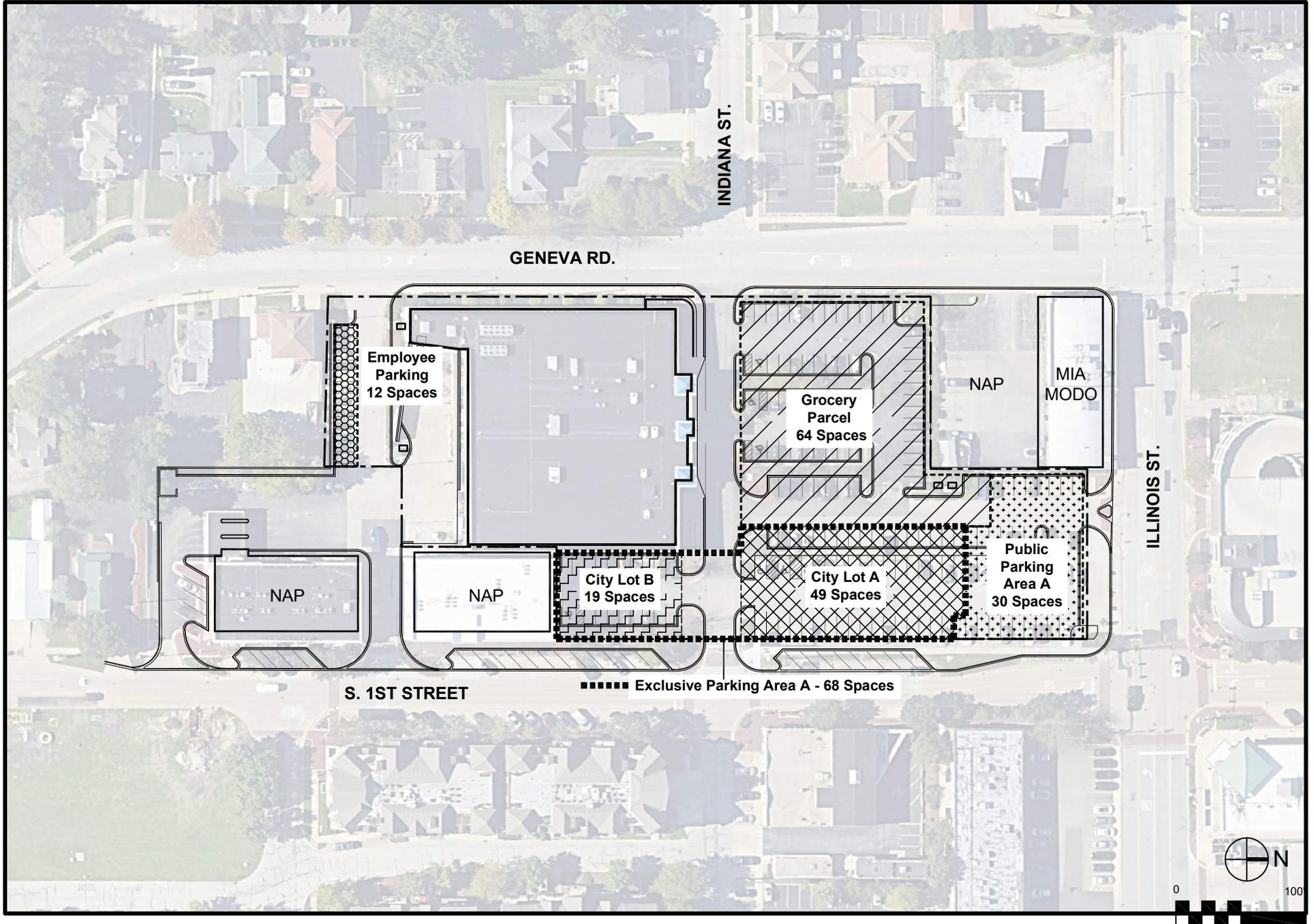
EXHIBIT D

SITE PLAN

See attached page(s)

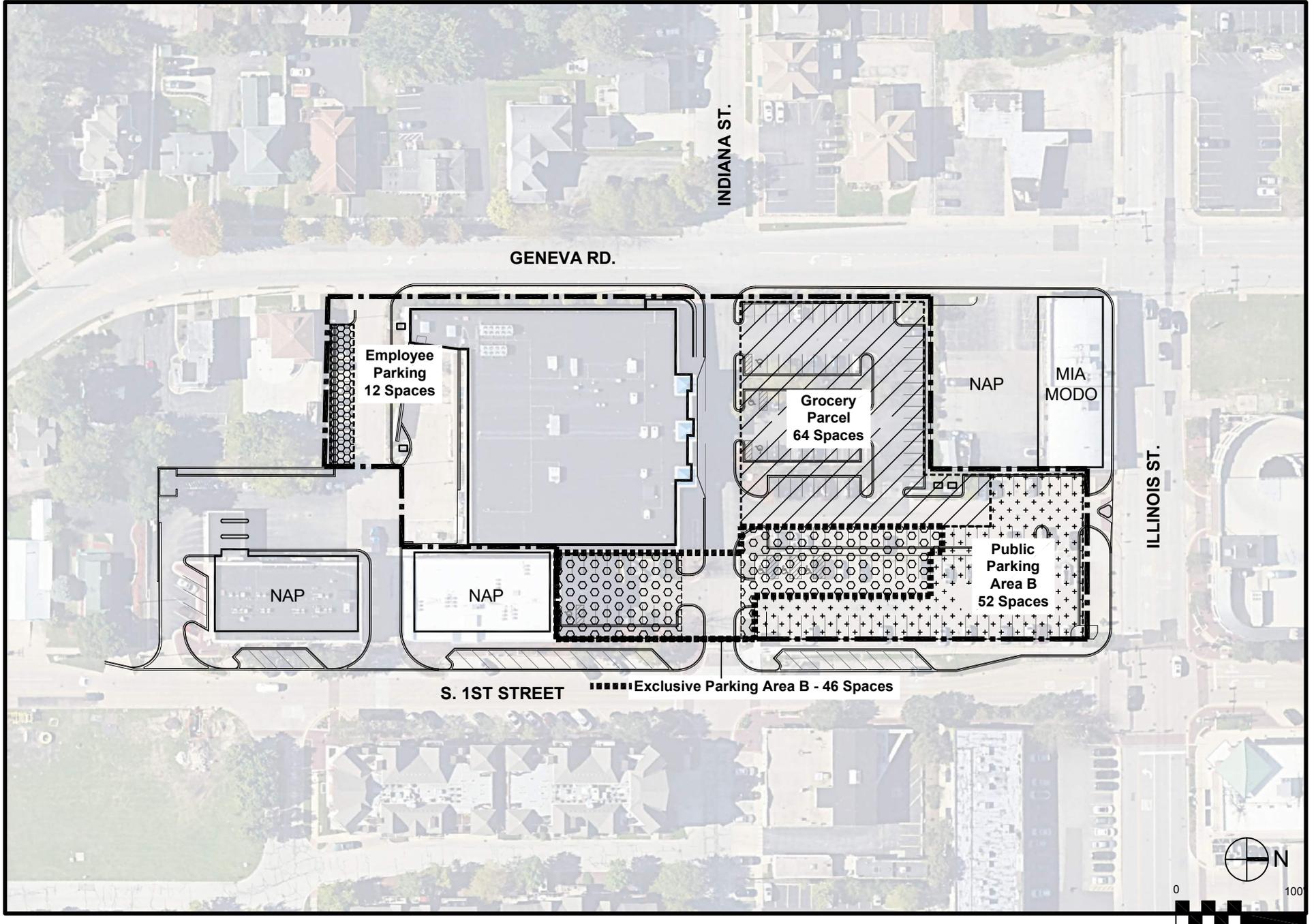
Siteplan - With

MAY 18, 2023



Siteplan - Without

MAY 18, 2023



**MINUTES
CITY OF ST. CHARLES, IL
PLANNING AND DEVELOPMENT COMMITTEE
MONDAY, JUNE 12, 2023 7:00 P.M.**

Members Present: Silkaitis, Foulkes, Muenz, Bancroft, Pietryla, Wirball, Bessner, Weber

Members Absent: Bongard, Lencioni

Others Present: Mayor Lora Vitek, Heather McGuire, City Administrator; Russell Colby, Director of Community Development; Derek Conley, Director of Economic Development; Ellen Johnson, City Planner; Tim Wilson, Environmental Services Division Manager; Chris Adesso, Assistant Director of Public Works; Bill Hannah, Director of Finance; Fire Chief Scott Swanson; Nick Peppers, City Attorney

1. CALL TO ORDER

The meeting was convened by Chair Bancroft at 7:00 p.m.

2. ROLL CALLED

Roll was called:

Present: Silkaitis, Foulkes, Muenz, Bancroft, Pietryla, Wirball, Bessner, Weber

Absent: Bongard, Lencioni

3. OMNIBUS VOTE – No items.

4. PUBLIC WORKS DEPARTMENT

- a. Recommendation to Approve a Resolution Authorizing the Execution of a Five-Year Refuse Contract with Lakeshore Recycling.

Tim Wilson, Environmental Services Division Manager, presented the Executive Summary and materials posted in the meeting packet. Highlights of the new program include the continuation of the pay as you go sticker program and an additional three weeks of free yard waste collection in the spring.

All alderpersons expressed support for the contract.

Ald. Muenz asked why certain items were listed with hourly charges. Mr. Wilson explained there may be times when Lakeshore Recycling is called upon to assist with clean-up due to home abandonment or garbage that has been left sitting on the curb for weeks at a time. The breakdown of charges can provide the Community Development an opportunity to go back and try to collect some of those costs.

Ald. Bessner asked how yard waste would be collected if they didn't have the sticker program. Mr. Wilson said they would still need to buy stickers for yard waste. Anyone using stickers for refuse would need to rent a toter.

Ald. Wirball asked about changes within the industry. Mr. Wilson said the biggest change coming will be the move away from sticker programs.

Ald. Weber made a motion to approve a Resolution Authorizing the Execution of a Five-Year Refuse Contract with Lakeshore Recycling. Seconded by Ald. Pietryla.

Roll was called on Motion:

Ayes: Foulkes, Muenz, Pietryla, Wirball, Bessner, Weber, Silkaitis

Absent: Bongard, Lencioni

Nays:

Motion passed 7-0

5. COMMUNITY & ECONOMIC DEVELOPMENT

- a. Recommendation to Approve and Execute a Resolution with Desman Inc. for Professional Service Downtown Parking Stud in the amount of \$43,750.

Derek Conley, Director of Economic Development, presented the Executive Summary and materials posted in the meeting packet.

Ald. Wirball asked if the project website was going to be an interactive website. Mr. Conley indicated it is not, but the study area is much smaller.

Ald. Wirball also asked to have the information regarding Lot 4, Building 8 under "projected development projects" updated to show it is not under contract so that the study is based on more accurate information.

Ald. Wirball said there was nothing noted about the feasibility study that is going to be conducted on the old police department site and wanted to know how Desman was going to conduct their study on that area. Mr. Conley said they would likely ask Desman to look at what some of the potential uses could be and what the parking plan would be to support those uses.

Ald. Wirball suggested conducting a study on a parking app and asked if they could explore the possibility of having some sort of parking counter or gate to keep track of open spaces at the First St. parking deck. Mr. Conley said they would recommend including the parking app study, but the parking counter would be considered a potential solution if it's something that Desman sees as a problem. Ald. Wirball said it would also be nice to see something to support electric car charging stations.

Ald. Bessner asked if wayfinding/signage is part of this study. Mr. Conley said they will take an inventory of all the signage, but the focus is on directional signage to parking.

Ald. Muenz asked about managing the wayfinding/signage part of this study with the pedestrian/bike path study. Mr. Conley said the two studies are going on at the same time and

there will be some overlap. It will come down to these studies acknowledging each other and that they may have different solutions/ideas. Staff will have to look at merging the two.

Ald. Muenz asked if they looked at any companies that weren't invested in building garages. The concern is that the natural thought process might be to just build something. Mr. Conley said they did not specifically seek out companies who did not do parking design or construction.

Desman specifically mentioned they were interested in exploring more cost-effective alternative measures before the City commits to building a parking deck.

Ald. Bessner made a motion to Approve and Execute a Resolution with Desman Inc. for Professional Service Downtown Parking Study in the amount of \$43,750. Seconded by Ald. Pietryla.

Roll was called on Motion:

Ayes: Foulkes, Muenz, Pietryla, Wirball, Bessner, Weber, Silkaitis

Absent: Bongard, Lencioni

Nays:

Motion passed 7-0

- b. Recommendation to approve a Minor Change to PUD for Burger King, Meijer PUD.

Ellen Johnson, City Planner, presented the Executive Summary and materials posted in the meeting packet.

Ald. Foulkes asked for the reason behind the changes. Ms. Johnson noted this is to be consistent with the branding and style of building that Burger King is now constructing; the applicant concurred.

Ald. Weber expressed appreciation to Burger King for reinvesting in this store.

Ald. Wirball made a motion to approve a Minor Change to PUD for Burger King, Meijer PUD. Seconded by Ald. Pietryla.

Roll was called on Motion:

Ayes: Foulkes, Muenz, Pietryla, Wirball, Bessner, Weber, Silkaitis

Absent: Bongard, Lencioni

Nays:

Motion passed 7-0

- c. Plan Commission recommendation to approve a PUD Preliminary Plan for River West Animal Hospital, Zylstra PUD.

Ellen Johnson, City Planner, presented the Executive Summary and materials posted in the meeting packet.

Ald. Wirball made a motion to approve a PUD Preliminary Plan for River West Animal Hospital, Zylstra PUD. Seconded by Ald. Weber.

Roll was called on Motion:

Ayes: Foulkes, Muenz, Pietryla, Wirball, Bessner, Weber, Silkaitis

Absent: Bongard, Lencioni

Nays:

Motion passed 7-0

- d. Plan Commission recommendation to approve a PUD Amendment for a Grocery Store Sign at 300 S. 2nd St. (First Street Redevelopment PUD).

Ald. Silkaitis said he asked for some information a few months ago regarding a potential conflict of interest due to one of the owners of the Blue Goose being a council member. Since city funds are going to be invested in this, he was looking for a legal opinion to see if there is any conflict of interest. He hasn't received anything to be able to make a decision and stated he would be voting no on the next three items.

Heather McGuire, City Administrator, said she checked with the city attorney and was advised that it was not a conflict. She also checked with the ethics advisor to produce a legal written opinion on the ethical considerations of that. Unfortunately, at that time, the advisor resigned from the position due to other conflicts in the area. They have been working to find another ethics advisor, but due to the nature of that work, it often conflicts attorneys out from doing other work in St. Charles, so nobody has been interested in taking this role. There is no conflict with the City Council voting on this as long as Ald. Lencioni is not present and voting. Ald. Silkaitis would still like a written document to review.

Chair Bancroft noted for the record that Ald. Lencioni was not present at this meeting, nor has he voted on anything with respect to the Blue Goose that he is aware of.

Derek Conley, Director of Economic Development, explained they would like to present the information for the next three items together before taking votes. He noted there are three entities involved in this project, but all the agreements being presented tonight are just between the City and the developer.

Russell Colby, Director of Community Development, presented the Executive Summary and materials posted in the meeting packet for item 5d. regarding the PUD Amendment for the sign. There were no questions on this item.

Mr. Conley continued the presentation of the remaining two items. Per an existing agreement, whomever owns the Blue Goose property already has rights to 31 city-owned parking spaces. The City is not selling any city-owned property. Mr. Conley explained the three scenarios outlined in the meeting packet regarding use of parking spaces.

Ald. Wirball asked if the two city-owned lots would be easements. Mr. Conley said yes, they would still be city-owned, and subject to the easement agreement.

Mr. Conley reviewed the timeline of the project and explained the costs and rationale behind both of these.

If the grocery store fails to open by May 1, 2026, this agreement is terminated completely. If the developer invests less than \$10 million into this project, the City has a right to reduce the sales tax that they receive.

Matt Hendy, Ft. Union-Developer, said they are excited to be here.

Ald. Weber liked the plan and program and asked if they had any plans to keep the area clean during the time when there is no activity. Mr. Hendy said they do plan on doing so.

Ald. Bessner asked how the parking signage is going to be handled. Mr. Hendy said there would be a clear delineation between private and public parking areas.

Ald. Wirball expressed excitement for the opportunity to have a grocery store come back to downtown St. Charles. He also requested cleaning-up the landscaping.

Ald. Pietryla expressed appreciation for agreeing to maintain the landscaping.

Ald. Muenz said this is very important for the community and she's very excited about it.

Ald. Foulkes asked about receiving updates so they can properly communicate with constituents. Mr. Hendy said they won't see anything for the remainder of the year other than landscaping clean-up. When they do start work on the inside and the parking lot, it will become obvious pretty quick. It takes a long time to build a grocery store from scratch on the inside.

Ald. Silkaitis felt a grocery store is a great idea for downtown and it looks like a great plan, but he just has the previously stated concerns.

Chair Bancroft strongly suggested the developer come up with an information program to provide progress updates.

Ald. Pietryla made a motion to approve a PUD Amendment for a Grocery Store Sign at 300 S. 2nd St. (First Street Redevelopment PUD). Seconded by Ald. Wirball.

Roll was called on Motion:

Ayes: Foulkes, Muenz, Pietryla, Wirball, Bessner, Weber

Absent: Bongard, Lencioni

Nays: Silkaitis

Motion passed 6-1

- e. Recommendation to approve an Economic Incentive Agreement between the City of St. Charles and SDGFTU, LLC (300 S. 2nd St.).

Ald. Wirball made a motion to approve an Economic Incentive Agreement between the City of St. Charles and SDGFTU, LLC (300 S. 2nd St.). Seconded by Ald. Pietryla.

Roll was called on Motion:

Ayes: Foulkes, Muenz, Pietryla, Wirball, Bessner, Weber

Absent: Bongard, Lencioni

Nays: Silkaitis

Motion passed 6-1

- f. Recommendation to approve Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements (300 S. 2nd St. & First Street Redevelopment Lots 6 & 14).

Ald. Weber made a motion to approve Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements (300 S. 2nd St. & First Street Redevelopment Lots 6 & 14). Seconded by Ald. Wirball.

Roll was called on Motion:

Ayes: Foulkes, Muenz, Pietryla, Wirball, Bessner, Weber

Absent: Bongard, Lencioni

Nays: Silkaitis

Motion passed 6-1

6. PUBLIC COMMENT - None

7. ADDITIONAL ITEMS FROM MAYOR AND CITY COUNCIL MEMBERS-None

8. EXECUTIVE SESSION – None

9. ADJOURNMENT

Ald. Weber made a motion to adjourn at 7:54 p.m. Seconded by Ald. Bessner. Approved unanimously by voice vote. Motion Carried.