

**AGENDA**  
**ST. CHARLES CITY COUNCIL MEETING**  
**LORA A. VITEK, MAYOR**  
**TUESDAY, FEBRUARY 20, 2024 – 7:00 P.M.**  
**CITY COUNCIL CHAMBERS**  
**2 E. MAIN STREET**

1. **Call to Order.**
2. **Roll Call.**
3. **Invocation.**
4. **Pledge of Allegiance.**
5. **Presentations.**
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 February 5, 2024.
- \*8. Motion to approve and authorize issuance of vouchers from the Expenditure Approval List for the period of 1/22/2024 – 2/4/2024 in the amount of \$3,180,597.36.
- \*9. Motion to approve Budget Revisions for January 2024.

**I. Old Business**

- A. None.

**II. New Business**

- A. Recommendation from Mayor Lora Vitek to approve the appointment of Conrad Newell to the Dam Task Force.
- B. Recommendation from Mayor Lora Vitek to approve the appointment of Brian Pohrte to the Dam Task Force.
- C. Recommendation from Mayor Lora Vitek to approve the appointment of Ald. Ryan Bongard to the Dam Task Force.

- D. Recommendation from Mayor Lora Vitek to approve the appointment of Ald. Paul Lencioni to the Dam Task Force.
- E. Recommendation from Mayor Lora Vitek to approve the appointment of Ald. Bryan Wirball to the Dam Task Force.

### III. Committee Reports

#### A. Government Operations

- 1. Motion to approve an **Ordinance** Amending Title 13 “Public Utilities” Chapter 13.12 “Sewers,” of the St. Charles Municipal Code.
- 2. Motion to approve an **Ordinance** Amending Title 13 “Public Utilities” Chapter 13.16 “Water,” of the St. Charles Municipal Code.
- 3. Motion to approve An **Ordinance** Amending Ordinance No. 2023-M-17 with regard to the Deferred Imposition of a Municipal Push Tax on Plays of Video Gaming Terminals.
- \*4. Motion to approve a **Resolution** Creating a Task Force Regarding the Impact of the St. Charles Dam.
- \*5. Motion to Approve a **Resolution** for a Lease License Agreement with the Kane County State’s Attorney’s Office for Digital Forensic Services and Use of the St. Charles Police Department’s Digital Laboratory and Associated Office Space.
- \*6. Motion to accept and place on file minutes of the February 5, 2024, Government Operations Committee meeting.

#### B. Government Services

None

#### C. Planning and Development

- \*1. Motion to Approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to Execute a Certain Sales Tax Revenue Sharing Agreement Between the City of St. Charles and Fox Valley Buick-GMC, Inc.
- \*2. Motion to approve an **Ordinance** Granting Approval of Easement Vacation Plat and Detention Easement Plat for 2651 E. Main St. (St. Charles Toyota)
- 3. Motion to Approve a **Resolution** Establishing the 2024 Inclusionary Housing Fee In-lieu Amount.

**9. Public Comment**

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

**11. Executive Session**

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

**12. Adjournment**

**ADA Compliance**

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the ADA Coordinator, Jennifer McMahon, at least 48 hours in advance of the scheduled meeting. The ADA Coordinator can be reached in person at 2 East Main Street, St. Charles, IL, via telephone at (630) 377 4446 or 800 526 0844 (TDD), or via e-mail at [jmcmahon@stcharlesil.gov](mailto: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, FEBRUARY 5, 2024 – 7:00 P.M.**  
**CITY COUNCIL CHAMBERS**  
**2 E. MAIN STREET**

**1. Call to Order.**

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

**2. Roll Call.**

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

**3. Invocation.**

**4. Pledge of Allegiance.**

**5. Presentations**

- Random Acts of Kindness Week Proclamation

**6. Motion by Ald. Bessner second by Ald. Wirball to approve the Omnibus Vote.**

Items with an asterisk (\*) are considered to be routine matters and will be enacted by one motion. There will be no separate discussion on these items unless a council member/citizen so requests, in which event the item will be removed from the consent agenda and considered in normal sequence on the agenda.

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

Motion Carried

**\*7. Motion by Ald. Bessner second by Ald. Wirball to accept and place on file minutes of the regular City Council meeting held January 16, 2024.**

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

Motion Carried

**\*8. Motion by Ald. Bessner second by Ald. Wirball to approve and hold minutes of the January 16, 2024, Government Operations Committee Executive Session.**

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

Motion Carried



- \*9. Motion by Ald. Bessner second by Ald. Wirball to** approve and authorize issuance of vouchers from the Expenditure Approval List for the period of 1/08/2024-1/21/2024 in the amount of \$4,962,365.70.  
**Roll Call Vote:** Ayes: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.  
Motion Carried
- \*10. Motion by Ald. Bessner second by Ald. Wirball to** approve and place on file the Treasurer and Finance Report for the period ending December 31, 2023.  
**Roll Call Vote:** Ayes: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.  
Motion Carried

## I. Old Business

- A. None

## II. New Business

- A. Motion by Ald. Pietryla second by Ald. Wirball to approve recommendation from Mayor Lora Vitek to approve the appointment of Joseph Cannizzaro to the Natural Resources Commission.  
**Roll Call Vote:** Ayes: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.  
Motion Carried

## III. Committee Reports

### A. Government Operations

- \*1.** Motion by Ald. Bessner second by Ald. Wirball to approve a **Resolution 2024-3** authorizing the purchase of Panasonic Toughbooks from CDS Office Technologies for \$87,250.  
**Roll Call Vote:** Ayes: Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.  
Motion Carried
- \*2.** Motion by Ald. Bessner second by Ald. Wirball to approve a **Resolution 2024-4** Requesting the Closure of Routes 64 and 31 for the St. Patrick's Day Parade.

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

Motion Carried

- \*3. Motion by Ald. Bessner second by Ald. Wirball to accept and place on file minutes of the January 16, 2024, Government Operations Committee meeting.

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

Motion Carried

**B. Government Services**

**C. Planning and Development**

**9. Public Comment – None**

**Jeff Motter**

Mr. Motter requested the City Council vote no on the IMEA contract. He feels that the contract with IMEA would not provide a sustainable future for the City of St. Charles. Mr. Motter mentioned there are more options to consider and asked the Council to investigate them. Mr. Motter explained there are long-term implications to examine.

**Kelly Rotella**

Good Evening. My name is Kelly Rotella and I am here tonight to ask you, as members of the St. Charles City Council, to vote NO on the early renewal of the IMEA contract.

The proposed contract is for sole source procurement. However, this is not St. Charles' only option. Given that St. Charles pays approximately \$40.8 million a year for our electricity, the total value of this contract is likely over \$800 million. Based on the size of this contract, I would hope that we would use a competitive bid process to determine what energy provider will supply St. Charles with the most sustainable energy mix for the next 20 years. Competition would give the City Council the strongest negotiation position among a group of vendors that would vie for our business.

I am aware that IMEA's projected schedule provides for the roll out of the new contract in February 2024, presentations by IMEA's PR team to its 32 members in March 2024, and the opportunity to review and approve the contracts by April 30, 2025. It is my understanding that this City Council will be asked to vote on the approval in early June 2024.

What is the advantage for St. Charles to renew 9 months prior to IMEA's own deadline?

Asking the St. Charles City Council to vote on the renewal contract only 3 months after receiving the contract has the following detrimental impacts on St. Charles' financial and energy future:

It provides zero time for the City Council to get competitive bids on a very large and strategic contract.

It provides little time for public input or feedback into St. Charles' energy future.

It ignores the potential financial benefits provided to municipal utilities under the Inflation Reduction Act and other federal and state clean energy programs.

I understand some of the reasons why it is good for IMEA to secure these commitments early. But I do not see why the early renew is good for the City of St. Charles, its residents and its businesses.

Please vote NO for the early renewal of this contract.

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

Mayor Vitek:

- Reminded all about Restaurant week and Valentine's Day.
- Mentioned that February 15 is National School Resource Officer's Day and February is Children's Dental Month.
- Wished her daughter Grace and Ald. Foulkes a happy birthday.
- Thanked Chief Swanson and Chief Keegan for allowing Council members to ride along.

Ald Muenz:

- Thanked Chief Swanson for the ride along opportunity that she and Mayor Vitek experienced.

**11. No Executive Session**

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

**12. Adjournment**

Motion by Ald. Gehm, second by Ald. Wirball to adjourn the meeting at 7:16 pm.

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

Motion Carried

**ADA Compliance**

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2/9/2024

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

1/22/2024 - 2/4/2024

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT PROC</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
112	ATHLETICO LTD			344.00	01/25/2024	27034	INVOICE # 27034
	ATHLETICO LTD Total			<b>344.00</b>			
139	AFLAC			21.45	01/26/2024	ACAN240126103635FI	AFLAC Cancer Insurance
				15.54	01/26/2024	ACAN240126103635PI	AFLAC Cancer Insurance
				35.46	01/26/2024	ACAN240126103635PI	AFLAC Cancer Insurance
				78.30	01/26/2024	ADIS240126103635PD	AFLAC Disability and STD
				8.78	01/26/2024	AHIC240126103635FD	AFLAC Hospital Intensive Care
				93.79	01/26/2024	APAC240126103635FI	AFLAC Personal Accident
				95.30	01/26/2024	APAC240126103635PI	AFLAC Personal Accident
				89.78	01/26/2024	APAC240126103635PI	AFLAC Personal Accident
				18.46	01/26/2024	ASPE240126103635PI	AFLAC Specified Event (PRP)
				23.25	01/26/2024	AVOL240126103635PI	AFLAC Voluntary Indemnity
	AFLAC Total			<b>480.11</b>			
145	AIR ONE EQUIPMENT INC						
			121449	130.00	01/25/2024	201821	ROCK-N-RESCUE
			120828	8,055.00	01/25/2024	201906	BUNKER COAT & PANTS
	AIR ONE EQUIPMENT INC Total			<b>8,185.00</b>			
149	ALARM DETECTION SYSTEMS INC						
				182.97	01/25/2024	46090-1208	QTR CHARGE-FEB-APR-215 E N
	ALARM DETECTION SYSTEMS INC Total			<b>182.97</b>			
185	AL WARREN OIL CO INC						
			121823	17,637.75	01/25/2024	W1621256	INVENTORY ITEMS
	AL WARREN OIL CO INC Total			<b>17,637.75</b>			
221	ANDERSON PEST CONTROL						
				681.40	01/25/2024	56525585	PEST CONTROL SERVICE 1/7/2
	ANDERSON PEST CONTROL Total			<b>681.40</b>			
244	TESTAMERICA LABORATORIES 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>
			120066	102.50	01/25/2024	2400134046	LL HG HEATED DIGESTION-SAM
			120066	102.50	01/25/2024	2400134047	L HG HEATED DIGESTION-SAMI
	<b>TESTAMERICA LABORATORIES INC Total</b>			<b>205.00</b>			
<b>275</b>	<b>ASSOC FOR INDIVIDUAL DEVELOP</b>		121897	17,500.00	01/25/2024	020124	4th PAYMENT FOR VICTIMS SEF
	<b>ASSOC FOR INDIVIDUAL DEVELOP Total</b>			<b>17,500.00</b>			
<b>285</b>	<b>AT&amp;T</b>			1,308.08	01/25/2024	0101065804	BILLING 12/7/23-1/6/24
	<b>AT&amp;T Total</b>			<b>1,308.08</b>			
<b>298</b>	<b>AWARD CONCEPTS INC</b>		119117	194.62	01/25/2024	I0706422	EARBUDS-BLK - MALONE KELL'
	<b>AWARD CONCEPTS INC Total</b>			<b>194.62</b>			
<b>364</b>	<b>STATE STREET COLLISION</b>		121841	96.00	01/25/2024	16482808	ALIGNMENT 2015 FORD
	<b>STATE STREET COLLISION Total</b>			<b>96.00</b>			
<b>372</b>	<b>BLUFF CITY MATERIALS</b>		119586	3,840.00	01/25/2024	491371	2023 ST CHARLES DECEMBER
			119586	1,890.00	01/25/2024	491372	DECEMBER 2023 MIXED LOAD
	<b>BLUFF CITY MATERIALS Total</b>			<b>5,730.00</b>			
<b>378</b>	<b>BONNELL INDUSTRIES INC</b>			2,038.66	01/25/2024	0213472-IN	INCORRECT ORDER - CREDITE
				-1,987.32	01/25/2024	0213505-CM	CREDIT - ORG INV 0213472-IN
				-51.34	01/25/2024	0213507-IN	CREDIT - ORG INV 0213472-IN
	<b>BONNELL INDUSTRIES INC Total</b>			<b>0.00</b>			
<b>414</b>	<b>JAMES BURDEN</b>			250.00	01/25/2024	011724	WELLNESS INCENTIVE REIMBL
	<b>JAMES BURDEN Total</b>			<b>250.00</b>			
<b>514</b>	<b>DAWN CHURNEY</b>			500.00	01/25/2024	011724	WELLNESS INCENTIVE REIMBL
	<b>DAWN CHURNEY Total</b>			<b>500.00</b>			
<b>563</b>	<b>CDW LLC</b>		121255	182.86	01/25/2024	NP29484	APC BACK UPS OUTLET

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT</u> <u>PROC</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			121791	91.43	01/25/2024	NV59263	APC BACK-UPS BOUTLET
			121525	1,318.91	01/25/2024	NW15353	ARUBA
	<b>CDW LLC Total</b>			<b>1,593.20</b>			
<b>579</b>	<b>COMMUNICATIONS DIRECT INC</b>		119862	4,317.00	01/25/2024	SR128385	PARTS FOR TAHOE RADIO EQU
			121615	207.36	01/25/2024	SR129149	INVENTORY ITEMS
	<b>COMMUNICATIONS DIRECT INC Total</b>			<b>4,524.36</b>			
<b>653</b>	<b>W S DARLEY &amp; CO</b>		121306	202.60	01/25/2024	17514564	SIGNS ORANGE
	<b>W S DARLEY &amp; CO Total</b>			<b>202.60</b>			
<b>674</b>	<b>DELL MARKETING LP</b>		121797	1,266.16	01/25/2024	10723370447	OPTIPLEX TOWER
			121798	246.78	01/25/2024	10723370455	DELL 22 MONITORS
	<b>DELL MARKETING LP Total</b>			<b>1,512.94</b>			
<b>683</b>	<b>DEMAR TREE &amp; LANDSCAPE SVC</b>		119355	8,688.00	01/25/2024	7998	STREET SERVICES
	<b>DEMAR TREE &amp; LANDSCAPE SVC Total</b>			<b>8,688.00</b>			
<b>710</b>	<b>DISCOUNT TIRE AND SERVICE INC</b>		121780	84.00	01/25/2024	202634	MISC PARTS - WHEEL WEIGHTS
	<b>DISCOUNT TIRE AND SERVICE INC Total</b>			<b>84.00</b>			
<b>767</b>	<b>EAGLE ENGRAVING INC</b>		119428	62.90	01/25/2024	2024-0313	ENGRAVED UNIFORM
	<b>EAGLE ENGRAVING INC Total</b>			<b>62.90</b>			
<b>789</b>	<b>ANIXTER INC</b>		121205	571.40	01/25/2024	5862468-01	INVENTORY ITEMS
			121632	315.80	01/25/2024	5900746-00	INVENTORY ITEMS
	<b>ANIXTER INC Total</b>			<b>887.20</b>			
<b>826</b>	<b>BORDER STATES INDUSTRIES INC</b>			-5,973.71	01/25/2024	927638841	CREDIT-ORG INV 925898342
			121425	367,912.50	01/25/2024	927653867	INVENTORY ITEMS
	<b>BORDER STATES INDUSTRIES INC Total</b>			<b>361,938.79</b>			
<b>859</b>	<b>FEECE OIL CO</b>						

<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>
			121760	486.94	01/25/2024	4042766	INVENTORY ITEMS
	FEECE OIL CO Total			<b>486.94</b>			
870	FIRE PENSION FUND						
				728.61	01/26/2024	FP1%240126103635FI	Fire Pension 1% Fee
				8,239.10	01/26/2024	FRP2240126103635FI	Fire Pension Tier 2
				11,505.04	01/26/2024	FRPN240126103635FI	Fire Pension
	FIRE PENSION FUND Total			<b>20,472.75</b>			
875	FIRST AID CORP						
				23.19	01/25/2024	PSI656149A	FREIGHT ON PO 121266
	FIRST AID CORP Total			<b>23.19</b>			
891	THE TERRAMAR GROUP INC						
			121903	7,431.61	01/25/2024	82162	ROCLAND FIRE CABINET
	THE TERRAMAR GROUP INC Total			<b>7,431.61</b>			
916	FOX VALLEY FIRE & SAFETY CO						
				114.00	01/25/2024	IN00640964	QTRLY FIRE ALARM RADIO MOI
				114.00	01/25/2024	IN00640965	QTRLY FIRE ALARM RADIO MOI
				114.00	01/25/2024	IN00640966	QTRLY FIRE ALARM RADIO MOI
				114.00	01/25/2024	IN00640967	QTRLY FIRE ALARM RADIO MOI
				114.00	01/25/2024	IN00640968	QTRY FIRE ALARM
				114.00	01/25/2024	IN00640969	QTRY FIRE ALARM
				114.00	01/25/2024	IN00640970	QTRY FIRE ALARM
				114.00	01/25/2024	IN00640971	QTRY FIRE ALARM
				114.00	01/25/2024	IN00640972	QTRY FIRE ALARM
				114.00	01/25/2024	IN00640974	QTRY FIRE ALARM
				114.00	01/25/2024	IN00640975	QRTY FIRE ALARM
				114.00	01/25/2024	IN00641057	QTRLY FIRE ALARM RADIO MOI
				114.00	01/25/2024	IN00641244	QTRLY FIRE ALARM RADIO MOI
				114.00	01/25/2024	IN00647780	QTRLY FIRE ALARM RADIO MOI
				114.00	01/25/2024	IN00647782	QTRLY FIRE ALARM RADIO MOI
			120852	1,322.00	01/25/2024	IN00652395	FIRE SPRINKLER REPAIR
			120853	1,689.50	01/25/2024	IN00652397	FIRE SPRINKLER REPAIR
	FOX VALLEY FIRE & SAFETY CO Total			<b>4,721.50</b>			
944	GALLS LLC						
			119150	162.32	01/25/2024	026676981	NUKE SFB FIELD BOOT

<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>
	GALLS LLC Total			<u>162.32</u>			
999	MICHAEL J GRANDT			1,000.00	01/25/2024	011724	WELLNESS INCENTIVE REIMBL
	MICHAEL J GRANDT Total			<u>1,000.00</u>			
1133	IBEW LOCAL 196			218.00	01/26/2024	UNE 240126103635PV	Union Due - IBEW
				883.94	01/26/2024	UNEW240126103635P	Union Due - IBEW - percent
	IBEW LOCAL 196 Total			<u>1,101.94</u>			
1136	ICMA RETIREMENT CORP			59.00	01/26/2024	C401240126103635CA	401A Savings Plan Company
				254.65	01/26/2024	C401240126103635CD	401A Savings Plan Company
				525.81	01/26/2024	C401240126103635FD	401A Savings Plan Company
				449.79	01/26/2024	C401240126103635FN	401A Savings Plan Company
				291.11	01/26/2024	C401240126103635HR	401A Savings Plan Company
				647.38	01/26/2024	C401240126103635IS	401A Savings Plan Company
				829.50	01/26/2024	C401240126103635PD	401A Savings Plan Company
				1,111.50	01/26/2024	C401240126103635PV	401A Savings Plan Company
				59.00	01/26/2024	E401240126103635CA	401A Savings Plan Employee
				254.65	01/26/2024	E401240126103635CD	401A Savings Plan Employee
				525.13	01/26/2024	E401240126103635FD	401A Savings Plan Employee
				449.79	01/26/2024	E401240126103635FN	401A Savings Plan Employee
				291.11	01/26/2024	E401240126103635HR	401A Savings Plan Employee
				648.06	01/26/2024	E401240126103635IS	401A Savings Plan Employee
				829.50	01/26/2024	E401240126103635PD	401A Savings Plan Employee
				1,111.50	01/26/2024	E401240126103635PV	401A Savings Plan Employee
				2,109.61	01/26/2024	ICMA240126103635CE	ICMA Deductions - Dollar Amt
				3,528.76	01/26/2024	ICMA240126103635FD	ICMA Deductions - Dollar Amt
				2,030.00	01/26/2024	ICMA240126103635FN	ICMA Deductions - Dollar Amt
				1,943.07	01/26/2024	ICMA240126103635HF	ICMA Deductions - Dollar Amt
				3,696.91	01/26/2024	ICMA240126103635IS	ICMA Deductions - Dollar Amt
				9,755.87	01/26/2024	ICMA240126103635PE	ICMA Deductions - Dollar Amt
				2,246.00	01/26/2024	ICMA240126103635PV	ICMA Deductions - Dollar Amt
				89.82	01/26/2024	ICMP240126103635CE	ICMA Deductions - Percent
				4,243.63	01/26/2024	ICMP240126103635FD	ICMA Deductions - Percent
				84.14	01/26/2024	ICMP240126103635HF	ICMA Deductions - Percent
				406.09	01/26/2024	ICMP240126103635IS	ICMA Deductions - Percent



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				2,276.89	01/26/2024	ICMP240126103635PC	ICMA Deductions - Percent
				1,351.61	01/26/2024	ICMP240126103635PV	ICMA Deductions - Percent
				25.00	01/26/2024	ROTH240126103635FI	Roth IRA Deduction
				80.00	01/26/2024	ROTH240126103635FI	Roth IRA Deduction
				150.00	01/26/2024	ROTH240126103635IS	Roth IRA Deduction
				1,378.46	01/26/2024	ROTH240126103635PI	Roth IRA Deduction
				275.00	01/26/2024	ROTH240126103635PI	Roth IRA Deduction
				2,319.23	01/26/2024	RTHA240126103635FI	Roth 457 - Dollar Amount
				250.00	01/26/2024	RTHA240126103635IS	Roth 457 - Dollar Amount
				1,947.30	01/26/2024	RTHA240126103635PI	Roth 457 - Dollar Amount
				110.00	01/26/2024	RTHA240126103635PI	Roth 457 - Dollar Amount
				1,181.43	01/26/2024	RTHP240126103635FI	Roth 457 - Percent
				65.99	01/26/2024	RTHP240126103635PI	Roth 457 - Percent
				115.12	01/26/2024	RTIP240126103635PD	Roth IRA - Percent
	<b>ICMA RETIREMENT CORP Total</b>			<b>49,997.41</b>			
<b>1155</b>	<b>ILLINOIS FIRE CHIEFS ASSOC</b>						
			121157	4,500.00	01/25/2024	6077	CFO COURSE - JEREMY MAUTH
			121158	4,500.00	01/25/2024	6086	CFO COURSE - CHAD TINSLEY
	<b>ILLINOIS FIRE CHIEFS ASSOC Total</b>			<b>9,000.00</b>			
<b>1175</b>	<b>MARBERRY CLEANERS</b>						
			119156	13.55	01/25/2024	5187BB	ORDER # 23353-639 & 689
	<b>MARBERRY CLEANERS Total</b>			<b>13.55</b>			
<b>1237</b>	<b>INTERNATIONAL ASSOC OF CHIEFS</b>						
				190.00	01/25/2024	0321228	ANNUAL MEMBERSHIP RENEW
	<b>INTERNATIONAL ASSOC OF CHIEFS Total</b>			<b>190.00</b>			
<b>1286</b>	<b>JG UNIFORMS INC</b>						
			119151	250.49	01/25/2024	125441	CPD BLUE BEST COVER
	<b>JG UNIFORMS INC Total</b>			<b>250.49</b>			
<b>1327</b>	<b>KANE COUNTY FAIR</b>						
				382.13	01/25/2024	FY 2024	DEBT PAYMENT MANNION PRO
	<b>KANE COUNTY FAIR Total</b>			<b>382.13</b>			
<b>1342</b>	<b>KARA CO INC</b>						
			119343	75.00	01/25/2024	380467	AT & T SIM CARD

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	KARA CO INC Total			<u>75.00</u>			
1400	JAMES KURCZEK			500.00	01/25/2024	011724	WELLNESS INCENTIVE REIMBL
	JAMES KURCZEK Total			<u>500.00</u>			
1403	WEST VALLEY GRAPHICS & PRINT						
			121814	99.50	01/25/2024	11837	BUSINESS CARD-GARETT GUT
			119147	153.00	01/25/2024	11869	BUSINESS CARDS FOR DALTOI
			121869	79.60	01/25/2024	12037	BUSINESS CARDS-GARETT GU
	WEST VALLEY GRAPHICS & PRINT Total			<u>332.10</u>			
1450	LEE JENSEN SALES CO INC						
			121792	200.00	01/25/2024	0025397-00	POWER CORD REPAIR
	LEE JENSEN SALES CO INC Total			<u>200.00</u>			
1482	ARTHUR J LOOTENS & SON INC						
			121957	1,344.00	01/25/2024	35050	WATER TREATMENT PLANT VAI
	ARTHUR J LOOTENS & SON INC Total			<u>1,344.00</u>			
1489	LOWES						
				20.00	01/25/2024	901578/010924	DELIVERY FEE PO 121845
			119053	9.86	01/25/2024	971282/010224	RB ORB DOOR CHAIN
			119053	151.92	01/25/2024	971373/010224	MISC FASTENER SUPPLIES
			119491	20.88	01/25/2024	971772/010224	PARTS FOR EQUIPMENT
			119491	97.28	01/25/2024	972816/010324	PARTS FOR EQUIPMENT
			119053	108.11	01/25/2024	973215/010324	MISC SUPPLIES
			119491	34.28	01/25/2024	973432/010324	PARTS FOR EQUIPMENTS
			119491	41.10	01/25/2024	973690/010324	PARTS FOR EQUIPEMENT
			121789	369.36	01/25/2024	974582/010424	INVENTORY ITEMS
			119430	179.01	01/25/2024	977057/010524	MISC FASTENER SUPPLIES
			121827	4,916.82	01/25/2024	977440/010524	CONTRACT SERVICE & PARTS
			121828	4,916.82	01/25/2024	977448/010524	CONTACT SERVICES
			121730	7.10	01/25/2024	981782/122823	INVENTORY ITEMS
			121845	399.28	01/25/2024	982653/010824	SAKRETE MORTAR MIX
			119053	13.05	01/25/2024	988123/122623	MISC FASTENER SUPPLIES
			119430	319.76	01/25/2024	991810/122723	FIRE DET SUPPLIES
			119491	246.43	01/25/2024	993451/122823	MISC PARTS FOR FLEET
	LOWES Total			<u>11,851.06</u>			

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1544	PAUL MARSCHINKE			500.00	01/25/2024	011724	WELLNESS INCENTIVE REIMBL
	PAUL MARSCHINKE Total			<u>500.00</u>			
1582	MCMaster CARR SUPPLY CO		121892	95.26	01/25/2024	20324359	INVENTORY ITEMS
	MCMaster CARR SUPPLY CO Total			<u>95.26</u>			
1585	MEADE INC		119188	1,977.76	01/25/2024	706909	TRAFFIC SIGNAL MAINTENANC
			119715	2,417.50	01/25/2024	707001	TRAFFIC SIGNAL MAINTENANC
	MEADE INC Total			<u>4,395.26</u>			
1604	METRO TANK AND PUMP COMPANY		121870	551.00	01/25/2024	19534	REBUILT RETRACTORS
	METRO TANK AND PUMP COMPANY Total			<u>551.00</u>			
1613	METROPOLITAN ALLIANCE OF POL			1,176.00	01/26/2024	UNP 240126103635PD	Union Dues - IMAP
				157.50	01/26/2024	UNPS240126103635PI	Union Dues-Police Sergeants
	METROPOLITAN ALLIANCE OF POL Total			<u>1,333.50</u>			
1636	MID STATES ORGANIZED CRIME			250.00	01/25/2024	0004233-IN	2024 MEMBERSHIP RENEWAL
	MID STATES ORGANIZED CRIME Total			<u>250.00</u>			
1643	MILSOFT UTILITY SOLUTIONS INC		119521	176.83	01/25/2024	20240284	HOSTED OCM CALLS-IN/OUTBC
	MILSOFT UTILITY SOLUTIONS INC Total			<u>176.83</u>			
1655	MONROE TRUCK EQUIPMENT		121858	69.87	01/25/2024	33661	SPINNER ASSY
	MONROE TRUCK EQUIPMENT Total			<u>69.87</u>			
1668	WOLSELEY INVESTMENTS INC		121678	77.69	01/25/2024	7714693	INVENTORY ITEMS
	WOLSELEY INVESTMENTS INC Total			<u>77.69</u>			
1704	NCPERS IL IMRF			8.00	01/26/2024	NCP2240126103635C/	NCPERS 2
				8.00	01/26/2024	NCP2240126103635FN	NCPERS 2

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				8.00	01/26/2024	NCP2240126103635PV	NCPERS 2
	NCPERS IL IMRF Total			<b>24.00</b>			
1737	NORTH EAST MULTI REGIONAL TRNG		119160	120.00	01/25/2024	343674	NOELLE F WOLD-CALCELD 12/
	NORTH EAST MULTI REGIONAL TRNG Total			<b>120.00</b>			
1745	NICOR			130.35	01/25/2024	1000 1 JAN 04 2024	ACCT: 00-69-30-1000-1
				679.62	01/25/2024	1000 6 DEC 27 2023	ACCT: 67-46-50-1000-6
				43.73	01/25/2024	1000 6 JAN 04 2024	ACCT: 67-14-30-1000-6
				623.98	01/25/2024	1000 7 JAN 4 2024	ACCT: 97-78-02-1000-7
				1,185.01	01/25/2024	1000 8 JAN 08 2024	ACCT: 28-08-50-1000-8
				411.01	01/25/2024	1000 9 JAN 05 2024	ACCT: 62-11-51-1000-9
				48.84	01/25/2024	1000 9 NS DEC 27 202	ACCT: 65-84-51-1000-9
				43.73	01/25/2024	1584 1 JAN 4 2024	ACCT: 76-25-37-1584-1
				43.73	01/25/2024	9676 7 JAN 05 2024	ACCT: 39-18-86-9676-7
	NICOR Total			<b>3,210.00</b>			
1756	NCL OF WISCONSIN INC		121815	380.17	01/25/2024	497860	LAB SUPPLIES
	NCL OF WISCONSIN INC Total			<b>380.17</b>			
1773	OHD		121360	825.00	01/25/2024	93234	QFIT ANNUAL CALIBRATION
	OHD Total			<b>825.00</b>			
1775	RAY OHERRON CO INC		119159	53.99	01/25/2024	2316150	POLICE DEPT UNIFORMS BONI
	RAY OHERRON CO INC Total			<b>53.99</b>			
1783	ON TIME EMBROIDERY INC		119432	189.00	01/25/2024	116841	FIRE DEPT UNIFORMS OVERLA
			119432	90.00	01/25/2024	117427	T-SHIRTS SCFD 1083 C OVERL
			119432	130.00	01/25/2024	117727	FIRE DEPT UNIFORMS OVERLA
			119432	314.00	01/25/2024	118208	FIRE DEP UNIFORMS MORTEN
			119432	540.00	01/25/2024	118460	FIRE DEPT UNIFORMS MORTE
			119432	120.00	01/25/2024	118804	FIRE DEPT UNIFORMS DAVILA
			119432	99.00	01/25/2024	118875	FIRE DEPT UNIFORMS GORE
			119432	265.00	01/25/2024	119437	FIRE DEPT UNIFORMS PYZYNA

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	STAT PROC					
	ON TIME EMBROIDERY INC Total		<u>1,747.00</u>			
1797	PACE SUBURBAN BUS					
		119183	6,290.06	01/25/2024	630209	RIDE IN KANE SEPTEMBER
		119183	6,786.72	01/25/2024	630974	OCTOBER 2023 RIK
	PACE SUBURBAN BUS Total		<u>13,076.78</u>			
1861	POLICE PENSION FUND					
			16,118.24	01/26/2024	PLP2240126103635PD	Police Pension Tier 2
			9,646.22	01/26/2024	PLPN240126103635PC	Police Pension
	POLICE PENSION FUND Total		<u>25,764.46</u>			
1898	PRIORITY PRODUCTS INC					
		119036	606.33	01/25/2024	997416	MISC FASTENER SUPPLIES
		121555	327.17	01/25/2024	998362	INVENTORY ITEMS
		119036	1.61	01/25/2024	998614	MISC FASTENER SUPPLIES
	PRIORITY PRODUCTS INC Total		<u>935.11</u>			
2018	RJN GROUP INC					
		117949	39,108.67	01/25/2024	39370102	NORTHERN BASINS
		117949	3,270.00	01/25/2024	39370103	2023 NORTHERN BASINS SSES
	RJN GROUP INC Total		<u>42,378.67</u>			
2076	ST CHARLES HISTORY MUSEUM					
			4,166.67	01/25/2024	FY 2024	HOTEL TAX DISBURSEMENT M
	ST CHARLES HISTORY MUSEUM Total		<u>4,166.67</u>			
2137	SHERWIN WILLIAMS					
		119034	289.55	01/25/2024	6319-2	PAINT SUPPLIES
	SHERWIN WILLIAMS Total		<u>289.55</u>			
2152	M E SIMPSON COMPANY INC					
		119697	1,045.00	01/25/2024	41640	LEAK-1631 4TH & 121 BEATRIC
	M E SIMPSON COMPANY INC Total		<u>1,045.00</u>			
2163	SKYLINE TREE SERVICE &					
		120785	7,498.65	01/25/2024	15281-2	STC TAKE DOWN HOLIDAY TRE
		120890	2,059.00	01/25/2024	CMB1-21	SNOW PLOWING STC
	SKYLINE TREE SERVICE & Total		<u>9,557.65</u>			
2201	STANDARD EQUIPMENT CO					

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			121627	443.43	01/25/2024	P47537	PARTS FOR EQUIPMENT
			121069	4,250.00	01/25/2024	R01580	VACTOR RENTAL 10/13-10/19/23
			121069	4,250.00	01/25/2024	R01587	VACTOR RENTAL 10/20-10/26/23
	<b>STANDARD EQUIPMENT CO Total</b>			<b>8,943.43</b>			
<b>2212</b>	<b>CITY OF ST CHARLES</b>			29,929.90	02/02/2024	20240202	CC REIMBURSE-RECLINERS&P
	<b>CITY OF ST CHARLES Total</b>			<b>29,929.90</b>			
<b>2235</b>	<b>STEINER ELECTRIC COMPANY</b>		121824	477.16	01/25/2024	S007493884.001	INVENTORY ITEMS
	<b>STEINER ELECTRIC COMPANY Total</b>			<b>477.16</b>			
<b>2238</b>	<b>STEPHEN A LASER ASSOCIATES</b>			600.00	01/25/2024	2007889	PUBLIC SAFETY FIREFIGHTER
	<b>STEPHEN A LASER ASSOCIATES Total</b>			<b>600.00</b>			
<b>2259</b>	<b>SUBURBAN ACCENTS INC</b>		121876	450.00	01/25/2024	34338	GRAPHICS & LETTERING TAUR
	<b>SUBURBAN ACCENTS INC Total</b>			<b>450.00</b>			
<b>2274</b>	<b>ROBERT SURRATT</b>			250.00	01/25/2024	011724	WELLNESS INCENTIVE REIMBL
	<b>ROBERT SURRATT Total</b>			<b>250.00</b>			
<b>2301</b>	<b>GENERAL CHAUFFERS SALES DRIVER</b>			174.00	01/26/2024	UNT 240126103635CD	Union Dues - Teamsters
				2,673.00	01/26/2024	UNT 240126103635PM	Union Dues - Teamsters
	<b>GENERAL CHAUFFERS SALES DRIVER Total</b>			<b>2,847.00</b>			
<b>2311</b>	<b>TESTING SERVICE CORP</b>		119170	896.00	01/25/2024	IN129461	ENGINEERING SERVICES 1ST 5
	<b>TESTING SERVICE CORP Total</b>			<b>896.00</b>			
<b>2314</b>	<b>3M VHS0733</b>		121616	922.22	01/25/2024	9426496612	CLEAR TRANSFER TAPE
	<b>3M VHS0733 Total</b>			<b>922.22</b>			
<b>2316</b>	<b>APC STORE</b>		119056	97.69	01/25/2024	478-588228	MICRO-V BELTS
			119056	203.62	01/25/2024	478-588369	NEW CV SHAFT

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			119056	82.30	01/25/2024	478-588391	POWERBEAD ULTRA
			119056	21.55	01/25/2024	478-588392	ELEC FLASHER
			119056	289.09	01/25/2024	478-588549	MISC FASTENER SUPPLIES
			119434	9.11	01/25/2024	478-588586	SPARK PLUG
			119056	8.22	01/25/2024	478-588618	R PIN BOOT KIT
			121860	122.52	01/25/2024	478-588645	INVENTORY ITEMS
			119056	8.81	01/25/2024	478-588777	LIGHT WIRING
			121902	82.20	01/25/2024	478-588872	INVENTORY ITEMS
			121945	161.65	01/25/2024	478-589050	INVENTORY ITEMS
	<b>APC STORE Total</b>			<b>1,086.76</b>			
<b>2345</b>	<b>TRAFFIC CONTROL &amp; PROTECTION</b>		121349	7,052.00	01/25/2024	117711	PEDESTRIAN CROSSING SOLA
	<b>TRAFFIC CONTROL &amp; PROTECTION Total</b>			<b>7,052.00</b>			
<b>2363</b>	<b>TROTTER &amp; ASSOCIATES INC</b>		118421	597.00	01/25/2024	22229	AWWA WATER LOSS AUDITS
			121873	600.00	01/25/2024	22726	PARK SITE CONCEPTUAL DESI
			109848	50,632.00	01/25/2024	22790	RIVERSIDE PUMP STATION
			116811	201.00	01/25/2024	22791	NAILED IT-DRONE FLIGHTS
			116811	1,355.00	01/25/2024	22792	ADD'T DRONE FOOTAGE
			118595	13,450.75	01/25/2024	22793	UV & FC REHABILITATION
			119012	705.50	01/25/2024	22794	MAPPING UPDATING GIS & DO
			119012	817.50	01/25/2024	22815	SECTION 6 SPLY/SOFTENING A
	<b>TROTTER &amp; ASSOCIATES INC Total</b>			<b>68,358.75</b>			
<b>2369</b>	<b>RITA TUNGARE</b>			1,000.00	01/25/2024	011724	WELLNESS INCENTIVE REIMBL
	<b>RITA TUNGARE Total</b>			<b>1,000.00</b>			
<b>2428</b>	<b>VERMEER MIDWEST</b>		121655	3,307.64	01/25/2024	S82622	BRUSH CHIPPER REPAIR
			121803	4,119.74	01/25/2024	S82930	REPAIR BRUSH CHIPPER
	<b>VERMEER MIDWEST Total</b>			<b>7,427.38</b>			
<b>2429</b>	<b>VERIZON WIRELESS</b>			13,426.04	01/25/2024	9953322085	
	<b>VERIZON WIRELESS Total</b>			<b>13,426.04</b>			
<b>2431</b>	<b>LEO VESELING</b>						

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				250.00	01/25/2024	011724	WELLNESS INCENTIVE REIMBL
	LEO VESELING Total			<b>250.00</b>			
2470	WAREHOUSE DIRECT						
			119113	106.16	01/25/2024	5639540-0	OFFICE SUPPLIES
			119113	198.10	01/25/2024	5640140-0	POLICE DEPT OFFICE SUPPLIE
	WAREHOUSE DIRECT Total			<b>304.26</b>			
2478	WATER PRODUCTS COMPANY						
			121685	143.76	01/25/2024	0320305	INVENTORY ITEMS
			121750	1,535.00	01/25/2024	0320366	INVENTORY ITEMS
			121691	2,116.80	01/25/2024	0320390	INVENTORY ITEMS
			121793	8,844.75	01/25/2024	0320438	INVENTORY ITEMS
				188.96	01/25/2024	0320449	CREDIT ISSUE - REBILLED
				-188.96	01/25/2024	0320465	CREDIT ORG INV # 0320449
	WATER PRODUCTS COMPANY Total			<b>12,640.31</b>			
2485	WBK ENGINEERING LLC						
			119572	550.00	01/25/2024	25095	SINGLE FAMILY LOT GRADING
			120380	2,400.00	01/25/2024	25134	CHARLESTOWNE LAKES LOT C
			119629	220.00	01/25/2024	25137	CHARLESTOWNE LAKES CONS
			120855	2,970.00	01/25/2024	25138	ON CALL ENG REVIEW
			121434	470.00	01/25/2024	25139	3925 STERN ROAD SERVICE
	WBK ENGINEERING LLC Total			<b>6,610.00</b>			
2490	WELCH BROS INC						
			121745	496.00	01/25/2024	3259924	INVENTORY ITEMS
	WELCH BROS INC Total			<b>496.00</b>			
2495	WEST SIDE TRACTOR SALES CO						
			121788	229.76	01/25/2024	N47592	CAP
	WEST SIDE TRACTOR SALES CO Total			<b>229.76</b>			
2506	EESCO						
			120914	1,780.00	01/25/2024	051106	INVENTORY ITEMS
			121735	568.80	01/25/2024	121304	INVENTORY ITEMS
			115413	24,600.00	01/25/2024	121305	INVENTORY ITEMS
			121592	316.94	01/25/2024	131623	INVENTORY ITEMS
			121727	206.85	01/25/2024	133535	INVENTORY ITEMS
			121765	565.00	01/25/2024	139635	INVENTORY ITEMS



<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT</u> <u>PROC</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	EESCO Total			<u>28,037.59</u>			
2527	WILLIAM FRICK & CO		117831	166.89	01/25/2024	299223	INVENTORY ITEMS
	WILLIAM FRICK & CO Total			<u>166.89</u>			
2538	HILL AND SMITH INC		121832	384.88	01/25/2024	89475	ASSY AM6 HH BLUETOOTH
	HILL AND SMITH INC Total			<u>384.88</u>			
2545	GRAINGER INC		121749	259.34	01/25/2024	9949449962	DC FAN
			121810	423.50	01/25/2024	9953912541	FORK EXTENSIONS
			121843	6.96	01/25/2024	9955313243	INVENTORY ITEMS
			121848	428.78	01/25/2024	9955313250	INVENTORY ITEMS
			121857	30.98	01/25/2024	9956172648	CAM & GROOVE COUPLINGS
	GRAINGER INC Total			<u>1,149.56</u>			
2637	ILLINOIS DEPT OF REVENUE			787.95	01/26/2024	ILST240126103635CA	Illinois State Tax
				2,616.50	01/26/2024	ILST240126103635CD	Illinois State Tax
				300.84	01/26/2024	ILST240126103635ED	Illinois State Tax
				10,809.62	01/26/2024	ILST240126103635FD	Illinois State Tax
				2,017.01	01/26/2024	ILST240126103635FN	Illinois State Tax
				964.24	01/26/2024	ILST240126103635HR	Illinois State Tax
				2,470.26	01/26/2024	ILST240126103635IS	Illinois State Tax
				12,812.72	01/26/2024	ILST240126103635PD	Illinois State Tax
				21,916.80	01/26/2024	ILST240126103635PW	Illinois State Tax
	ILLINOIS DEPT OF REVENUE Total			<u>54,695.94</u>			
2638	INTERNAL REVENUE SERVICE			1,094.94	01/26/2024	FICA240126103635CA	FICA Employee
				3,601.02	01/26/2024	FICA240126103635CD	FICA Employee
				367.25	01/26/2024	FICA240126103635ED	FICA Employee
				1,063.31	01/26/2024	FICA240126103635FD	FICA Employee
				2,773.37	01/26/2024	FICA240126103635FN	FICA Employee
				1,425.14	01/26/2024	FICA240126103635HR	FICA Employee
				3,607.72	01/26/2024	FICA240126103635IS	FICA Employee
				2,356.22	01/26/2024	FICA240126103635PD	FICA Employee
				29,463.23	01/26/2024	FICA240126103635PV	FICA Employee

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT</u>	<u>PROC</u>	<u>PO</u>	<u>NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
						1,008.20	01/26/2024	FICE240126103635CA	FICA Employer
						3,201.50	01/26/2024	FICE240126103635CD	FICA Employer
						367.25	01/26/2024	FICE240126103635ED	FICA Employer
						1,144.50	01/26/2024	FICE240126103635FD	FICA Employer
						2,773.37	01/26/2024	FICE240126103635FN	FICA Employer
						1,425.14	01/26/2024	FICE240126103635HR	FICA Employer
						3,604.91	01/26/2024	FICE240126103635IS	FICA Employer
						2,364.58	01/26/2024	FICE240126103635PD	FICA Employer
						29,862.75	01/26/2024	FICE240126103635PV	FICA Employer
						2,333.84	01/26/2024	FIT 240126103635CA	Federal Withholding Tax
						7,704.91	01/26/2024	FIT 240126103635CD	Federal Withholding Tax
						1,059.95	01/26/2024	FIT 240126103635ED	Federal Withholding Tax
						27,770.07	01/26/2024	FIT 240126103635FD	Federal Withholding Tax
						5,460.04	01/26/2024	FIT 240126103635FN	Federal Withholding Tax
						2,818.08	01/26/2024	FIT 240126103635HR	Federal Withholding Tax
						6,210.11	01/26/2024	FIT 240126103635IS	Federal Withholding Tax
						30,277.64	01/26/2024	FIT 240126103635PD	Federal Withholding Tax
						56,911.13	01/26/2024	FIT 240126103635PW	Federal Withholding Tax
						256.11	01/26/2024	MEDE240126103635C	Medicare Employee
						842.15	01/26/2024	MEDE240126103635C	Medicare Employee
						85.89	01/26/2024	MEDE240126103635E	Medicare Employee
						3,638.77	01/26/2024	MEDE240126103635FI	Medicare Employee
						648.58	01/26/2024	MEDE240126103635FI	Medicare Employee
						333.29	01/26/2024	MEDE240126103635H	Medicare Employee
						843.76	01/26/2024	MEDE240126103635IS	Medicare Employee
						4,454.45	01/26/2024	MEDE240126103635PI	Medicare Employee
						6,890.59	01/26/2024	MEDE240126103635P'	Medicare Employee
						235.82	01/26/2024	MEDR240126103635C	Medicare Employer
						748.72	01/26/2024	MEDR240126103635C	Medicare Employer
						85.89	01/26/2024	MEDR240126103635E	Medicare Employer
						3,657.77	01/26/2024	MEDR240126103635FI	Medicare Employer
						648.58	01/26/2024	MEDR240126103635FI	Medicare Employer
						333.29	01/26/2024	MEDR240126103635H	Medicare Employer
						843.10	01/26/2024	MEDR240126103635IS	Medicare Employer
						4,456.40	01/26/2024	MEDR240126103635P	Medicare Employer
						6,984.02	01/26/2024	MEDR240126103635P'	Medicare Employer
						<b>268,037.35</b>			
						<b>INTERNAL REVENUE SERVICE Total</b>			
<b>2639</b>	<b>STATE DISBURSEMENT UNIT</b>								

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				369.23	01/26/2024	000000486240126103€	IL Child Support Amount 1
				289.84	01/26/2024	000001225240126103€	IL Child Support Amount 1
				596.30	01/26/2024	000001244240126103€	IL Child Support Amount 1
				640.15	01/26/2024	000001412240126103€	IL Child Support Amount 1
				499.84	01/26/2024	000001527240126103€	IL Child Support Amount 1
				277.87	01/26/2024	000001539240126103€	IL Child Support Amount 1
	<b>STATE DISBURSEMENT UNIT Total</b>			<b>2,673.23</b>			
<b>2644</b>	<b>IMRF</b>			205,379.33	02/02/2024	020224	PAYROLL IMRF JANUARY 2024
	<b>IMRF Total</b>			<b>205,379.33</b>			
<b>2659</b>	<b>UTILITY SUPPLY &amp; CONSTRUCTION</b>						
			121401	647.87	01/25/2024	56791282	INVENTORY ITEMS
			121766	237.64	01/25/2024	56791629	INVENTORY ITEMS
			120493	669.70	01/25/2024	56792469	CUTTER WIRE EHS GREENLEE
			121278	4,913.16	01/25/2024	56792480	INVENTORY ITEMS
			121766	117.65	01/25/2024	56793075	INVENTORY ITEMS
	<b>UTILITY SUPPLY &amp; CONSTRUCTION Total</b>			<b>6,586.02</b>			
<b>2666</b>	<b>WINSTON ENGINEERING LLC</b>						
			119209	725.00	01/25/2024	0109CF1932	STOCKPILE 12/14-12/18/23
			119209	725.00	01/25/2024	1227CF1928	IEPA FORM 663
			119209	725.00	01/25/2024	1227CF1929	IEPA FORM 663
	<b>WINSTON ENGINEERING LLC Total</b>			<b>2,175.00</b>			
<b>2809</b>	<b>INTUITIVE CONTROL SYSTEMS LLC</b>						
			121983	4,500.00	01/25/2024	SIN038611	APP TRAFFIC SUITE/EQUIP MG
	<b>INTUITIVE CONTROL SYSTEMS LLC Total</b>			<b>4,500.00</b>			
<b>2825</b>	<b>PIZZO &amp; ASSOCIATES LTD</b>						
			119216	3,545.00	01/25/2024	3675	DL RESTORATION
	<b>PIZZO &amp; ASSOCIATES LTD Total</b>			<b>3,545.00</b>			
<b>2871</b>	<b>WHITTAKER CONSTRUCTION</b>						
			116115	498,554.65	01/25/2024	18-2024	2021 RIVERSIDE LIFT STATION
	<b>WHITTAKER CONSTRUCTION Total</b>			<b>498,554.65</b>			
<b>2897</b>	<b>RICHARD J PECK</b>						
			121725	2,400.00	01/25/2024	20240001	SOUND SYSTEM RENTAL

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	RICHARD J PECK Total			<u>2,400.00</u>			
2950	SAFETY SUPPLY ILLINOIS LLC		121604	43.27	01/25/2024	1902791261	COMFORT-BRITE LIME OVERAL
	SAFETY SUPPLY ILLINOIS LLC Total			<u>43.27</u>			
2963	RAYNOR DOOR AUTHORITY		121772	1,051.00	01/25/2024	96805	REOLACED ROLLER, CABLE & (
			121772	200.00	01/25/2024	96819	REPLACE DOOR
	RAYNOR DOOR AUTHORITY Total			<u>1,251.00</u>			
2990	HAWKINS INC		121710	4,241.80	01/25/2024	6654909	TANK GALLONS
			112	2,100.00	01/25/2024	6660063	CHLORINE - EPA
	HAWKINS INC Total			<u>6,341.80</u>			
3002	REDISHRED CHICAGO INC			180.87	01/25/2024	1316243	EXECUTIVE CONSOLE & BIN
	REDISHRED CHICAGO INC Total			<u>180.87</u>			
3030	FIRE SERVICE INC		121292	350.00	01/25/2024	IL-10174	PUMP TEST
			121292	350.00	01/25/2024	IL-10175	PUMP TEST
			121292	350.00	01/25/2024	IL-10176	PUMP TEST
			121292	350.00	01/25/2024	IL-10177	PUMP TEST
			121292	350.00	01/25/2024	IL-10178	PUMP TEST
			121292	350.00	01/25/2024	IL-10206	PUMP TEST
	FIRE SERVICE INC Total			<u>2,100.00</u>			
3086	R J ONEIL INC		121342	349,101.00	01/25/2024	84273-1	EQUIPMENT & BOND CONTRAC
	R J ONEIL INC Total			<u>349,101.00</u>			
3099	MIDWEST SALT LLC		111	2,990.00	01/25/2024	P471428	MVP INDUSTRIAL COARSE 986
			111	2,969.20	01/25/2024	P471648	MVP INDUSTRIAL COARSE
	MIDWEST SALT LLC Total			<u>5,959.20</u>			
3102	RUSH PARTS CENTERS OF ILLINOIS		121763	2,071.46	01/25/2024	3035405692	COOLER KIT & BOLT

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			121763	406.38	01/25/2024	3035463555	TUBE ASSY COOLANT
			121774	135.00	01/25/2024	3035527942	INVENTORY ITEMS
			121758	1,379.09	01/25/2024	3035587773	REGULATOR - DOOR GLASS
	<b>RUSH PARTS CENTERS OF ILLINOIS Total</b>			<b>3,991.93</b>			
<b>3106</b>	<b>CIVILTECH ENGINEERING INC</b>		119982	1,221.15	01/25/2024	53412	SERVICES 11/25/23-12/29/23
	<b>CIVILTECH ENGINEERING INC Total</b>			<b>1,221.15</b>			
<b>3131</b>	<b>VCNA PRAIRIE INC</b>		119179	1,240.63	01/25/2024	891360254	FLAT AIR MRWR - PS
	<b>VCNA PRAIRIE INC Total</b>			<b>1,240.63</b>			
<b>3148</b>	<b>CORNERSTONE PARTNERS</b>		119200	11,461.11	01/25/2024	CP32428	MOW & LEAF MULCHING
			119200	239.47	01/25/2024	CP32578	LATE FALL LEAF CLEAN UP
			119200	1,484.99	01/25/2024	CP32579	LATE FALL LEAF CLEANUP
	<b>CORNERSTONE PARTNERS Total</b>			<b>13,185.57</b>			
<b>3153</b>	<b>PEERLESS NETWORK INC</b>			4,381.86	01/25/2024	42345	ACCT # 1214530
	<b>PEERLESS NETWORK INC Total</b>			<b>4,381.86</b>			
<b>3263</b>	<b>MCCI LLC</b>		121930	30,140.03	01/25/2024	RN15758	SOFTWARE SUPPORT & SUBSC
	<b>MCCI LLC Total</b>			<b>30,140.03</b>			
<b>3288</b>	<b>FGM ARCHITECTS INC</b>		120366	10,609.76	01/25/2024	23-3824.01-5	POLICE FIRE RANGE 9/30-10/27
	<b>FGM ARCHITECTS INC Total</b>			<b>10,609.76</b>			
<b>3313</b>	<b>PETERSON AND MATZ INC</b>		121070	2,100.60	01/25/2024	102523CP	BLUE WHITE ARM ROLLER
	<b>PETERSON AND MATZ INC Total</b>			<b>2,100.60</b>			
<b>3315</b>	<b>IRON MOUNTAIN INC</b>		119576	595.97	01/25/2024	202813235	OFF TAPE STORAGE
	<b>IRON MOUNTAIN INC Total</b>			<b>595.97</b>			
<b>3413</b>	<b>GRAPHIC PRODUCTS INC</b>		121751	102.40	01/25/2024	2743965	DLC MATTE POLY

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	GRAPHIC PRODUCTS INC Total			<b>102.40</b>			
3469	HEALTH ENDEAVORS SC		120983	3,515.00	01/25/2024	9369	TESTING SERVICES
	HEALTH ENDEAVORS SC Total			<b>3,515.00</b>			
3472	SAFEGUARD BUSINESS SYSTEMS INC		121817	68.67	01/25/2024	2109389	1099R AND 1099G TAX FORMS
	SAFEGUARD BUSINESS SYSTEMS INC Total			<b>68.67</b>			
3540	SERVICE LIGHTING & ELECTRICAL		121802	792.94	01/25/2024	W03907118	HIGH PRESSURE
	SERVICE LIGHTING & ELECTRICAL Total			<b>792.94</b>			
3561	ADVANCED ELEVATOR COMPANY		119505	623.08	01/25/2024	55205	ELEVATOR MAINTENENCE
	ADVANCED ELEVATOR COMPANY Total			<b>623.08</b>			
3590	THERESE BARTH			500.00	01/25/2024	011724	WELLNESS INCENTIVE REIMBL
	THERESE BARTH Total			<b>500.00</b>			
3640	Daniel Mormino			66.46	01/25/2024	011224DM	CDL RENEWAL
	Daniel Mormino Total			<b>66.46</b>			
3655	C Maxfield Van De Mark			346.00	01/25/2024	122623	TITLES FOR VEH 5104 AND 520
	C Maxfield Van De Mark Total			<b>346.00</b>			
3678	MOTOROLA SOLUTIONS INC		119164	120.00	01/25/2024	8098620231204	8 WAVE CHARGES
	MOTOROLA SOLUTIONS INC Total			<b>120.00</b>			
3684	RESPECT TECHNOLOGY INC		120830	1,900.00	01/25/2024	20870	MONTHLY BILLING FOR JANUAI
	RESPECT TECHNOLOGY INC Total			<b>1,900.00</b>			
3787	VIKING BROS INC		115	12,069.88	01/25/2024	INV_2024-104	BINS CON/FRQ CA6&7
			115	1,699.31	01/25/2024	INV_2024-120	BINS FRQ CA7

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	VIKING BROS INC Total				<u>13,769.19</u>			
3805	EMPLOYEE BENEFITS CORP - ACH				5,315.56	01/31/2024	C98632-202401	FLEXIBLE SPENDING CLAIMS
	EMPLOYEE BENEFITS CORP - ACH Total				<u>5,315.56</u>			
3866	BECKY COURTNEY			121753	2,066.00	01/25/2024	212135	XAM 2800
	BECKY COURTNEY Total				<u>2,066.00</u>			
3882	CORE & MAIN LP			121665	457.92	01/25/2024	U093032	STRAPS
				121686	1,670.50	01/25/2024	U125854	INVENTORY ITEMS
				121665	371.00	01/25/2024	U154000	8 MJ TEE C153
				121686	445.00	01/25/2024	U195950	INVENTORY ITEMS
	CORE & MAIN LP Total				<u>2,944.42</u>			
3968	TRANSAMERICA CORPORATION				5,082.13	01/26/2024	RHFP240126103635PI	Retiree Healthcare Funding Pla
					1,370.99	01/26/2024	S115240126103635FD	Sect 115 Retiree Health Plan
	TRANSAMERICA CORPORATION Total				<u>6,453.12</u>			
3973	HSA BANK WIRE ONLY				364.58	01/26/2024	HSAF240126103635CI	Health Savings Plan - Family
					3,801.87	01/26/2024	HSAF240126103635FI	Health Savings Plan - Family
					100.00	01/26/2024	HSAF240126103635FI	Health Savings Plan - Family
					1,854.17	01/26/2024	HSAF240126103635HF	Health Savings Plan - Family
					1,787.08	01/26/2024	HSAF240126103635IS	Health Savings Plan - Family
					2,268.14	01/26/2024	HSAF240126103635PI	Health Savings Plan - Family
					983.74	01/26/2024	HSAF240126103635PI	Health Savings Plan - Family
					202.08	01/26/2024	HSAS240126103635CI	Health Savings - Self Only
					160.42	01/26/2024	HSAS240126103635CI	Health Savings - Self Only
					1,418.34	01/26/2024	HSAS240126103635FI	Health Savings - Self Only
					852.09	01/26/2024	HSAS240126103635PI	Health Savings - Self Only
					795.84	01/26/2024	HSAS240126103635PI	Health Savings - Self Only
	HSA BANK WIRE ONLY Total				<u>14,588.35</u>			
3994	NORMAN MICRO LAMPS INC			119033	71.60	01/25/2024	770754	LIGHTING SUPPLIES
				121825	107.40	01/25/2024	770962	INVENTORY ITEMS

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	NORMAN MICRO LAMPS INC Total				<u>179.00</u>			
4019	VECTOR STOMP INC			121289	169.00	01/25/2024	IN-012019	WELL # 13 SERVICE & SET UP
	VECTOR STOMP INC Total				<u>169.00</u>			
4020	TREES R US INC			119331	20,926.08	01/25/2024	27632	2023 BRUSH COLLECTION SER
	TREES R US INC Total				<u>20,926.08</u>			
4074	AMAZON CAPITAL SERVICES INC			121850	47.40	01/25/2024	11DN-DKL3-4WN9	HEX WASHER HEAD
				121925	51.96	01/25/2024	11QJ-VXF6-146F	12 VOLT AUTO RELAY
				121821	75.72	01/25/2024	11VK-GJMJ-4WYX	OFFICE SUPPLIES IS DEPT
				121696	277.13	01/25/2024	131P-1GQ7-D36H	MISC SUPPLIES
				119168	59.49	01/25/2024	13KV-DCXW-VDFV	SPACE HEATER
					314.97	01/25/2024	14VT-FQYQ-1Q6H	CREDIT MEMO 1M7D-GNNF-MV
				121921	27.96	01/25/2024	161Q-6W6D-P9LT	PROPANE ADAPTER
				121849	59.39	01/25/2024	161Q-VH1D-3NWC	MISC SUPPLIES
				119112	70.64	01/25/2024	161X-3WMG-JKRJ	OFFICE SUPPLIES
					-15.99	01/25/2024	16V9-FYY4-7Q7X	CREDIT ORG INV # 1TVL-YDNR
				121868	469.00	01/25/2024	16XD-CCPC-NDNJ	SNOW SUPPLIES
				121928	55.23	01/25/2024	17RG-3Q6K-WHRN	SS 3/4 GARDEN HOSE
				119112	25.09	01/25/2024	196C-G4MR-7H1R	OFFICE SUPPLIES
				121893	208.70	01/25/2024	1CJM-9GPY-79WT	INVENTORY ITEMS
				119168	109.11	01/25/2024	1CJM-9GPY-JPJN	OFFICE SUPPLIES
				119112	24.63	01/25/2024	1CMT-HLJ1-7KJQ	OFFICE SUPPLIES
				121935	7.29	01/25/2024	1CPY-QQG1-JTXX	POWER CORD SPLITTER CABL
				119112	93.58	01/25/2024	1F7Q-Y3MQ-141N	OFFICE SUPPLIES
				119168	16.99	01/25/2024	1GHC-RHPW-76RF	OFFICE SUPPLIES
				119112	57.94	01/25/2024	1GHC-RHPW-WFJD	DESK PAD CALENDAR
				119112	76.49	01/25/2024	1GPH-VKY6-6NYQ	OFFICE SUPPLIES
				119112	108.94	01/25/2024	1GV3-V6NH-6JPC	COMPUTER SUPPLIES
				121949	257.78	01/25/2024	1K9P-D4QW-LPXR	INVENTORY ITEMS
				121479	176.36	01/25/2024	1L9Q-J3NV-M7DD	DRIVER/OPERATOR PUMP
				119112	33.49	01/25/2024	1MCX-WDPD-DTDD	OFFICE SUPPLIES
				119112	59.99	01/25/2024	1MWY-6Q4R-K6MH	OFFICE SUPPLIES
					-15.99	01/25/2024	1PGM-LMTP-7R6P	CREDIT ORG INV # 1TVL-YDNR
				121811	47.97	01/25/2024	1TVL-YDNR-F9PH	GOVALVE SHUT OFF VALVE



<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>
			120679	714.08	01/25/2024	1V94-7FQ1-44QV	BLDG CONSTRUCTION SERVIC
			121970	43.53	01/25/2024	1WXX-FCJQ-1GN6	PAPERAGE CALENDARS
			119112	44.99	01/25/2024	1WYD-TQ3R-FX16	OFFICE SUPPLIES
				-15.99	01/25/2024	1XGP-1QX1-94ND	CREDIT ORG INV # 1TVL-YDNR
			121849	12.98	01/25/2024	1XMG-3C3H-KPTF	NAME TAG STICKERS
	<b>AMAZON CAPITAL SERVICES INC Total</b>			<b>3,580.85</b>			
<b>4142</b>	<b>INTELLIAS INC</b>		120275	925.00	01/25/2024	13936	CRYSTAL SERVER UPGRADE E
	<b>INTELLIAS INC Total</b>			<b>925.00</b>			
<b>4144</b>	<b>GARTNER INC</b>		121720	48,000.00	01/25/2024	1221656	IT LEADERS ACCESS ADVISOR
	<b>GARTNER INC Total</b>			<b>48,000.00</b>			
<b>4174</b>	<b>UNIFIRST CORPORATION</b>		119320	136.31	01/25/2024	1320096491	UNIFORMS
			119320	136.31	01/25/2024	1320098038	UNIFORMS
	<b>UNIFIRST CORPORATION Total</b>			<b>272.62</b>			
<b>4242</b>	<b>MID AMERICA ENERGY SERVICES</b>		119243	7,776.85	01/25/2024	23255	1124 S 11TH ST WATER MAIN RI
			119242	5,184.49	01/25/2024	23256	VALVE REPLC-1060 INDEOENDI
			119242	6,081.30	01/25/2024	23257	VALVE REPLC-1801 CUMBERLA
			119242	6,146.30	01/25/2024	23258	VALVE REPLACE-1798 CUMBEF
	<b>MID AMERICA ENERGY SERVICES Total</b>			<b>25,188.94</b>			
<b>4282</b>	<b>ST CHARLES BUSINESS ALLIANCE</b>			58,216.66	01/25/2024	FY2024	SSA & MOTEL TAX MONTHLY DI
	<b>ST CHARLES BUSINESS ALLIANCE Total</b>			<b>58,216.66</b>			
<b>4292</b>	<b>GARDA CL GREAT LAKES INC</b>			345.53	01/25/2024	10764727	CASHLINK-SMART SERVICE
	<b>GARDA CL GREAT LAKES INC Total</b>			<b>345.53</b>			
<b>4352</b>	<b>ZORO TOOLS INC</b>		121771	104.34	01/25/2024	INV13510672	ADHESIVE
			121782	54.39	01/25/2024	INV13542336	OCCUPANCY SENSOR
			121831	81.25	01/25/2024	INV13543650	OCCUPANCY SENSOR

<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>
	ZORO TOOLS INC Total			<u>239.98</u>			
4377	MACQUEEN EQUIPMENT LLC		119055	1,196.22	01/25/2024	P26269	PARTS FOR FLEET
	MACQUEEN EQUIPMENT LLC Total			<u>1,196.22</u>			
4381	CULLIGAN TRI CITY		119515	79.80	01/25/2024	28333	WATER BOTTLE - CENTURY ST,
			119591	472.92	01/25/2024	28334	WATER PUBLIC WORKS
			119515	200.28	01/25/2024	28337	BOTTLE WATER - CITY HALL
	CULLIGAN TRI CITY Total			<u>753.00</u>			
4384	DACRA ADJUDICATION SYSTEMS LLC			-1,622.25	01/25/2024	CM-DT2023-11-111	CREDITS INVOICE DT2023-11-1
				1,622.25	01/25/2024	DT 2023-12-110	MONTHLY SERVICE FEE
	DACRA ADJUDICATION SYSTEMS LLC Total			<u>0.00</u>			
4452	ELEVATOR INSPECTION SERVICE		121779	350.00	01/25/2024	120741	INSPECTION - 1ST ST PARKING
	ELEVATOR INSPECTION SERVICE Total			<u>350.00</u>			
4456	FEHR GRAHAM & ASSOCIATES LLC		116816	2,495.25	01/25/2024	118891	KAUTZ RD CONSTRUCTION
			114600	-2,669.00	01/25/2024	119808A	WELL 4 WELLHEAD MIDIFICATI
			114600	177.00	01/25/2024	119808B	WELL #4 WELLHEAD
			119959	-2,613.50	01/25/2024	119811B	LSLR COMP PLAN
			119725	2,613.50	01/25/2024	119811B-POCORRECT	INTERNAL PO CORRECTION
			120750	16,127.50	01/25/2024	119811E	PRAIRIE ST WATER
			117887	2,718.00	01/25/2024	120174	DESIGN AND PERMITTING
			117915	7,055.50	01/25/2024	120174A	DESIGN AND PERMITTING
			119725	3,718.00	01/25/2024	120174B	LSLR COMP PLAN
			119959	18,524.50	01/25/2024	120174C	EASTERN INTERCEPTOR PHAS
			117233	14,202.75	01/25/2024	120174D	4TH ST WM REPLACEMENT
	FEHR GRAHAM & ASSOCIATES LLC Total			<u>62,349.50</u>			
4473	BRAD MANNING FORD INC		119038	12.10	01/25/2024	234339	SEAL
	BRAD MANNING FORD INC Total			<u>12.10</u>			
4478	MECHANICAL 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>
			121773	843.06	01/25/2024	CHI194393	BOILER OFF FLAME FAILURE
			121773	1,096.21	01/25/2024	CHI194394	GARAGE SERVICE SINK
			121340	2,955.00	01/25/2024	CHI194581	POLICE DEPT REPAIR
			121938	1,845.08	01/25/2024	CHI194582	BOILER AT HIGH WATER PRESS
			121481	229.00	01/25/2024	CHI194583	LOCK OUT REPAIR PW BLOWEI
			121938	2,882.48	01/25/2024	CHI194584	ROD URINAL-PW LOCKER ROO
			121961	5,047.00	01/25/2024	CHI194698	BACKFLOW TESTING
			121938	904.33	01/25/2024	CHI194699	VALVE IN MAIN - LEAKING
			121938	368.00	01/25/2024	CHI194700	NO HEAT FOR WASTEWATER S
			121938	924.00	01/25/2024	CHI194701	ROD LAUNDRY DRAIN
	<b>MECHANICAL INC Total</b>			<b>17,094.16</b>			
<b>4545</b>	<b>TPI BUILDING CODE CONSULTANTS</b>						
			119623	5,395.00	01/25/2024	202312	CONSULTING SERVICES
	<b>TPI BUILDING CODE CONSULTANTS Total</b>			<b>5,395.00</b>			
<b>4585</b>	<b>Jacob Johns</b>						
				41.00	01/25/2024	011724JJ	LICENSE RENEWAL PARAMEDI
	<b>Jacob Johns Total</b>			<b>41.00</b>			
<b>4592</b>	<b>FOUR KITCHENS LLC</b>						
			121073	3,250.00	01/25/2024	4226	INET AND CODEBOOK
	<b>FOUR KITCHENS LLC Total</b>			<b>3,250.00</b>			
<b>4600</b>	<b>AMERICAN ENERGY ANALYSIS INC</b>						
			121956	2,598.00	01/25/2024	24403	RIVERSIDE DRIVE LABOR
	<b>AMERICAN ENERGY ANALYSIS INC Total</b>			<b>2,598.00</b>			
<b>4604</b>	<b>TRUE BLUE CAR WASH LLC</b>						
			119128	78.00	01/25/2024	INV-5183	DECEMBER CAR WASH POLICE
	<b>TRUE BLUE CAR WASH LLC Total</b>			<b>78.00</b>			
<b>4630</b>	<b>CIVES CORPORATION</b>						
			121777	632.61	01/25/2024	240005P	ABL HEATED LED PLOW KIT
	<b>CIVES CORPORATION Total</b>			<b>632.61</b>			
<b>4632</b>	<b>LAKESIDE INTERNATIONAL LLC</b>						
			119046	76.65	01/25/2024	7252251P	SEAL KIT
			121762	863.78	01/25/2024	7252258P	VALVE SUSTAINAB

<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					
	LAKESIDE INTERNATIONAL LLC Total		<b>940.43</b>			
4635	HERC RENTALS INC	120899	5,300.00	01/25/2024	34145693-003	TRUCK DUMP 12-14 YD AUTO D
	HERC RENTALS INC Total		<b>5,300.00</b>			
4659	Jason Welch		255.00	01/25/2024	012224JW	PRESCRIPTION SUNGLASSES I
	Jason Welch Total		<b>255.00</b>			
4672	A5 GROUP INC	119594	2,100.00	01/25/2024	24-0112	COMMUNICATION SERVICE
	A5 GROUP INC Total		<b>2,100.00</b>			
4696	Scott Pini		66.46	01/25/2024	012224SP	CDL LICENSE REIMBURSEMEN
	Scott Pini Total		<b>66.46</b>			
4715	IPBC		434,341.03	02/01/2024	020124	IPBC BENEFIT COOPERATIVE
	IPBC Total		<b>434,341.03</b>			
4765	EWING SAFETY AND INDUSTRIAL	121744	550.32	01/25/2024	28074	INVENTORY ITEMS
		121809	388.61	01/25/2024	28216	INVENTORY ITEMS
	EWING SAFETY AND INDUSTRIAL Total		<b>938.93</b>			
4783	ST CHARLES PROF FIREFIGHTERS		1,717.60	01/26/2024	UNF 240126103635FD	Union Dues - IAFF
	ST CHARLES PROF FIREFIGHTERS Total		<b>1,717.60</b>			
4803	Derek Mortensen		20.00	01/25/2024	012324DM	REGISTER FOR SPRING SEME
	Derek Mortensen Total		<b>20.00</b>			
4804	Daniel Kray		41.00	01/25/2024	012224DK	PARAMEDIC LICENSES RENEW
	Daniel Kray Total		<b>41.00</b>			
4813	COMMERCIAL TIRE SERVICES INC	121769	1,662.10	01/25/2024	2220085088	INVENTORY ITEMS

<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>
			119044	130.00	01/25/2024	9980004877	DISPOSAL FEE
			121684	1,583.45	01/25/2024	9980004878	INVENTORY ITEMS
	<b>COMMERCIAL TIRE SERVICES INC Total</b>			<b>3,375.55</b>			
<b>4825</b>	<b>SAMUEL A BONILLA III</b>			585.00	01/25/2024	23-12	ADJUDICATION HEARING OFFIC
	<b>SAMUEL A BONILLA III Total</b>			<b>585.00</b>			
<b>4827</b>	<b>CONCENTRIC INTEGRATION LLC</b>		120611	452.50	01/25/2024	0254384	SCADA IMPROVEMENT
	<b>CONCENTRIC INTEGRATION LLC Total</b>			<b>452.50</b>			
<b>4834</b>	<b>KATHRYN E VANN</b>			500.00	01/25/2024	011724	WELLNESS INCENTIVE REIMBL
	<b>KATHRYN E VANN Total</b>			<b>500.00</b>			
<b>4859</b>	<b>LANDSCAPE MATERIAL</b>		114	6,325.00	01/25/2024	42518	HAULING
			114	3,740.00	01/25/2024	42520	HAULING 12/29/23
			119204	2,400.00	01/25/2024	42524	BACKFILL/SPOILS/DUMP/CONC
	<b>LANDSCAPE MATERIAL Total</b>			<b>12,465.00</b>			
<b>4860</b>	<b>STEVE PIPER AND SONS INC</b>		120532	10,221.05	01/25/2024	22226	MUNICIPAL TREE REMOVAL
			120532	6,165.75	01/25/2024	22238	TREE WORK
	<b>STEVE PIPER AND SONS INC Total</b>			<b>16,386.80</b>			
<b>4865</b>	<b>OMEGA SERVICES INC</b>		119589	800.00	01/25/2024	705	WINDOW CLEANED-PARKING C
			119589	600.00	01/25/2024	706	WINDOW CLEANED-CITY HALL
			119589	240.00	01/25/2024	707	WINDOW CLEANING-POLICE DI
	<b>OMEGA SERVICES INC Total</b>			<b>1,640.00</b>			
<b>4870</b>	<b>HD SUPPLY INC</b>		121835	5,115.31	01/25/2024	INV00240050	MISC SUPPLIES
	<b>HD SUPPLY INC Total</b>			<b>5,115.31</b>			
<b>4874</b>	<b>RADIOTRONICS INC</b>		121847	168.00	01/25/2024	290124	ACC WATCHDOG SERVICE
	<b>RADIOTRONICS INC Total</b>			<b>168.00</b>			

<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>
4884	GENSERVE LLC		121282	1,097.52	01/25/2024	0399296-IN	REPLACED HEATER
	GENSERVE LLC Total			<b>1,097.52</b>			
4885	COLLIFLOWER INC		119054	45.96	01/25/2024	02216163	FLEET PARTS
			120889	199.16	01/25/2024	02216572	MISC PARTS AND EQUIPMENTS
			119054	300.87	01/25/2024	02218576	HOSE ASSEMBLY
	COLLIFLOWER INC Total			<b>545.99</b>			
4927	KELLEY CHEVROLET INC		122062	43,450.00	01/30/2024	MUN-23-439	2023 TAHOE FIRE DEPT
	KELLEY CHEVROLET INC Total			<b>43,450.00</b>			
4941	SITEONE LANDSCAPE SUPPLY LLC		121732	9.62	01/25/2024	137365374-001	POLY INSERT COUPLING
	SITEONE LANDSCAPE SUPPLY LLC Total			<b>9.62</b>			
4944	Mary McCausland			46.54	01/25/2024	012324MM	POSTAGE/PKG FOR ENVIRONM
	Mary McCausland Total			<b>46.54</b>			
4984	SEL ENGINEERING SERVICES INC		121609	5,000.00	01/25/2024	61267	SEL-651R FORM 6 PROTECTION
	SEL ENGINEERING SERVICES INC Total			<b>5,000.00</b>			
5021	RENEW PC INC		121660	9,219.22	01/25/2024	23-2475	COMPUTER SUPPLIES
	RENEW PC INC Total			<b>9,219.22</b>			
5022	MIDWEST TINT & VINYL		121662	1,400.00	01/29/2024	956	WINDOW TINT SERVICE
	MIDWEST TINT & VINYL Total			<b>1,400.00</b>			
999001442	PATRICK HADDON			150.00	01/25/2024	011524	REIMBURSEMENT MFT PROGR
	PATRICK HADDON Total			<b>150.00</b>			
999001443	FOX VALLEY IPIA-BRUCE PERSON			30.00	01/25/2024	012324	ANNUAL MEMBERSHIP DUES

<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>
	FOX VALLEY IPIA-BRUCE PERSON	Total		<u>30.00</u>			
		<u>Grand Total:</u>		<u>3,180,597.36</u>			

The above expenditures have been approved for payment:

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

**CITY OF ST. CHARLES**

## January 2024

## Budget Revision Listing

[illegible]



## CITY OF ST. CHARLES

### Budget Revision Listing

## January 2024

[illegible]

CITY OF ST. CHARLES  
Budget Revision Listing

January 2024

JE TYPE	JE #	BUDGET #	COMPANY	FISCAL YEAR	PERIOD	DATE	ACCT-UNIT	ACCOUNT	AMOUNT	DESCRIPTION
Budget Addition	74	100	1000	2024	9	01/31/2024	100220	52101	\$ 200.00	Business meals
Budget Addition	74	100	1000	2024	9	01/31/2024	100900	31199	\$ (200.00)	Business meals
Budget Addition	74	100	1000	2024	9	01/31/2024	220551	54450	\$ 14,351.00	Air Handling Unit - WWTP
Budget Addition	74	100	1000	2024	9	01/31/2024	220900	31199	\$ (14,351.00)	Air Handling Unit - WWTP
Budget Addition	74	100	1000	2024	9	01/31/2024	210541	54463	\$ 186,050.00	Annual valve and leak surveys
Budget Addition	74	100	1000	2024	9	01/31/2024	210900	31199	\$ (186,050.00)	Annual valve and leak surveys
74 Total									\$ -	
Grand Total									\$ -	

The revisions shown herewith have been approved by the City Council, except as noted below.

Chairman, Government Operations Committee

Date


Vice Chairman, Government Operations Committee


Date

Finance Director

Date

Exceptions:

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		<b>Agenda Item number: II</b>
	<b>Title:</b>	Recommendation from Mayor Lora Vitek to approve the appointment of Conrad Newell, Brian Pohrte, Ald. Ryan Bongard, Ald. Paul Lencioni and Ald. Bryan Wirball to the Dam Task Force.	
	<b>Presenter:</b>	Mayor Vitek	
<b>Meeting:</b> City Council		<b>Date:</b> February 20, 2024	
<b>Proposed Cost:</b> \$		<b>Budgeted Amount:</b> \$	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> Choose an item.			
<b>Executive Summary</b> (if not budgeted, please explain):  Concurrent to the passage of Resolution Creating a Task Force Regarding the Impact of the St. Charles Dam, Mayor Vitek recommends the appointment of Conrad Newell, Brian Pohrte, Ald. Ryan Bongard, Ald. Paul Lencioni and Ald. Bryan Wirball to the Dam Task Force.			
<b>Attachments</b> (please list): Resume			
<b>Recommendation/Suggested Action</b> (briefly explain):  Recommendation from Mayor Lora Vitek to approve the appointment of Conrad Newell, Brian Pohrte, Ald. Ryan Bongard, Ald. Paul Lencioni and Ald. Bryan Wirball to the Dam Task Force.			

 CITY OF ST. CHARLES ILLINOIS • 1834	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: IIIA1
	Title:	<b>Motion to Approve an Ordinance Amending Title 13, “Public Utilities, Chapter 13.12 “Sewer” of the St. Charles Municipal Code to Allow for Changes in the Rate Structure for the Sewer Utility</b>	
	Presenter:	<b>Bill Hannah, Director of Finance</b>	
<b>Meeting:</b> City Council		<b>Date:</b> February 20, 2024	
<b>Proposed Cost:</b> \$ <i>N/A</i>		<b>Budgeted Amount:</b> N/A	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> None			
<p><b>Executive Summary</b> (if not budgeted, please explain):</p> <p><i>At the February 5, 2024 Government Operations Committee (GOC) meeting, the attached Ordinance to amend Title 13.12 “Sewer” of the St. Charles Municipal Code to allow for changes in the rate structure for the water utility was approved. The Ordinance now is on the agenda for final approval by the City Council. Below is the information provided to the GOC.</i></p> <p>At the January 22, 2024 Winter Budget Workshop, a presentation was provided on the increasing cost of Water and Sewer Fund operations, annual debt service requirements due to new IEPA loans necessary to complete critical capital projects, and other capital project needs requiring funding.</p> <p>As conveyed at the Workshop, although a significant rate increase is needed to address the funding needs in the Water and Sewer Funds, staff recognizes that a significant increase may be difficult for many customers. Instead, staff proposed as one option a series of moderate, 5% water and sewer rate increases over a four-year period effective for bills issued after June 1<sup>st</sup> of 2024 and each June 1<sup>st</sup> through 2027. These increases would provide some of the funding needed for operations and annual debt service requirements, and provide some additional funds for capital improvements to the systems. As part of this plan, staff will also look into supplementing, if necessary, the Water and Sewer Funds with other City resources in order to ensure critical capital projects necessary for system capacity and replacement continue moving forward.</p> <p>Approval of multi-year rate increases allows the City to better plan for the funding of operations, debt service, and capital needs for the water and sewer funds.</p> <p>The City is currently working with consultants to complete a facility master plan for the electric, water and sewer utilities. It is anticipated that these studies will be completed in fiscal year 2025. The City then plans to evaluate options and proposals for a comprehensive utility rate study in order to develop rate options and structure for the future.</p> <p>No rate increases are recommended at this time for the electric utility. The last time the City increased electric rates was five (5) years ago in 2019. The financial impact of a 5% water and sewer rate increase</p>			

on a current typical utility bill with electric, water and sewer of \$270 is about \$7 per month, or an increase of about 2.8% overall on the monthly utility bill.

**Attachments** (please list):

**Ordinance Amending Title 13, "Public Utilities, Chapter 13.12 "Sewer" of the St. Charles Municipal Code to Allow for Changes in the Rate Structure for the Sewer Utility**

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

**Motion to Approval an Ordinance Amending Title 13, "Public Utilities, Chapter 13.12 "Sewer" of the St. Charles Municipal Code to Allow for Changes in the Rate Structure for the Sewer Utility**

**City of St. Charles, Illinois**  
**Ordinance No. 2024-M-\_\_\_\_\_**

**An Ordinance Amending Title 13, “Public Utilities,” Chapter 13.12, “Sewers,” Sections 13.12.830, “Charges for Residential Uses,” and 13.12.840, “User Charges for Metered Water Consumption and Nonresidential Use,” of the St. Charles Municipal Code**

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

Section 1. That Title 13, “Public Utilities,” Section 13.12.830, “Charges for Residential Users,” and Section 13.12.840, “User Charges for Metered Water Consumption and Nonresidential Use,” are hereby deleted in their entirety and in lieu thereof the following language shall be substituted:

“13.12.830 Charges for Residential Users

A. The residential sewer user charge shall be as follows:

1. The following rates shall be charged monthly for sewer service to all residential users of City sewers, based upon metered water consumption effective for bills issued subsequent to June 1 of the following years, with a maximum sewer charge not to exceed 130% of a residential user’s winter quarter water usage average. The residential user’s “winter quarter” water usage shall be defined as the water that is billed to the user in the months of January, February, and March. When the 130% calculation produces a fractional result, the customer maximum will be raised to the next whole number.

<u>Charge</u>	<u>Current</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Monthly Demand	\$23.01	\$24.16	\$25.37	\$26.64	\$27.97
Usage, per 1,000 gallons of water used	\$7.29	\$7.65	\$8.03	\$8.43	\$8.85

2. Residential users in a building with more than one dwelling unit and with each unit having a sewer connection but no city water meter shall be charged the existing residential sewer demand charge per month. Sewer usage charge shall be billed to the customer billed for the water service and shall be based on the water used at the existing residential sewer rate per one thousand gallons.
3. Residential users in a building with only one dwelling unit with sewer connection but no city water purchases shall be charged for

- eight thousand gallons of usage at the existing residential rate per one thousand gallons plus the existing demand charge per month.
4. For new or recently constructed residential buildings or other customers which have a water meter and incomplete history of water consumption during a winter quarter, the existing residential rate per thousand gallons plus the existing demand charge per month shall be applied to their metered water consumption until the completion of a winter quarter.
  5. A fee is hereby imposed upon all residential users of City sewers for the purpose of funding various projects required to comply with mandatory standards promulgated by the United States and the Illinois Environmental Protection Agencies. This fee, termed "EPA Mandate Fee," will be set at a flat rate of two dollars and seventy-five cents (\$2.75) per month."

"13.12.840 User Charges for Metered Water Consumption and Nonresidential Use

A. The non-residential sewer user charge shall be as follows:

1. The following rates shall be charged monthly for sewer service to all non-residential users of City sewers based upon metered water consumption effective for bills issued subsequent to June 1 of the following years:

<u>Charge</u>	<u>Current</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Monthly Demand	\$23.01	\$24.16	\$25.37	\$26.64	\$27.97
Usage, per 1,000 gallons of water used	\$7.29	\$7.65	\$8.03	\$8.43	\$8.85

2. The following rates shall be charged monthly for sewer service to all non-residential users of City sewers where water consumption does not reflect the actual quantity of wastewater tributary to the wastewater treatment works effective for bills issued subsequent to June 1 of the following years:

<u>Charge</u>	<u>Current</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Monthly Demand	\$23.01	\$24.16	\$25.37	\$26.64	\$27.97
Usage, per gallons of wastewater actually discharged into the sewer system	\$7.29	\$7.65	\$8.03	\$8.43	\$8.85

3. Non-residential users in a building with more than one non-residential unit and with each unit having a sewer connection but no city water meter shall be charged the existing non-residential sewer demand charge per month. Sewer usage charge shall be billed to the customer billed for the water service and shall be based on the water used at the existing non-residential sewer rate per one thousand gallons.
4. Non-residential users in a building with no water purchases and a sewer connection without flow measurement equipment shall be charged the existing non-residential sewer demand charge per month, plus a user charge equivalent to six thousand gallons of usage at the existing non-residential sewer use rate per one thousand gallons. Non-residential users may be required to install flow measurement equipment pursuant to the conditions set forth in Section 13.12.940B.
5. A fee is hereby imposed upon all non-residential users of City sewers for the purpose of funding various projects required to comply with mandatory standards promulgated by the United States and the Illinois Environmental Protection Agencies. This fee, termed "EPA Mandate Fee", will be set at a flat rate of two dollars and seventy-five cents (\$2.75) per month."

Section 2. That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval and publication in pamphlet form as provided by law; provided, however, that the rates set forth herein effective for 2024 and thereafter shall be effective for the first billing period subsequent to June 1, 2024.

Section 3. That after the adoption and approval hereof this Ordinance shall (i) be printed or published in book or pamphlet form, published by the authority of the Council, or (ii) within thirty (30) days after the adoption and approval hereof, be published in a newspaper with a general circulation within the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_\_ day of February, 2024.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_\_ day of February, 2024.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_\_ day of February, 2024.

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Lora Vitek, Mayor

ATTEST:



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

Page 4


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

COUNCIL VOTE:

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

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

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

 CITY OF ST. CHARLES ILLINOIS • 1834	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: IIIA2
	Title:	<b>Motion to Approve an Ordinance Amending Title 13, “Public Utilities, Chapter 13.16 “Water” of the St. Charles Municipal Code to Allow for Changes in the Rate Structure for the Water Utility</b>	
	Presenter:	<b>Bill Hannah, Director of Finance</b>	
<b>Meeting:</b> City Council		<b>Date:</b> February 20, 2024	
<b>Proposed Cost:</b> \$ <i>N/A</i>		<b>Budgeted Amount:</b> N/A	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> None			
<p><b>Executive Summary</b> (if not budgeted, please explain):</p> <p><i>At the February 5, 2024 Government Operations Committee (GOC) meeting, the attached Ordinance to amend Title 13.16 “Water” of the St. Charles Municipal Code to allow for changes in the rate structure for the water utility was approved. The Ordinance now is on the agenda for final approval by the City Council. Below is the information provided to the GOC.</i></p> <p>At the January 22, 2024 Winter Budget Workshop, a presentation was provided on the increasing cost of Water and Sewer Fund operations, annual debt service requirements due to new IEPA loans necessary to complete critical capital projects, and other capital project needs requiring funding.</p> <p>As conveyed at the Workshop, although a significant rate increase is needed to address the funding needs in the Water and Sewer Funds, staff recognizes that a significant increase may be difficult for many customers. Instead, staff proposed as one option a series of moderate, 5% water and sewer rate increases over a four-year period effective for bills issued after June 1<sup>st</sup> of 2024 and each June 1<sup>st</sup> through 2027. These increases would provide some of the funding needed for operations and annual debt service requirements, and provide some additional funds for capital improvements to the systems. As part of this plan, staff will also look into supplementing, if necessary, the Water and Sewer Funds with other City resources in order to ensure critical capital projects necessary for system capacity and replacement continue moving forward.</p> <p>Approval of multi-year rate increases allows the City to better plan for the funding of operations, debt service, and capital needs for the water and sewer funds.</p> <p>The City is currently working with consultants to complete a facility master plan for the electric, water and sewer utilities. It is anticipated that these studies will be completed in fiscal year 2025. The City then plans to evaluate options and proposals for a comprehensive utility rate study in order to develop rate options and structure for the future.</p> <p>No rate increases are recommended at this time for the electric utility. The last time the City increased electric rates was five (5) years ago in 2019. The financial impact of a 5% water and sewer rate increase</p>			

on a current typical utility bill with electric, water and sewer of \$270 is about \$7 per month, or an increase of about 2.8% overall on the monthly utility bill.

**Attachments** (please list):

**Ordinance Amending Title 13, "Public Utilities, Chapter 13.16 "Water" of the St. Charles Municipal Code to Allow for Changes in the Rate Structure for the Water Utility**

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

**Seeking Discussion and Approval of an Ordinance Amending Title 13, "Public Utilities, Chapter 13.16 "Water" of the St. Charles Municipal Code to Allow for Changes in the Rate Structure for the Water Utility**

**City of St. Charles, Illinois**  
**Ordinance No. 2024-M-\_\_\_\_\_**

**An Ordinance Amending Title 13, “Public Utilities,” Chapter 13.16, “Water,”  
Section 13.16.190, “Net Charges for Property with Buildings Connected to  
System,” of the St. Charles Municipal Code**

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

Section 1. That Title 13, “Public Utilities”, Chapter 13.16, “Water,” Section 13.16.190, “Net Charges for Property with Buildings Connected to System,” of the St. Charles Municipal Code, is hereby deleted in its entirety and in lieu thereof the following language shall be substituted:

“13.16.190 Net Charges for Property with Buildings Connected to System

All property upon which any building has been or may be hereafter erected having a connection with the water system shall pay the following charges:

1. Customer Charge. The following monthly customer charge is for all general service water customers effective for bills issued subsequent to June 1 of the following years:

<u>Meter Size</u>	<u>Current</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
3/4” and under	\$12.97	\$13.62	\$14.30	\$15.02	\$15.77
1”	\$16.72	\$17.56	\$18.44	\$19.36	\$20.33
1-1/4”	\$20.31	\$21.33	\$22.40	\$23.52	\$24.70
1-1/2”	\$23.38	\$24.55	\$25.78	\$27.07	\$28.42
2”	\$31.57	\$33.15	\$34.81	\$36.55	\$38.38
3”	\$50.17	\$52.68	\$55.31	\$58.08	\$60.96
4”	\$76.56	\$80.39	\$84.41	\$88.63	\$93.06
7-1/2”	\$206.38	\$216.70	\$227.54	\$238.92	\$250.87

2. Water Charge. The following monthly water rates apply to all customers effective for bills issued subsequent to June 1 of the following years:

<u>Water Charge</u>	<u>Current</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Base Rate per 1000 gallons	\$5.44	\$5.71	\$6.00	\$6.30	\$6.62
Excess Seasonal Rate per 1000 gallons*	\$9.30	\$9.77	\$10.26	\$10.77	\$11.31

\*Excess Seasonal Water Rate applies to water use that is billed to the customer starting in the month of June and the next four succeeding months.

The excess seasonal water rate applies to water used during the above period which is greater than 130 percent of the monthly average of water used during the winter quarter and which is greater than 6,500 gallons per month usage. All other water is billed at the base rate. New customers who have no history of water consumption during the winter quarter will be billed on the basis of actual consumption at the base rate until a winter average is determined.

Section 2. That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval and publication in pamphlet form as provided by law; provided, however, that the rates set forth herein effective for 2024 and thereafter shall be effective for the first billing period subsequent to June 1, 2024.

Section 3. That after the adoption and approval hereof this Ordinance shall (i) be printed or published in book or pamphlet form, published by the authority of the Council, or (ii) within thirty (30) days after the adoption and approval hereof, be published in a newspaper with a general circulation within the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_\_ day of February, 2024.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_\_ day of February, 2024.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_\_ day of February, 2024.

\_\_\_\_\_  
Lora Vitek, Mayor

ATTEST:


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

COUNCIL VOTE:

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

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

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

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item Number: IIIA3
	Title:	Recommendation to approve an Ordinance Amending Ordinance No. 2023-M-17 with Regard to the Deferred Imposition of a Municipal Push Tax on Plays of Video Gaming Terminals	
	Presenter:	Heather McGuire, City Administrator	
Meeting: Government Operations Committee      Date: February 5, 2024			
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
<b>Executive Summary</b> <i>(if not budgeted please explain):</i>  <p>As a reminder, the information below was presented on May 1, 2023, to approve Ordinance 2023-M-17. The original effective date for imposition of the push tax was set as May 1, 2022. The effective date for imposition of the push tax was extended to May 1, 2023, by Ordinance No. 2022-M-42. It was extended again on May 1, 2023, to December 1, 2023, by Ordinance No. 2023-M-17 to allow appropriate time for some of these issues to develop before the tax is implemented. Since there continues to be a lack of regulatory guidance and pending litigation that creates uncertainty about how the tax may be imposed, this Ordinance defers the implementation of the tax to January 1, 2025.</p> <p>On October 27, 2021, the legislature amended SB 3136 (the “Bill”) to include limiting language regarding municipal “Push Taxes” for Video Gaming Terminals. The amendment stated that “Any home rule municipality that has adopted an ordinance imposing an amusement tax on persons who participate in the playing of video gaming terminals on or before November 1, 2021, may continue to impose such amusement tax pursuant to such ordinance but shall not increase, expand, or extend the tax or tax rate on such persons participating in playing video gaming terminals in excess of that tax or rate set forth in such ordinance and shall not otherwise impose any other tax upon any entity or person identified in subsection (c).” <u>As a result, we are required to pass an ordinance imposing such tax prior to November 1<sup>st</sup> in order to preserve our ability to do so.</u></p> <p>The Ordinance is drafted to reflect the intent of passing the tax through to the user of the terminal. It is not intended to be a tax on the Operator or impact the businesses who have Video Gaming Terminals. The Ordinance permits the Operators to determine how to collect the tax from the users. However, because of the condensed timeline with the amendment to and passage of the Bill, we anticipate modifications, rules, and regulations regarding the imposition, collection, and distribution of this tax in the coming months. We will monitor any changes and will bring any issues to City Council for discussion as necessary.</p> <p>In addition, there is a pending litigation challenging the “push tax” and its implementation. The outcome of any litigation may affect the City’s ability to implement and collect this tax in the future.</p>			
<b>Attachments</b> <i>(please list):</i>  <p>Ordinance Amending Ordinance No. 2023-M-17 with Regard to the Deferred Imposition of a Municipal Push Tax on Plays of Video Gaming Terminals</p>			
<b>Recommendation/Suggested Action</b> <i>(briefly explain):</i> <p>Recommendation to approve an Ordinance Amending Ordinance No. 2023-M-17 with Regard to the Deferred Imposition of a Municipal Push Tax on Plays of Video Gaming Terminals</p>			

**City of St. Charles, IL**  
**Ordinance No. 2024-M -**

**An Ordinance Amending Ordinance No. 2023-M-17**  
**with regard to the Deferred Imposition of a Municipal Push Tax**  
**on Plays of Video Gaming Terminals**

WHEREAS, the City of St. Charles, as a home rule unit of local government as provided by Article VII, Section 6 of the Illinois Constitution of 1970, has the authority to exercise any power and perform any function pertaining to its government and affairs except as limited by Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the Illinois Video Gaming Act, 230 ILCS 40/1 *et seq.*, as amended, regulates the operation, licensing, and administration of video gaming; and

WHEREAS, the City, in accordance with the Illinois Video Gaming Act, regulates video gaming activities within the City; and

WHEREAS, the City, pursuant to Ordinance No. 2021-M-45 (“Push Tax Ordinance”), imposed a tax upon the playing of Video Gaming Terminals within the City (“Municipal Push Tax”); and

WHEREAS, pursuant to the Push Tax Ordinance, due to a lack of regulatory guidance and pending litigation challenging the authority by municipalities to implement a Municipal Push Tax, the commencement of the imposition of the Municipal Push Tax was deferred until May 1, 2023, by Ordinance No. 2022-M-42 and was further deferred until December 1, 2023, by Ordinance No. 2023-M-17; and

WHEREAS, the litigation remains pending and unresolved; and

WHEREAS, the Mayor and Council of the City find and determine that it is in the best interest of the City to extend the deferral of the imposition of the Municipal Push Tax to and until January 1, 2025, to allow for additional time for the resolution of the uncertainty caused by the continued lack of regulatory guidance and pending litigation.

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

Section 1. The recitals above shall be and are hereby incorporated in this Section 1 as if restated herein.

Section 2. The deferred imposition of the Municipal Push Tax, as defined and provided for in Chapter 3.64 of the St. Charles Municipal Code, entitled “Video Gaming Terminal Municipal Push Tax,” is hereby extended from December 1, 2023, to and until January 1, 2025.

Section 3. Each section, paragraph, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

Section 4. Except as to the Code provision set forth above in this Ordinance, all chapters and sections of the City Code of the City of St. Charles, as amended, shall remain in full force and effect.

Section 5. This Ordinance shall be in full force and effect after passage, approval and publication as required by law.

PRESENTED to the City Council of the City of St. Charles, Illinois, this \_\_\_ day of February, 2024.

PASSED by the City Council of the City of St. Charles, Illinois, this \_\_\_ day of February, 2024.

APPROVED by the Mayor of the City of St. Charles, Illinois, this this \_\_\_ day of February, 2024.

\_\_\_\_\_  
Lora A. Vitek, Mayor

ATTEST:

\_\_\_\_\_  
Nancy Garrison, City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



 CITY OF ST. CHARLES ILLINOIS • 1834	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: IIIA4
	Title:	<b>A Resolution Creating a Task Force Regarding the Impact of the St. Charles Dam</b>	
	Presenter:	<b>City Administrator Heather McGuire</b>	
<b>Meeting:</b> Government Operations Committee <b>Date:</b> February 5, 2024			
<b>Proposed Cost:</b> \$		<b>Budgeted Amount:</b> \$	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> Choose an item.			
<b>Executive Summary</b> (if not budgeted, please explain):  As presented at the January 22, 2024 City Council Winter Workshop, a task force was proposed for the Fox River St. Charles Dam. The United States Army Corp of Engineers released a draft study regarding removal of nine dams along the Fox River, including the St. Charles Dam. Before the City makes a determination regarding either support or opposition to removal of the Dam, the City must assess multiple factors, including gathering public input. The City believes the creation of a task force to solicit public input and analyze all the relevant information is the most prudent approach with the task force making final comments to the City in one year.			
<b>Attachments</b> (please list): Resolution			
<b>Recommendation/Suggested Action</b> (briefly explain): Recommend to approve a Resolution Creating a Task Force Regarding the Impact of the St. Charles Dam			

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

**A Resolution Creating a Task Force Regarding the Impact of the St.  
Charles Dam**

**Presented & Passed by the  
City Council on \_\_\_\_\_**

WHEREAS, the Fox River is a feature and utilized amenity in the City of St. Charles (“City”) for a variety of purposes; and

WHEREAS, in September 2023, the United States Army Corp of Engineers (“Army Corps”) released a draft study regarding removal of nine dams along the Fox River, including the St. Charles Dam (“Dam”); and

WHEREAS, the Dam is currently owned by the Illinois Department of Natural Resources (“IDNR”); and

WHEREAS, if the Army Corps final plan recommends removal of the Dam, IDNR will request concurrence from the City before commencing removal; and

WHEREAS, before the City makes a determination regarding removal of the Dam, the City must assess multiple factors, including gathering public input; and

WHEREAS, the City believes the creation of a task force to solicit public input and analyze all the relevant information is the most prudent approach.

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

SECTION 1: TASK FORCE. A Fox River Dam Task Force is hereby created.

SECTION 2: MEMBERSHIP. The Task Force shall have nine (9) total members, all of which are residents of the City of St. Charles, with the Chair to be determined by the membership, allocated as follows:

- City of St. Charles: Five (5), including three (3) elected officials, to be appointed by the Mayor with consent of the City Council
- St. Charles Park District: Three (3), including at least one (1) but not more than two (2) elected officials, to be appointed by the President
- River Corridor Foundation: One (1)

SECTION 3: OBJECTIVE. The Task Force shall assess and provide a written analysis of the impact of dam removal to the City and Park District on the following categories:

1. Environmental
2. Economic Development (including the impact on both commercial and residential property owners)
3. Recreational (including the impact on both commercial and residential property owners)
4. Any other categories deemed necessary by the Task Force

SECTION 4: PUBLIC INPUT. The Task Force shall engage the public and solicit input, through, at minimum, a website to engage public feedback, and in-person forums.

SECTION 5: FINDINGS. The Task Force shall report back to Park District Board and City Council at least quarterly.

SECTION 6: COST SHARING. Expenditures shall be split by the City Council and Park District for any necessary consultants to evaluate technical aspects and produce summaries. Costs shall be approved by each board in advance of any expenditures according to their respective purchasing policies.

SECTION 7: TIMELINE. The Task Force shall endeavor to complete all evaluations and make final reports to the City Council and Park District no later than March 1, 2025 unless otherwise extended by the City Council and Park District.

PRESENTED to the City Council of the City of St. Charles, Illinois, this \_\_\_\_ day of February, 2024.

PASSED by the City Council of the City of St. Charles, Illinois, this \_\_\_\_ day of February, 2024.

APPROVED by the Mayor of the City of St. Charles, Illinois, this \_\_\_\_ day of February, 2024.

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Lora Vitek, Mayor

ATTEST:

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City Clerk


COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		<b>Agenda Item number:</b> IIIA5
	<b>Title:</b>	Recommendation to Approve a Resolution for a Lease License Agreement with the Kane County State's Attorney's Office for Digital Forensic Services and Use of the St. Charles Police Department's Digital Laboratory and Associated Office Space	
	<b>Presenter:</b>	<b>Police Chief Keegan</b>	
<b>Meeting:</b> Government Operations Committee		<b>Date:</b> February 5, 2024	
<b>Proposed Cost:</b> \$		<b>Budgeted Amount:</b> \$	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> Choose an item.			
<b>Executive Summary</b> (if not budgeted, please explain):  <p>The Police Department owns and operates a Forensic Recovery Evidence Device (FRED) within our digital forensic lab. As part of this lease license agreement, the Kane County State's Attorney's Office agrees to staff a member of their agency within this lab, along with associated equipment to assist in both internet-related crimes and technical support involving mobile device extraction.</p> <p>This lease agreement is substantially similar in nature to our on-going lease/license agreement with our police social workers and the Association for Individual Development (A.I.D.).</p> <p>This is of no cost to the City and outside of office space and the use of our digital server, all other equipment and personnel costs will be adsorbed by the Kane County State's Attorney's Office.</p>			
<b>Attachments</b> (please list): Resolution Contract for Lease Exhibit A Exhibit B			
<b>Recommendation/Suggested Action</b> (briefly explain): Recommendation to approve a resolution for a Lease License Agreement with the Kane County State's Attorney's Office for Digital Forensic Services and use of the St. Charles Police Department's digital laboratory and associated office space.			

## **LICENSE AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 (“Agreement”), by and between the City of St. Charles, Kane and DuPage Counties, Illinois, an Illinois municipal corporation (“Licensor” or “City”), and the County of Kane, Illinois, a unit of local government, and the Kane County State’s Attorney’s Office (“Licensee”);

### **WITNESSETH**

WHEREAS, the Licensor is the owner of the St. Charles Police Station located at 1515 West Main Street, St. Charles, Illinois (the “Property”); and,

WHEREAS, there is certain vacant office space located on the Property that Licensor does not currently utilize, as more specifically described on Exhibit “A,” attached hereto and incorporated herein as (“Office Space”), as well as certain office equipment that the City does not currently utilize, as listed on Exhibit “B,” attached hereto and incorporated herein (“Equipment”); and,

WHEREAS, Licensee requires office space and equipment in order to conduct its activities; and,

WHEREAS, Licensor is desirous of granting a license to Licensee, and Licensee is desirous of being granted a license from Licensor, for Licensee to utilize the Office Space and Equipment, pursuant to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the foregoing recitals and the terms and conditions hereinafter contained, the sum of One Dollar (\$1.00), and other good and valuable considerations, the adequacy and sufficiency of which the parties hereby acknowledge and agree, the parties agree as follows:

Section 1. Incorporation of Recitals. The preambles set forth hereinabove are incorporated herein as substantive provisions of this Agreement as if fully set out in this section.

Section 2. Grant. Licensor agrees to grant, and does hereby grant, to Licensee, an exclusive license to use the Office Space and Equipment for the term of this Agreement for the purpose of conducting its activities.

Section 3. Condition and Upkeep. Licensee has examined and knows the condition of the Office Space and Equipment and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by Licensor prior to all the execution of this Agreement that are not herein expressed; Licensee will keep the Office Space and Equipment in good repair, normal wear and tear excepted; and upon the termination of this Agreement, in any way, will yield up the Office Space and Equipment to Licensor, in good condition and repair, ordinary wear excepted and will deliver the keys therefor at the Property.

Licensee will not allow the Office Space or Equipment to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified, and will not permit the Office Space or Equipment for any unlawful purpose, or for any purpose that will increase the fire hazard of the Property. The Licensee will not permit any alteration of the Office Space except by written consent of the Licensor; all alterations to the Office Space shall remain for the benefit of the Licensor unless otherwise provided in said consent.

Section 4. Access. Licensee, its officers, contractors, agents, volunteers and/or employees, shall at all times have the right of access to the Office Space and such other areas of the Property as are necessary to access the Office Space, subject to any and all rules imposed by the City. The Licensee, its officers, contractors, agents, volunteers and/or employees shall also have access to other areas of the Property as follows: (a) conference and meeting rooms shall be available during normal business hours provided that said rooms are not in use by, or needed by, the City, and (b) use of conference and meeting rooms during non-business hours shall be available on the same basis as the City makes such rooms available to other non-City users, by scheduling in advance and pursuant to the City's policy.

Section 5. Assignment. Licensee shall not assign or otherwise transfer its right in whole or in part under this Agreement without the express written consent of Licensor, which consent may be withheld in the City's sole and absolute discretion.

Section 6. Insurance. Licensee shall procure and maintain at its sole and exclusive expense, comprehensive personal injury, workman's compensation and property damage insurance in such amounts as Licensee deems necessary and Licensor deems satisfactory to adequately cover all operation under the exercise of the privileges herein granted. Evidence of insurance shall be provided by Licensee to Licensor. The insurance policy shall be expressly endorsed to include the City as an additional insured. Such certification of insurance shall require the insurer(s) to provide not less than thirty (30) days advance written notice to the City in the event of any cancellation, non-renewal or change in the policy limits, terms or conditions which would cause them to fail to meet the foregoing requirements. Such insurance shall be fully maintained during the term of the License Agreement.

Section 7. Hold Harmless and Indemnification. To the fullest extent permitted by law, both parties shall indemnify and hold harmless the other party and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (reasonably attorney and paralegal fees and court costs), arising from or in any way connected with (i) any act, omission, wrongful act or negligence of either party or any of its officers, agents, employees, volunteers, contractors, subcontractors, vendors, or of anyone acting on behalf of the other party; and (ii) any accident, injury, death or damage whatsoever occurring, growing out of, incidental to or resulting directly or indirectly from either party's use of the Office Space and Equipment. 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. Either party's indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses, or expenses arising out of or resulting from the negligence, misconduct or breach of this section by the other party, its officials, officers, employees, agents, or representatives. In no event shall either party be entitled

to damages for lost profits, lost opportunity or lost income arising from either party's performance under this Agreement.

Section 8. Financial Responsibility/No Third-Party Beneficiaries. Licensors shall have no financial responsibility or obligation to Licensee or any third party as a result of Licensors' granting the privileges described herein to Licensee. This Agreement creates no rights, title or interest in any person or entity whatsoever (whether under a third party beneficiary theory or otherwise) other than the Licensee and the Licensors.

Section 9. No Lease or Easement. Licensee expressly acknowledges that nothing herein is intended to create a corporal or possessory interest of Licensee and, accordingly, this Agreement shall not be construed as a lease, easement or any other interest running with the land. Neither this Agreement nor any summary or memorandum thereof shall be recorded with any public authority.

Section 10. Relationship of the Parties. Under no circumstances shall this Agreement be construed to create a relationship of agency, partnership, joint venture, or employment between the Licensors and the Licensee.

Section 11. Term. Unless otherwise terminated pursuant to Section 12, this Agreement shall be effective as of the date set forth above and shall continue through December 31, 2024 ("Initial Term"), and thereafter continue on a month-to-month basis, at which time each party may cancel this Agreement upon thirty (30) days written notice to the other.

Section 12. Termination. If the Licensee breaches any of the provisions of this Agreement, or abandons or vacates the Office Space, the Licensors may declare this Agreement terminated upon five (5) days written notice to the Licensee. In addition, either party may, for any reason and in its sole discretion, declare this Agreement terminated upon one hundred twenty (120) days written notice to the other.

Section 13. Damage and Destruction. Licensors and its officers, contractors, agents, invitees and/or employees shall not be liable or responsible to Licensee for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, or court order, or for any damage or inconvenience which may arise from this Agreement, only to the extent that such loss or damage is a result of Licensors' negligence or misconduct.

Section 14. Enforceability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 15. Miscellaneous. This Agreement sets forth the entire understanding of the parties, and may only be amended, modified or terminated by a written instrument signed by the parties unless herein otherwise provided. Either party's waiver of any breach or failure to enforce

any of the terms or conditions of the Agreement, at any time, shall not in any way affect, limit or waive that party's right thereafter to enforce or compel strict compliance with every term and condition hereof.

Section 16. Effective Date. This Agreement shall become effective upon execution by both parties hereto.

Section 17. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

Section 18. Notices. Any and all notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed properly served (i) on the date sent if transmitted by personal delivery with receipt therefore, (ii) on the date sent if transmitted by electronic mail (with confirmation by hard copy to follow by first class mail), (iii) on day after notice if deposited with an overnight courier, or (iv) three (3) days after being sent by registered or certified mail, return receipt requested, first class postage prepaid, addressed as follows (or to such new address as the addressee of such a communication may have notified the sender thereof):

To the City:	City of St. Charles Attn: City Administrator 2 East Main Street St. Charles, Illinois 60174 Email: <a href="mailto:hmcguire@stcharlesil.gov">hmcguire@stcharlesil.gov</a>
With a copy to:	Nicholas S. Peppers Storino, Ramello & Durkin 9501 West Devon Avenue, Suite 800 Rosemont, Illinois 60018 Email: <a href="mailto:npeppers@srd-law.com">npeppers@srd-law.com</a>
To Licensee:	Kane County State's Attorney 37W377 Route 38, Suite 300 St. Charles, Illinois 60175
With a copy to:	Kane County State's Attorney; Civil Division 100 South 3 <sup>rd</sup> Street, 4 <sup>th</sup> Floor Geneva, Illinois 60134 Email: <a href="mailto:vargascaitlin@KaneCountyIL.gov">vargascaitlin@KaneCountyIL.gov</a>

Section 19. Counterparts. This Agreement may be executed in multiple execution counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.



IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first written.

CITY OF ST. CHARLES

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

Kane County State's Attorney's Office

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

## **EXHIBIT A– DIGITAL FORENSICS SERVICES**

The Kane County State’s Attorney’s Office (“KCSAO”) agrees to provide access to digital forensics services by authorized KCSAO Forensic Examiner(s) to the Criminal Investigations Division of the St. Charles Police Department (“SCPD”), per the terms below:

### **Mobile Device Forensics**

KCSAO Forensic Examiner(s) will provide technical support assistance to SCPD investigators for any technical issues arising from the use of mobile device extraction tools licensed by SCPD.

In the event existing mobile device extraction tools licensed by SCPD are unable to provide an adequate mobile device extraction, KCSAO Forensic Examiner(s) will attempt to extract and return the data from the mobile device(s) using mobile device extraction tools licensed by KCSAO.

Alternatively, KCSAO Forensic Examiner(s) may liaison between SCPD and other law enforcement jurisdictions that license mobile device extraction tools and attempt to extract and return the data from the mobile device(s).

Alternatively, KCSAO Forensic Examiner(s) may provide St. Charles Police Department investigators physical custody and use of mobile device extraction tools licensed by KCSAO, such as Cellebrite Premium and/or GrayKey, at its discretion and subject to its availability.

KCSAO Forensic Examiner(s) will process phone extractions using forensic software tools (such as Cellebrite Physical Analyzer and Magnet AXIOM) into “portable” cases so that extracted artifacts may be opened and viewed by St. Charles Police Department investigators without needing specialized forensic software to be installed on St. Charles Police Department computers.

### **Computer Forensics**

KCSAO Forensic Examiner(s) will provide preview and data acquisition (“imaging”) services for computer storage media, such as hard drives, flash drives, memory cards, and other storage media.

KCSAO Forensic Examiner(s) will process computer forensic images using forensic software tools (such as Magnet AXIOM) into “portable” cases so that extracted artifacts may be opened and viewed by St. Charles Police Department investigators without needing specialized forensic software to be installed on St. Charles Police Department computers.

### **Analysis of Extracted Data**

In consideration of the intensive resources required for the analysis of digital data, KCSAO Forensic Examiner(s) may provide data analysis services in limited circumstances, depending on case triage and forensic examiner availability.

## **Search Warrant Operations**

KCSAO Forensic Examiner(s) will provide on-scene digital forensics services for knock-and-talk and search warrant operations conducted by SCPD, subject to scheduling and forensic examiner availability.

## **Reports**

KCSAO Forensic Examiner(s) will provide summary report(s) documenting data extractions and on-scene forensics assistance for law enforcement operations conducted for SCPD. KCSAO Forensic Examiner(s) will provide more detailed reports for cases involving data analysis.

## **Case Types**

In consideration of KCSAO Forensic Examiner(s) membership to the Internet Crimes Against Children (“ICAC”) Task Force and assignment to the county’s Child Exploitation Unit – which is comprised of the partnership between the Kane County State’s Attorney’s Office and the Kane County Sheriff’s Office, along with the assistance of the St. Charles Police Department – digital forensics services involving cases of technology-facilitated sex crimes against children will generally be given priority in case triage. Priority exceptions may be made for major crime types (such as homicides, human trafficking, kidnappings, etc.), subject to forensic examiner availability.

## **Availability**

In consideration of KCSAO Forensic Examiner(s) support for multiple law enforcement agencies within Kane County and occasionally in surrounding areas, the physical presence of the examiner at SCPD and availability of digital forensics services is subject to vary extensively. KCSAO Forensic Examiner(s) will nevertheless make themselves accessible by phone or e-mail, including 24/7 support in the event of exigent investigations. KCSAO Forensic Examiner(s) will keep St. Charles Police Department investigators apprised of any gaps in forensic examiner availability due to scheduled trainings or benefit time.

## **Risks of Data Extraction**

The ability to successfully acquire data varies greatly based on a number of factors, and therefore, successful data extraction is not guaranteed. While data extractions are generally considered non-destructive, a minimal risk for data loss or data inaccessibility exists. Data loss or inaccessibility may occur as a result of remote wiping, software updates and/or errors, accidental damage, device security, etc.

## **Request Form**

Individual requests for digital forensics services by SCPD to KCSAO will be made via a standardized Request for Digital Forensics Services form (Exhibit x) prior to services being performed for the purposes of efficient case management.

**Evidence and Evidentiary Procedure**

Any custodial exchanges of evidence between SCPD and KCSAO Forensic Examiner(s) (or other departments when KCSAO is acting as liaison) must adhere to accepted evidentiary procedures, including chain-of-custody and appropriate search authority.

SCPD agrees to provide KCSAO Forensic Examiner(s) the ability to store evidence within its evidence vault and/or temporary evidence storage lockers, and provide access to the services of its evidence custodian(s).

SCPD agrees to provide evidence item number designations for any evidence to be processed by KCSAO Forensic Examiner(s) for the purposes of efficient evidence management.

**County Scope**

The agreement for KCSAO to provide digital forensics services to SCPD includes its jurisdiction in both Kane and DuPage Counties.

## **Exhibit B – Computer/Phone Equipment**

The following equipment is provided by the City of St. Charles, assigned to the ICAC office located within Investigations office of the St. Charles Police Department, and available for use by assigned KCSAO ICAC Investigator(s) and/or Forensic Examiner(s):

### **Computer Related Equipment:**

- 10-Gigabit Ethernet LAN connection between the ICAC office and the Forensic Recovery of Evidence Device server (“FRED-C”) located in the digital forensics lab
- Volume storage space on the FRED-C server reserved to ICAC sensitive materials and segregated under an access-controlled folder accessible only with proper login authentication by authorized users
- Tape backup drive and archive magnetic tapes for scheduled backups of ICAC reserved volume storage space per City of St. Charles PD tape backup policy
- Internet connectivity via hard-wired and wireless access to the ICAC office

### **Access Control Related Equipment:**

- Installed card reader to allow audited access control to the ICAC office within the Investigations Office of the St. Charles Police Department

### **Other Office Related Equipment:**

- Access to Xerox AltaLink C8135 Printer/Copier/Fax in the common area of Investigations
- Cisco CP-7965G Phone

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

**A Resolution to approve a Lease Agreement with the Kane County State's Attorney's Office for Digital Forensic Services**

**Presented & Passed by the  
City Council on \_\_\_\_\_**

WHEREAS the lease agreement with the Kane County State's Attorney's Office for digital forensic services within the St. Charles Police Department has been established.

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane, and DuPage Counties, Illinois, that the Social Worker Agreement between the City of St. Charles and the Kane County State's Attorney's Office be executed.

Presented to the City Council of the City of St. Charles, Illinois this \_\_\_\_\_ day of February 2024.

Passed by the City Council of the City of St. Charles, Illinois this \_\_\_\_\_ day of February 2024.

Approved by the Mayor of the City of St. Charles, Illinois this \_\_\_\_\_ day of February 2024.

\_\_\_\_\_  
Mayor Lora Vitek

ATTEST:: \_\_\_\_\_  
City Clerk

**COUNCIL VOTE:**

Ayes:

Nays:

Abstain:

Absent:

**MINUTES**  
**THE CITY OF ST. CHARLES**  
**GOVERNMENT OPERATIONS COMMITTEE**  
**ALD. STEVE WEBER, CHAIR**  
**MONDAY, FEBRUARY 5, 2024**  
**IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS – 2 EAST MAIN STREET**

**1. Call to Order**

Chairman Weber called the meeting to order at 7:17 pm.

**2. Roll Call**

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

Absent: None

**3. Administrative - None**

**4. Omnibus Vote**

Items with an asterisk (\*) are considered to be routine matters and will be enacted by one motion. There will be no separate discussion on these items unless a council member/citizen so requests, in which event the item will be removed from the consent agenda and considered in normal sequence on the agenda.

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

Voice Vote: Ayes – unanimous; Nays – none; Absent – none; Ald. Weber did not vote as chair. **Motion Carried.**

**5. Finance Department**

\*a. Budget Revisions for January 2024.

**b. Presentation of a Funding Request from the St. Charles History Museum in the Amount of \$60,000 in the FY 2024-2025 City Budget.**

Alexander Cullum, the Executive Director of the St. Charles History Museum made a presentation reviewing the mission statement and 2023 accomplishments. He thanked sponsors, volunteers and staff for their efforts. A question was asked if grants will be secured for 2024 since there were not any in 2023. Mr. Cullum explained this was due to not having an executive director for the first half of 2023 and ensured there would be more opportunity for grants in 2024. Ald. Lencioni stated he supported their efforts but does not support a funding increase from last fiscal year.

Motion by Ald. Wirball, second by Pietryla recommend approval of the Funding Request from the St. Charles History Museum in the Amount of \$60,000 in the FY 2024-2025 City Budget.

**Roll Call Vote:** Ayes: Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Gehm. Nays: Ald. Lencioni. Ald. Weber did not vote as Chair. **Motion Carried.**

c. **Presentation of a Funding Request from the Visitors Cultural Commission for Consideration in the FY 2024-2025 City Budget.**

Bill Hannah gave a presentation on behalf of Anne Becker, the Chair of the Visitors Cultural Commission who was unable to be there. He explained the City annually budgets funds for the VCC from a portion of the City's hotel/motel tax revenue which is allocated to St. Charles-based nonprofit organizations providing programs that promote arts and cultural events within the City. The request is for an increase in the funding amount of 10-20% above the current fiscal year. Several committee members supported to meet in the middle at a 15% increase.

Motion by Ald. Wirball, second by Pietryla to recommend a 15% increase Funding Request from the Visitors Cultural Commission for Consideration in the FY 2024-2025 City Budget.

**Roll Call Vote:** Ayes: Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Gehm. Nays: Ald. Lencioni. Ald. Weber did not vote as Chair. **Motion Carried.**

d. **Presentation of a Funding Request from the St. Charles Business Alliance in the Amount of \$798,600 for FY City Budget 2024-2025.**

Jenna Sawicki made a presentation that included the organization's mission, 2023 accomplishments, financial results, and the future activities and events planned for 2024-2025. Several committee members provided positive feedback about the Business Alliance contribution to the community and future events that will incorporate the 1<sup>st</sup> Street Plaza. A request was made by Ald. Wirball to have an update on a quarterly basis available to businesses.

Motion by Ald. Lencioni, second by Ald. Bongard recommend approval of a Funding Request from the St. Charles Business Alliance in the Amount of \$798,600 for FY City Budget 2024-2025.

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



e. **Recommendation to approve an Ordinance Amending Title 13 “Public Utilities” Chapter 13.12 “Sewers,” of the St. Charles Municipal Code.**

Bill Hannah referred to the Winter Budget Workshop held on January 22, 2024. One of the items discussed was the significant increasing cost of Water and Sewer Fund operations, annual debt service requirements due to new IEPA loans necessary to complete critical capital projects, and other capital project needs requiring funding.

He explained although a significant rate increase is needed to address the funding needs in the Water and Sewer Funds, staff recognizes that a significant increase may be difficult for many customers. Staff proposed as one option a series of moderate, 5% water and sewer rate increases over a four-year period effective for bills issued after June 1st of 2024 and each June 1st through 2027. These increases would provide some of the funding needed for operations and annual debt service requirements, and provide some additional funds for capital improvements to the systems. As part of this plan, staff will also look into supplementing, if necessary, the Water and Sewer Funds with other City resources in order to ensure critical capital projects necessary for system capacity and replacement continue moving forward.

Approval of multi-year rate increases allows the City to better plan for the funding of operations, debt service, and capital needs for the water and sewer funds.

The City is currently working with consultants to complete a facility master plan for the electric, water and sewer utilities. It is anticipated that these studies will be completed in fiscal year 2025. The City plans to evaluate options and proposals for a comprehensive utility rate study in order to develop rate options and structure for the future.

No rate increases are recommended at this time for the electric utility. The last time the City increased electric rates was five years ago in 2019. The financial impact of a 5% water and sewer rate increase on a typical utility bill with electric, water and sewer of \$270 is about \$7 per month, or an increase of about 2.8% overall on the monthly utility bill.

Ald. Bongard expressed concern this small increase would not make a big impact. He would like the rates to remain the same until a bigger solution can be made.

Heather McGuire reminded Committee about the utility rate study that had been completed last year and Council was not comfortable implementing the recommended rate increase at that time. She explained the 5% increase will help keep pace with inflation and still fund the City operations while waiting for the secondary utility rate study to be completed.

Motion by Ald. Wirball, second by Ald. Gehm recommend approval of an Ordinance Amending Title 13 “Public Utilities” Chapter 13.12 “Sewers,” of the St. Charles Municipal Code.

**Roll Call Vote:** Ayes: Ald. Lencioni, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Silkaitis, Ald. Muenz, Ald. Gehm. Nays: Ald. Foulkes, Ald. Bongard. Ald. Weber did not vote as Chair. **Motion Carried.**

f. **Recommendation to approve an Ordinance Amending Title 13 “Public Utilities” Chapter 13.16 “Water,” of the St. Charles Municipal Code.**

Motion by Ald. Pietryla, second by Ald. Gehm recommend approval of an Ordinance Amending Title 13 “Public Utilities” Chapter 13.16 “Water,” of the St. Charles Municipal Code.

**Roll Call Vote:** Ayes: Ald. Lencioni, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Silkaitis, Ald. Muenz, Ald. Gehm. Nays: Ald. Foulkes, Ald. Bongard. Ald. Weber did not vote as Chair. **Motion Carried.**

6. **City Administration**

a. **Recommendation to approve an Ordinance Amending Ordinance No. 2023-M-17 with Regard to the Deferred Imposition of a Municipal Push Tax on Plays of Video Gaming Terminals.**

Heather McGuire explained this is an extension of the Ordinance that was passed on May 1, 2023. Since there continues to be a lack of regulatory guidance and pending litigation that creates uncertainty about how the tax may be imposed, this Ordinance defers the implementation of the tax to January 1, 2025. City Attorney Nick Peppers explained this case is still in the appellate court and pending that resolution.

Ald. Lencioni expressed his concern about the businesses share of this revenue stream being affected by the implementation of this tax and will not be in support of this tax in the future.

Heather McGuire explained this Ordinance is drafted to reflect the intent of passing the tax through to the user of the terminal and not a tax on the Operator or impact the businesses who have video gaming terminals. She noted if this extension is not maintained on the record, then the City loses the right to implement it on a future date.

Motion by Muenz, second by Wirball recommend to approve an Ordinance Amending Ordinance No. 2023-M-17 with Regard to the Deferred Imposition of a Municipal Push Tax on Plays of Video Gaming Terminals.

**Roll Call Vote:** Ayes: Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Silkaitis, Ald. Foulkes, Ald. Bongard, Ald. Muenz, Ald. Gehm. Nays: Ald. Lencioni. Ald. Weber did not vote as Chair. **Motion Carried.**

b. **Recommendation to approve a Resolution Creating a Task Force Regarding the Impact of the St. Charles Dam.**

Heather McGuire referred to the January 22, 2024 City Council Winter Workshop. She explained the United States Army Corp of Engineers released a draft study regarding removal of nine dams along the Fox River, including the St. Charles Dam. Before the City makes a determination regarding either support or opposition to removal of the Dam, the City must assess multiple factors, including gathering public input. The City believes the creation of a task force to solicit public input and analyze all the relevant information is the most prudent approach with the task force making final comments to the City by March 1, 2025. Any costs would be split by Park District and City Council to be preapproved by both groups before those expenditures would be made.

Several alderpersons expressed concern of wanting an un-biased group to be appointed to the task force.

Heather McGuire explained the task force is not designed to make a recommendation, but it will assess and provide the information that has been gathered to City Council. Mayor Vitek will bring the task force appointments before City Council on February 20 with the approval of this resolution.

Motion by Lencioni, second by Gehm recommend to approve a Resolution Creating a Task Force Regarding the Impact of the St. Charles Dam.

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

7. **Police Department**

- a. **Recommendation to Approve a Resolution for a Lease License Agreement with the Kane County State's Attorney's Office for Digital Forensic Services and Use of the St. Charles Police Department's Digital Laboratory and Associated Office Space.**

Chief Jim Keegan explained the Police Department owns & operates a Forensic Recovery Evidence Device within the digital forensic lab. The Kane County State's Attorney's Office agrees to staff a member of their agency within this lab, along with associated equipment to assist in both internet-related crimes and technical support involving mobile device extraction. There is no cost to the City outside of office space and the use of digital server. All other equipment and personnel costs will be absorbed by the Kane County State's Attorney's Office.

Motion by Ald. Pietryla, second by Ald. Wirball recommend to Approve a Resolution for a Lease License Agreement with the Kane County State's Attorney's Office for Digital Forensic Services and Use of the St. Charles Police Department's Digital Laboratory and Associated Office Space.

Voice Vote: Ayes – unanimous; Nays – none; Absent – none; Ald. Weber did not vote as chair. **Motion Carried.**

**8. Public Comment - None**

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

**10. 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)

**11. Adjournment**

Motion by Ald. Foulkes, second by Lencioni to adjourn the meeting at 8:36 pm.

Voice Vote: Ayes – unanimous; Nays – none; Absent – none; Ald. Weber did not vote as chair. **Motion Carried.**

:ts

***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](mailto: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).

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

**A Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to  
Execute a Certain Sales Tax Revenue Sharing Agreement – the City of St.  
Charles and Fox Valley Buick-GMC, Inc.**

**Presented & Passed by the  
City Council on February 20, 2024**

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 Sales Tax Revenue Sharing Agreement, in substantially the form attached hereto and incorporated herein as Exhibit “A”, by and on behalf of the City of St. Charles.

**Presented** to the City Council of the City of St. Charles, Illinois this 20th day of February, 2024.

**Passed** by the City Council of the City of St. Charles, Illinois this 20th day of February, 2024.

**Approved** by the Mayor of the City of St. Charles, Illinois this 20th day of February, 2024.

\_\_\_\_\_  
Mayor Lora Vitek

ATTEST: \_\_\_\_\_

City Clerk

COUNCIL VOTE:

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

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

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

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

**SALES TAX REVENUE SHARING  
AGREEMENT**

This **Sales Tax Revenue Sharing Agreement (the “*Agreement*”)** is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “*Effective Date*”) by and between the City of St. Charles, Illinois, an Illinois home rule municipal corporation (the “*City*”), and Fox Valley Buick-GMC, Inc., an Illinois corporation (“*Fox Valley*”). (The City and Fox Valley are sometimes referred to herein collectively as the “*Parties*,” and individually as a “*Party*.”)

**RECITALS**

- A. The City is a home rule Illinois municipality, and hereby enters into this Agreement pursuant to its home rule powers; and, pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois of 1970, the City has determined that it has the authority to enter into this Agreement.
- B. The City deems it to be of significant importance to encourage development and redevelopment within the City, so as to maintain a viable real estate tax and sales tax base and employment opportunities.
- C. On May 26, 2022, Schaumburg VW Real Estate, LLC, an Illinois Limited Liability Company which has affiliate ownership with Fox Valley purchased the real estate and building, relative to the former McGrath Honda automobile dealership at 1411 East Main Street, St. Charles, Illinois 60174 for Two Million Eight Hundred Thousand and 00/100 Dollars (\$2,800,000.00), with said location being legally described on Exhibit A-1 and depicted on Exhibit A-2, each attached hereto and made a part hereof (the “Subject Property”).

- D. Fox Valley currently operates a Buick-GMC dealership which adjoins the Subject Property, and intends to repurpose the Subject Property to expand its Buick-GMC dealership footprint to allow for a greater selection of used vehicles, to bring offsite operations onto the Subject Property, and to expand its service facilities in the existing Buick-GMC dealership ("*Dealership*").
- E. Fox Valley intends to improve the Subject Property by an exterior façade remodel, site improvements and certain interior improvements, as depicted on Group Exhibit B attached hereto and made part hereof (the "*Project*").
- F. The cost of the Project is currently estimated to be approximately One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00), as more fully set forth on Exhibit C attached hereto and made part hereof, (although the cost of the Project may be higher or lower depending upon the actual cost of the construction of the Project), bringing Fox Valley's total anticipated investment in the Project to be approximately Four Million and 00/100 Dollars (\$4,000,000.00) (the "*Total Investment Cost*").
- G. The Parties anticipate that the Project will enhance the City's real estate and sales tax bases, and create additional employment opportunities in the City, by creating additional used automobile sales, which will require the need for additional employees.
- H. Fox Valley and the City acknowledge that Fox Valley requires economic assistance from the City in order to complete the Project, given the Total Investment Cost, and that the Project would not be economically feasible, but for the economic assistance promised by the City in this Agreement.
- I. In light of the Total Investment Cost, and because the Project would not be economically feasible but for the economic assistance promised by the City in this Agreement, the City agrees, pursuant to the terms of this Agreement, to rebate to Fox Valley up to Eight Hundred Sixty Thousand and 00/100 Dollars (\$860,000.00) over a

ten (10) year period, in Fox Valley Sales Taxes, (as defined in Section 3.0(A)(4) below), generated by the Dealership (the “*Maximum Reimbursement Amount*”), subject to the other terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the mutual covenants and agreements herein made, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties hereto, the City and Fox Valley hereby agree as follows:

**ARTICLE I**  
**RECITALS AS PART OF AGREEMENT**

The Parties acknowledge that the statements and representations contained in the foregoing recitals are true and accurate, and incorporate such recitals into this Agreement as if fully set forth in this Article I.

**ARTICLE II**  
**OBLIGATIONS OF FOX VALLEY**  
**CONDITION PRECEDENT TO CITY UNDERTAKINGS**

2.01 Condition Precedent. Each of the obligations specified in this Article II shall be a condition precedent to the City’s financial undertakings in this Agreement. The City shall have no financial obligation to Fox Valley under this Agreement until the satisfaction by Fox Valley of each and every condition of this Article II.

2.02 Construction of the Project.

- (A) Fox Valley shall (i) apply or have applied for all necessary permits, and (ii) have commenced construction relative to the Project, within fifteen (15) days of the Effective Date of this Agreement, subject to the *force majeure* provisions of Section 4.01 hereof.
- (B) Fox Valley shall receive a certificate of project completion for the Project on or before the date which is three (3) full months after the Effective Date, subject to the *force majeure* provisions of Section 4.01 hereof, and further subject to:



- (i) Delays caused by the City not granting the required approvals, except delays caused as a result of the acts or omissions of Fox Valley, which cause the delay by the City; and
  - (ii) Delays caused by the City not issuing the required certificate of Project completion, except delays caused as a result of the acts or omissions of Fox Valley, which cause the delay by the City.
- (C) The Project shall be built in accordance with all applicable ordinances, rules and regulations of the City. Fox Valley shall not knowingly cause or permit the existence of any violation of City ordinances, rules or regulations, including, but not limited to, the Building Code, the Zoning Ordinance, the Fire Code, and all rules and regulations thereunder applicable to the Dealership and the Project.
- (D) Fox Valley shall pay the prevailing rate of wages (as established under 820 ILCS 130/0.01 *et seq.* – the “Prevailing Wage Act”) to all workers involved with the Project, as may be required under the Prevailing Wage Act.

2.03 State Sales Taxes Information. Upon request by the City, Fox Valley shall supply the City with State Sales Taxes (as defined in Section 3.01(A)(5) below) information for the Dealership, certified as true by an officer of Fox Valley, in the format, and in compliance with the timing, as requested by the City’s Director of Finance, or designee. Fox Valley represents and warrants that all such information produced to the City pursuant to this provision is, and will be at all times in the future, true and accurate, and agrees and acknowledges that the City relies on the truth and accuracy of said information as a basis for its entering into this Agreement. Upon request by the City, Fox Valley shall submit to the City an executed Illinois Department of Revenue form PTAX 1002-21 for the Dealership with a reporting period from the Effective Date through December 31, 2033.

2.04 State Sales Taxes Reporting, Audits and Confidentiality.

- (A) Upon request by the City, Fox Valley shall provide the City with written reports of all the State Sales Taxes (as defined in Section 3.01(A)(4) below) generated by the Dealership during each calendar year of the Revenue Sharing Term (as defined in Section 3.01(B) below), as requested by the City's Director of Finance, or designee. Such reports shall be certified as true by an officer of Fox Valley. Upon request by the City, Fox Valley shall deliver said reports to the City on an annual basis before the fifteenth (15th) day following the end of the calendar quarter for which Fox Valley is reporting.

The parties acknowledge that the City has entered into a reciprocal agreement for access to State Sales Tax records with the Illinois Department of Revenue (IDOR). The City may verify the information submitted by Fox Valley by comparing sales tax data with the information maintained by IDOR. In the event of any discrepancy, the amounts maintained by IDOR will be deemed to be the correct amount of State Sales Tax revenue remitted to the City and will be the basis for calculation of any reimbursement which may be due to Fox Valley.

- (B) Upon request, the City shall have the right to audit Fox Valley's records of Project costs, sales, and State Sales Taxes (as defined in Section 3.01(A)(5) below) returns from time-to-time. The City hereby represents and warrants that any and all information regarding sales and State Sales Taxes (as defined in Section 3.01(A)(5) below) shall be confidential and used only for the purpose of calculating any amounts due and owing to Fox Valley pursuant to this Agreement. The City and Fox Valley acknowledge that Fox Valley's sales and State Sales Taxes (as defined in Section 3.01(A)(5) below) information is financial information obtained from a business that is proprietary, privileged and/or confidential, and that disclosure of the sales and State Sales Taxes (as

defined in Section 3.01(A)(5) below) information would cause competitive harm to Fox Valley, and, therefore, would not be subject to disclosure pursuant to a request under the Illinois Freedom of Information Act, 5 ILCS 140/1, *et seq.*, as amended (the “FOIA”). Fox Valley agrees to reimburse the City for the reasonable attorneys’ fees and costs incurred by the City in responding to any requests for information under FOIA, subpoena or otherwise relating to this Agreement or Fox Valley’s sales and State Sales Taxes (as defined in Section 3.01(A)(5) below) information supplied under this Agreement. Fox Valley agrees that the City’s compliance with any court order to produce information shall not subject the City to any liability hereunder for said information release; *provided, however*, the City will promptly notify Fox Valley, in writing, so that Fox Valley may seek a protective order or other appropriate remedy.

- (C) In the event Fox Valley amends any sales and use tax return upon which Fox Valley Sales Tax Allocations were made to Fox Valley pursuant to this Agreement, Fox Valley shall notify the City of such amendment within ten (10) days of filing such amended return and the City shall use its reasonable best efforts to obtain such information from the State. If, as a result of an amended return, the City owes additional Fox Valley Sales Tax Allocations to Fox Valley, such rebate shall be made promptly upon receipt by the City of such additional Sales Taxes. If, as a result of an amended return, the City is entitled to receive a portion of a Fox Valley Sales Tax Allocation back, Fox Valley shall repay such amount to the City within thirty (30) days of written notice from the City. In the event that Fox Valley is audited by the State, Fox Valley shall notify the City of such audit within ten (10) days of completion of said audit. If such audit results in adjustment to sales and use tax returns previously submitted upon which Fox Valley Sales Tax Allocations were made, upon final disposition of any changes

made as a result of such audit, any amount due and owing to a Party shall be made in the manner described above.

- 2.05 Guaranteed Occupancy and Operation of the Dealership. Fox Valley agrees that it, or its successors and assignees, shall occupy and operate the Dealership, on the Subject Property for a minimum of ten (10) years from the Commencement Date (as defined in Section 3.02 below). Fox Valley or its successors and assignees further agrees that the City shall receive State Sales Taxes (as defined in Section 3.01(A)(5) below) and Home Rule Sales Taxes (as defined in Section 3.01(A)(2) below) from the Dealership, for a minimum of ten (10) years from the Commencement Date (as defined in Section 3.02 below).
- 2.06 Real Estate Taxes and Other Charges. Fox Valley hereby covenants and agrees to promptly pay or cause to be paid before becoming delinquent, subject to any appeal rights, any and all real estate taxes and governmental charges of general applicability that may at any time be lawfully finally assessed with respect to the Project and any portion of the Dealership which is owned and controlled by Fox Valley.
- 2.07 Certification of Project Costs. Fox Valley shall supply the City with a statement of the costs of the Project certified as true by an officer of Fox Valley, and such other information reasonably requested by the City. Fox Valley represents and warrants that all such information produced to the City pursuant to this provision is, and will be at all times in the future, true and accurate, and agrees and acknowledges that the City may, and does, rely on the truth and accuracy of said information as a basis for its entering into this Agreement.
- 2.08 No Default. Fox Valley shall not be in default of any term of this Agreement.

**ARTICLE III**  
**CITY OBLIGATIONS AND UNDERTAKINGS**

3.01 Economic Assistance.

(A) Definitions.

- (1) "Annual Sales Tax Floor" shall be Two Hundred Forty-Five Thousand Four Hundred Fifty and 00/100 Dollars (\$245,450.00), to be increased three percent (3%) every twelve (12) months after the Commencement Date, during the term of this Agreement.
- (2) "Fox Valley Sales Tax Allocation" shall be seventy-five percent (75%) for years 1 through 10.
- (3) "Fox Valley Sales Taxes" shall be: (i) those State Sales Taxes generated by the Dealership, which are distributed to the City by the State of Illinois, in excess of the Annual Sales Tax Floor, after the Commencement Date, during the Revenue Sharing Term of this Agreement, multiplied by (ii) the Fox Valley Sales Tax Allocation.
- (4) "State Sales Taxes" shall mean only those taxes imposed and collected by the State of Illinois, collected by the City and generated by Fox Valley, pursuant to the Retailers' Occupation Tax Act, 35 ILCS 120/1 *et seq.*, the Service Use Tax Act,, 35 ILCS 110/1 *et seq.*, the Service Occupation Tax Act, 35 ILCS 115/1 *et seq.*, the Use Tax Act, 35 ILCS 105/1 *et seq.*, and 66.66% of the Home Rule Municipal Retailers' Occupation Tax, 65 ILCS 5/8-11-1.

(B) Assistance.

Upon satisfaction by Fox Valley of all of the conditions stated in this Agreement, the City shall rebate to Fox Valley the Fox Valley Sales Taxes. Said payments shall be made by the City to Fox Valley for a period of ten (10) years from the

Commencement Date (as defined in Section 3.02 below) or until the Maximum Reimbursement Amount is reached, whichever occurs first (the "Revenue Sharing Term").

3.02 Commencement Date. Upon Fox Valley giving the City written notice that it has satisfied all of the conditions of Article II of this Agreement, the Revenue Sharing Term shall commence the first calendar day of the succeeding month (the "Commencement Date"). The City shall thereafter confirm whether Fox Valley has satisfied all of the conditions of Article II of this Agreement and determine whether Fox Valley is entitled to receive the Fox Valley Sales Taxes.

3.03 Payment Procedure. After the Commencement Date, subject to and so long as the City has confirmed that Fox Valley has satisfied all the conditions of Article II of this Agreement, during the Revenue Sharing Term, the City shall pay to Fox Valley the Fox Valley Sales Taxes, on an annual basis, within thirty (30) days of receipt of State Sales Taxes in an amount which results in Fox Valley Sales Taxes due to Fox Valley after calculation of the amount due based on the current Annual Sales Tax Floor for that annual period.

3.04 Limitations on Rebates. The Fox Valley Sales Taxes set forth herein shall be subject to the following additional terms and conditions:

- (A) Such Fox Valley Sales Taxes shall be payable to Fox Valley solely from the City's Share of State Sales Taxes actually received by the City and originating from the taxable sales activities from the Dealership, and the City shall not be obligated to pay any Fox Valley Sales Taxes identified herein from any other fund or source.
- (B) If at any time during the term of this Agreement Fox Valley (i) relocates or otherwise transfers its operations occurring on the Subject Property to a site

located outside the corporate limits of the City, or (ii) should the Dealership be closed or vacated and not re-established within the corporate limits of the City within thirty (30) days of such closure/vacation, then in either case this Agreement shall terminate and Fox Valley shall not be entitled to any other Fox Valley Sales Taxes.

#### **ARTICLE IV** **GENERAL PROVISIONS**

- 4.01 Delay and Force Majeure. For the purposes of any of the provisions of this Agreement, neither the City nor Fox Valley, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain or storms or below freezing temperatures of abnormal degree or quantity for an abnormal duration, tornados and other events or conditions beyond the reasonable control of the Party affected which in fact interfere with the ability of such Party to discharge its respective obligations hereunder.
- 4.02 Assignment of Agreement. This Agreement may not be assigned without the City's consent, such consent not to be unreasonably withheld, and in any event, such consent shall be granted in the event such assignment does not result in a violation of 65 ILCS 5/8-11-21 or other applicable law, and said assignment is to a vehicle dealer (i) maintaining the then existing Dealership on the Subject Property in substantially the same manner, or (ii) having a principal activity on the Subject Property of the sale of new and/or used vehicles and which Dealership is not already located within the City. Fox Valley hereby agrees to indemnify and hold the City harmless from all liability, loss, cost or expense, including court costs and attorneys' fees, relating to any such judgments, awards, litigation, suits, demands, or proceedings with regard to any

assignment that violates this Section. Upon any such assignment, any reference to Fox Valley hereunder shall from and after the effective date of the assignment be deemed such assignee and Fox Valley shall thereupon have no further rights or obligations hereunder, except for the indemnification provisions set forth herein or as specifically provided for in the document governing such assignment. Notwithstanding the foregoing, Fox Valley may collaterally assign its rights hereunder to any Fox Valley lenders as security for loans to Fox Valley and/or the title holder of the Subject Property. The Parties acknowledge that this Agreement is an obligation which is for the benefit of Fox Valley, or permitted assignee, and is not a covenant running with the land.

4.03 Fox Valley Authority. Fox Valley hereby represents and warrants that it is a corporation authorized to do business in, and in good standing with, the State of Illinois. Fox Valley further represents and warrants that all corporate action necessary to make Fox Valley's obligations hereunder enforceable against Fox Valley have been taken, and that no further approvals or actions are required.

4.04 Defaults; Remedies.

- (1) In the event of any default under or violation of this Agreement (the "Default"), the Party not in Default shall serve notice upon the Party in Default (the "Defaulting Party"), which notice shall be in writing and shall specify the particular Default (the "Default Notice"). The Defaulting Party shall have the right to cure the Default within thirty (30) days from written notice of such Default; provided, however, if such Default cannot practically be cured within said thirty (30) days, provided the Defaulting Party has commenced the cure within such thirty (30) day period, and is actively and diligently proceeding with such cure, the Defaulting Party shall be granted such additional time to cure the Default as shall be reasonable under the circumstances. In this regard, the Defaulting Party



shall advise the other Party, in writing, during the initial thirty (30) day cure period, of the amount of time needed to cure said Default, and why the additional time is needed. After issuance of the Default Notice, and the Defaulting Party's failure to cure within the time frame required, the Party which served the Default Notice may terminate this Agreement, or may proceed to seek a cure of the Default by any action or proceeding at law or in equity, including seeking specific performance of the covenants and agreements herein contained, and/or an award for money damages for failure of performance. Notwithstanding the foregoing, in the event of a Default by the City, relative to its obligations to Fox Valley under Article III, Fox Valley's sole and exclusive remedies shall be to terminate this Agreement or seek specific performance from a court of competent jurisdiction of any sums due under this Agreement, if any, and Fox Valley shall not be entitled and expressly waives any claims to any monetary damages from the City.

(B) In the event that Fox Valley fails to meet its obligations as set forth in Sections 2.05 and 3.04B above, other than as a result of the termination of Fox Valley's franchise by GMC-Buick, through no fault of Fox Valley, or GMC-Buick going out of business as a manufacturer of motor vehicles, the City shall have the following additional remedies, after giving Fox Valley the notice required by Section 4.04(A) above:

- (1) In the first (1st) year after the Commencement Date, the City shall be repaid one-hundred percent (100%) of any sums paid or rebated to Fox Valley pursuant to this Agreement.
- (2) In the second (2nd) year after the Commencement Date, the City shall be repaid ninety percent (90%) of any sums paid or rebated to Fox Valley pursuant to this Agreement.

- (3) In the third (3rd) year after the Commencement Date, the City shall be repaid eighty percent (80%) of any sums paid or rebated to Fox Valley pursuant to this Agreement.
  - (4) In the fourth (4th) year after the Commencement Date, the City shall be repaid seventy percent (70%) of any sums paid or rebated to Fox Valley pursuant to this Agreement.
  - (5) In the fifth (5th) year after the Commencement Date, the City shall be repaid sixty percent (60%) of any sums paid or rebated to Fox Valley pursuant to this Agreement.
  - (6) In the sixth (6th) year after the Commencement Date, the City shall be repaid fifty percent (50%) of any sums paid or rebated to Fox Valley pursuant to this Agreement.
  - (7) In the seventh (7th) year after the Commencement Date, the City shall be repaid forty percent (40%) of any sums paid or rebated to Fox Valley pursuant to this Agreement.
  - (8) In the eighth (8th) year after the Commencement Date, the City shall be repaid thirty percent (30%) of any sums paid or rebated to Fox Valley pursuant to this Agreement.
  - (9) In the ninth (9th) year after the Commencement Date, the City shall be repaid twenty percent (20%) of any sums paid or rebated to Fox Valley pursuant to this Agreement.
  - (10) In the tenth (10th) year after the Commencement Date, the City shall be repaid ten percent (10%) of any sums paid or rebated to Fox Valley pursuant to this Agreement.
- (C) Fox Valley shall make any repayment owed to the City under this Agreement within thirty (30) days of a written demand from the City. Any amounts not repaid within said thirty (30) day period shall accrue interest at the rate of two percent (2%) per month, with the minimum interest payment being for a one (1) month period.
- (D) The provisions of Section 4.04(B) and (C) above shall survive the termination of this Agreement.

4.05 Notices. All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth

below, by any of the following means: (a) personal service, (b) electronic communications, (c) overnight courier, (d) registered or certified first class mail, postage prepaid, return receipt requested, or (e) priority mail with delivery confirmation

If to Fox Valley: Emir Abinon  
4050 E. Main St.  
St. Charles, IL 60174  
E-Mail: [Emir@foxvalleyag.com](mailto:Emir@foxvalleyag.com)

with a copy to: Scott Richmond  
Ariano, Hardy, Ritt, Nyuli, Richmond, Lytle & Goettel, P.C.  
2000 McDonald Road, Suite 200  
South Elgin, Illinois 60177  
E-Mail: [sgf@attorneys-illinois.com](mailto:sgf@attorneys-illinois.com)

If to the City: City Administrator  
City of St. Charles  
2 East Main Street  
St. Charles, Illinois 60174  
E-Mail: [hmcguire@stcharlesil.gov](mailto:hmcguire@stcharlesil.gov)

with copies to: Nicholas S. Peppers  
Storino, Ramello & Durkin  
9501 West Devon Avenue, Suite 800  
Rosemont, Illinois 60018  
E-Mail: [npeppers@srd-law.com](mailto:npeppers@srd-law.com)

or at such other addresses as either Party may indicate in writing to the other Party. Service by personal or overnight delivery shall be deemed to occur at the time of the delivery, and service by certified mail, return receipt requested, shall be deemed to occur on the third (3rd) day after mailing.

4.06 Law Governing. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. Venue for any legal action brought by either Party as a result of entering into the Agreement shall be in the Circuit Court of Kane County, Illinois.

4.07 Time. Time is of the essence under this Agreement and all time limits set forth herein are mandatory, and cannot be waived except by a lawfully authorized and executed written waiver by the Party excusing such timely performance.

4.08 Limitation of Debt. Any obligations of the City created by or arising out of this Agreement shall not be a general debt of the City on, or a charge against, the City's general credit or taxing powers, but shall be a limited obligation payable solely out of the Fox Valley Sales Taxes as set forth in Article III. Provided, however, if the City no longer receives State Sales Taxes from the Dealership due to a law change by the State of Illinois, then the City shall make payments to Fox Valley from any alternate sources of revenue provided to the City, by the State of Illinois, specifically as a replacement or substitute for State Sales Taxes presently received by the City (the "Alternate Source Revenues") and, in that event, the payment to Fox Valley shall be calculated as if the City were continuing to receive the State Sales Taxes at a rate equal to the sales tax rate applicable to the City's share of the State Sales Taxes immediately prior to the elimination of the City's State Sales Taxes, multiplied by Fox Valley's sales that would have been subject to State Sales Taxes. The amount to be tendered to Fox Valley from any Alternate Source Revenues shall be subject to a proportionate reduction in the event that the Alternate Source Revenues do not constitute, or are not intended to constitute, a one hundred percent (100%) replacement of the State Sales Taxes previously received by the City. The City's obligation to provide Fox Valley with Fox Valley Sales Taxes is restricted to State Sales Taxes generated by Fox Valley and actually received by the City, or Alternate Source Revenues actually received by the City.

4.09 No Waiver or Relinquishment of Right to Enforce Agreement. Failure of either Party to this Agreement to insist upon the strict and prompt performance of the terms covenants, agreements, and conditions herein contained, or any of them, upon the other Party imposed, shall not constitute or be construed as a waiver or relinquishment of the Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

- 4.10 Article and Section Headings. All Article and Section headings or other headings in this Agreement are for the general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.
- 4.11 Amendments. There are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than those set forth in this Agreement. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties hereto unless authorized in accordance with law and reduced to writing and signed by them.
- 4.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which, taken together, shall constitute one and the same instrument.
- 4.13 Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein.
- 4.14 Changed Conditions. In the event it is finally determined by any court of competent jurisdiction (after exhaustion of all regular appeals) that any of the covenants of this Agreement cannot legally be performed by the City or are not within the constitutional authority conferred upon the City as a home rule municipality, or the State of Illinois constitutional or statutory scheme shall become inconsistent with this Agreement, notwithstanding such judicial determination, or constitutional or statutory change, the City agrees to make every reasonable effort within its lawful authority to carry out the intention of the Parties as hereinabove agreed. The City shall, after such judicial determination, or constitutional or statutory change, make every reasonable effort to substitute a mechanism to accomplish the intent of this Agreement within its power as a home rule municipality. Notwithstanding anything to the contrary contained herein,

the City shall not be obligated to pay any sums to Fox Valley hereunder, in the event the City no longer receives State Sales Taxes, unless Alternate Source Revenues are provided to the City from the State of Illinois, and provided payment hereunder from Alternate Source Revenues is not illegal.

4.15 Indemnification. In the event that a claim is made against the City, its officers, officials, agents and employees, or any of them (or if the City, its officers, officials, agents and employees or any of them is made a party-defendant in any proceeding), arising out of or in connection with (1) this Agreement, or (2) the operation of Fox Valley at the Subject Property, Fox Valley shall defend and hold the City, its officers, officials, agents and employees harmless from all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorneys' fees. In such event, the City and its officers, officials, agents and employees shall have the right to retain independent counsel, should it choose to defend any action resulting from the indemnification obligations under this Section. In such event, Fox Valley shall reimburse the City for all legal expenses incurred in connection with such defense. The City and its officers, officials, agents and employees shall cooperate in the defense of such proceedings and be available for any litigation-related appearances which may be required. Further, Fox Valley shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, with the prior approval or consent of the City, its officers, officials, agents and employees, as the case may be, provided the City shall not be required to contribute to such settlement.

4.16 Limitation of Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement, or for any claim based thereon or otherwise in respect thereof shall be had against any officer, agent or employee of the City, and all and any such rights or claims of Fox Valley against any officer, agent or employee of the City are hereby expressly waived and released as a condition of and as consideration for the execution

of this Agreement by the City.

- 4.17 Attorney Fees. Should it become necessary to bring legal action or proceedings to enforce this Agreement, or any portion thereof, or to declare the effect of the provisions of this Agreement, the prevailing arty shall be entitled to recover or offset against sums due, its costs, including reasonable attorney's fees, in addition to whatever other relief the prevailing party may be entitled.

**City of St. Charles,**  
an Illinois home rule municipal corporation

By: \_\_\_\_\_  
Lora A. Vitek, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Nancy Garrison, City Clerk

**Fox Valley Buick-GMC, Inc.,**  
an Illinois corporation,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Authorized Officer

**EXHIBIT A-1**

**Legal Description of the Subject Property**

LOT 1 IN MCGRATH AUTOPARK SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF KANE COUNTY, ILLINOIS ON FEBRUARY 13, 2008 AS DOCUMENT NO. 2008K011521

EXCEPTING THEREFROM THE FOLLOWING CONDEMNED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION IN CASE 11 ED 94 DESCRIBED AS FOLLOWS:

THAT PART OF LOT 1 IN MCGRATH AUTOPARK SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 13, 2008 AS DOCUMENT NO. 2008K011521 IN KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE EAST ON THE NORTH LINE OF SAID LOT 1 AND ON A 9466.15 FOOT RADIUS CURVE CONCAVE TO THE SOUTH 20.01 FEET; THE CHORD OF SAID CURVE BEARS NORTH 75 DEGREES, 18 MINUTES 09 SECONDS EAST ON A BEARING BASED ON THE ILLINOIS (STATE PLANE COORDINATE SYSTEM EAST ZONE NAD 83) A DISTANCE OF 20.01 FEET; THENCE SOUTH 16 DEGREES 13 MINUTES 40 SECONDS EAST, 19.47 FEET; THENCE SOUTH 73 DEGREES 46 MINUTES 20 SECONDS WEST, 20.00 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 16 DEGREES 13 MINUTES 40 SECONDS WEST ON THE WEST LINE OF SAID LOT 1, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

PIN: 09-26-302-014

Commonly known as: 1411 East Main St., St. Charles, IL 60174

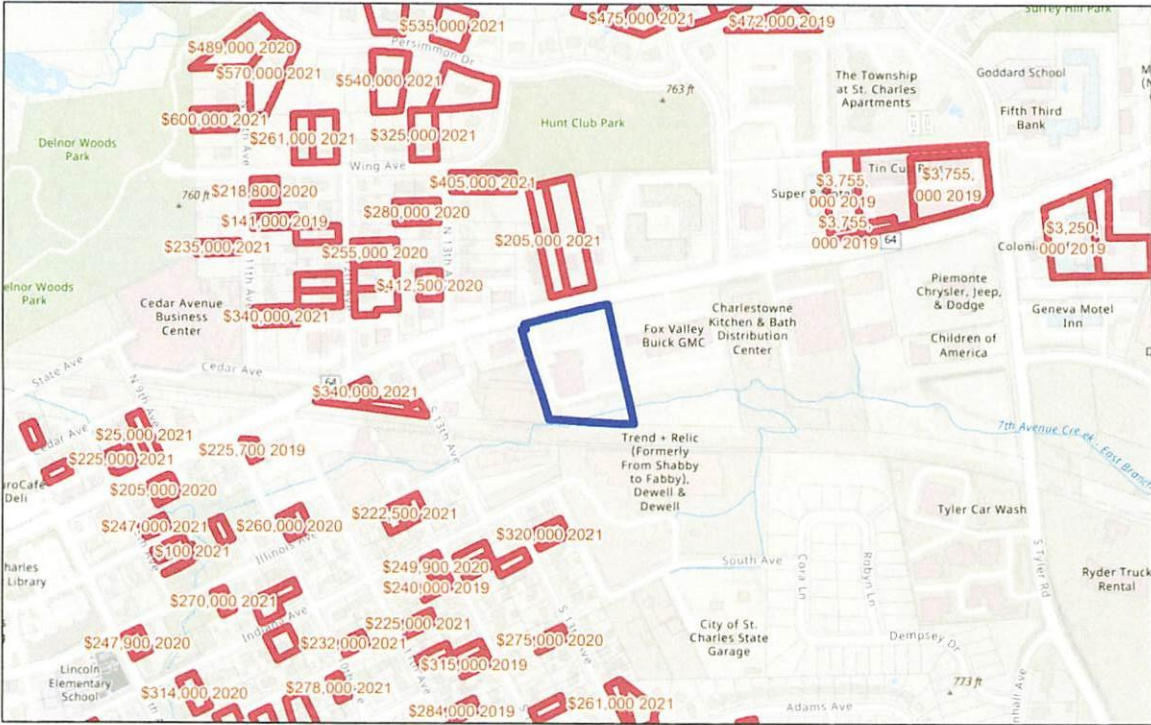
P.I.N.: \_\_\_\_\_

Common Address: 1411 East Main Street, St. Charles, Illinois 60174

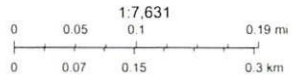


**EXHIBIT A-2**

**Depiction of the Location of the Dealership**



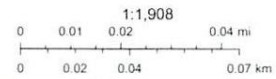
4/4/2023



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4/4/2023

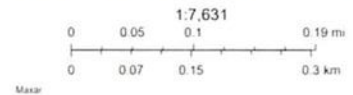


Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N. Robinson, NCEAS, NLS, OS, NMA, Geodatasysteem, Rijkswaterstaat, GSA, Geoland, FEMA

These layers do not represent a survey. No Accuracy is assumed for the data records, including plats, surveys, recorded deeds, and contracts, and only contains information required for local government purposes. See the recorded documents for more detailed legal information.



4/4/2023

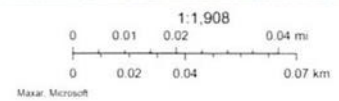


These layers do not represent a survey. No Accuracy is assumed for the data records, including plats, surveys, recorded deeds, and contracts, and only contains information required for local government purposes. See the recorded documents for more detailed legal information.





4/4/2023



These layers do not represent a survey. No Accuracy is assumed for the data records, including plats, surveys, recorded deeds, and contracts, and only contains information required for local government purposes. See the recorded documents for more detailed legal information.

## **GROUP EXHIBIT B**

### **Description and Depiction of the Project**

**DESCRIPTION:** Fox Valley Buick-GMC, Inc. currently operates a Buick-GMC dealership which adjoins the former McGrath dealership property. Fox Valley Buick-GMC, Inc. intends to use the former McGrath Honda site to expand its Buick-GMC dealership footprint to allow for a greater selection of used vehicles and to bring offsite operations onto the subject property and expand its service facilities in the existing Buick-GMC dealership.

Fox Valley Buick-GMC, mc. plans to improve the existing facility on the Property through interior and exterior improvements including electrical upgrades, painting, extensive interior cleaning, new epoxy flooring, a new car wash, new LED lighting, new carpeting, façade repairs and rebranding away from the prior Honda brand. The parking lot will be repaired, sealed and striped.

Additionally, exterior concrete will be repaired. By improving the Property, Fox Valley Buick-GMC will use the extended parking frontage for Used Vehicle Inventory. This will allow it to grow its sales and revenue. Fox Valley Buick-GMC, Inc. plans to increase its investment in Used Vehicle Inventory by an additional \$1,500,000.00, effectively doubling its availability of vehicles to sell. The business anticipates sales to grow by 30%.

**Depiction:** See attached plans and drawings



GROUP EXHIBIT B







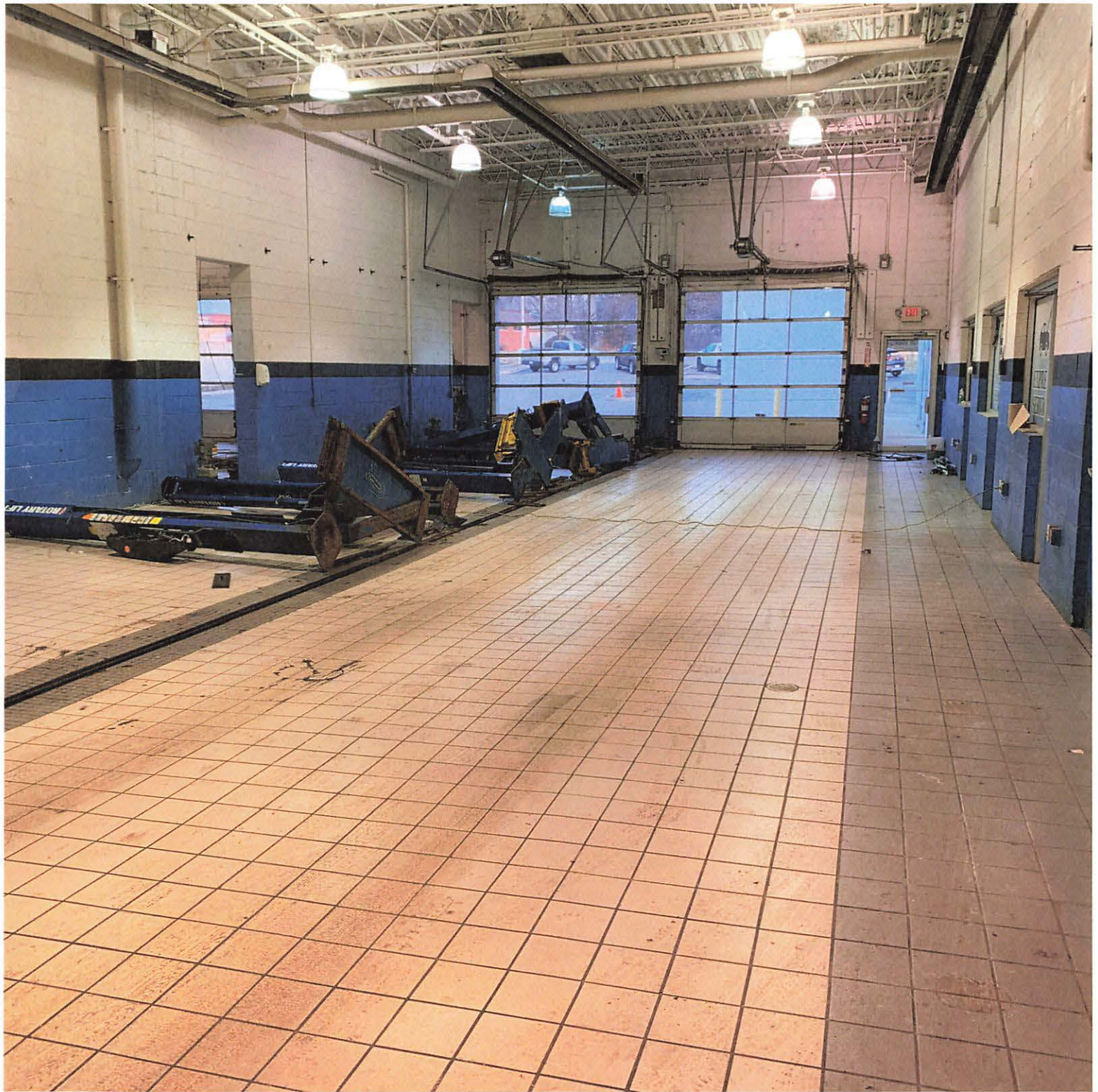








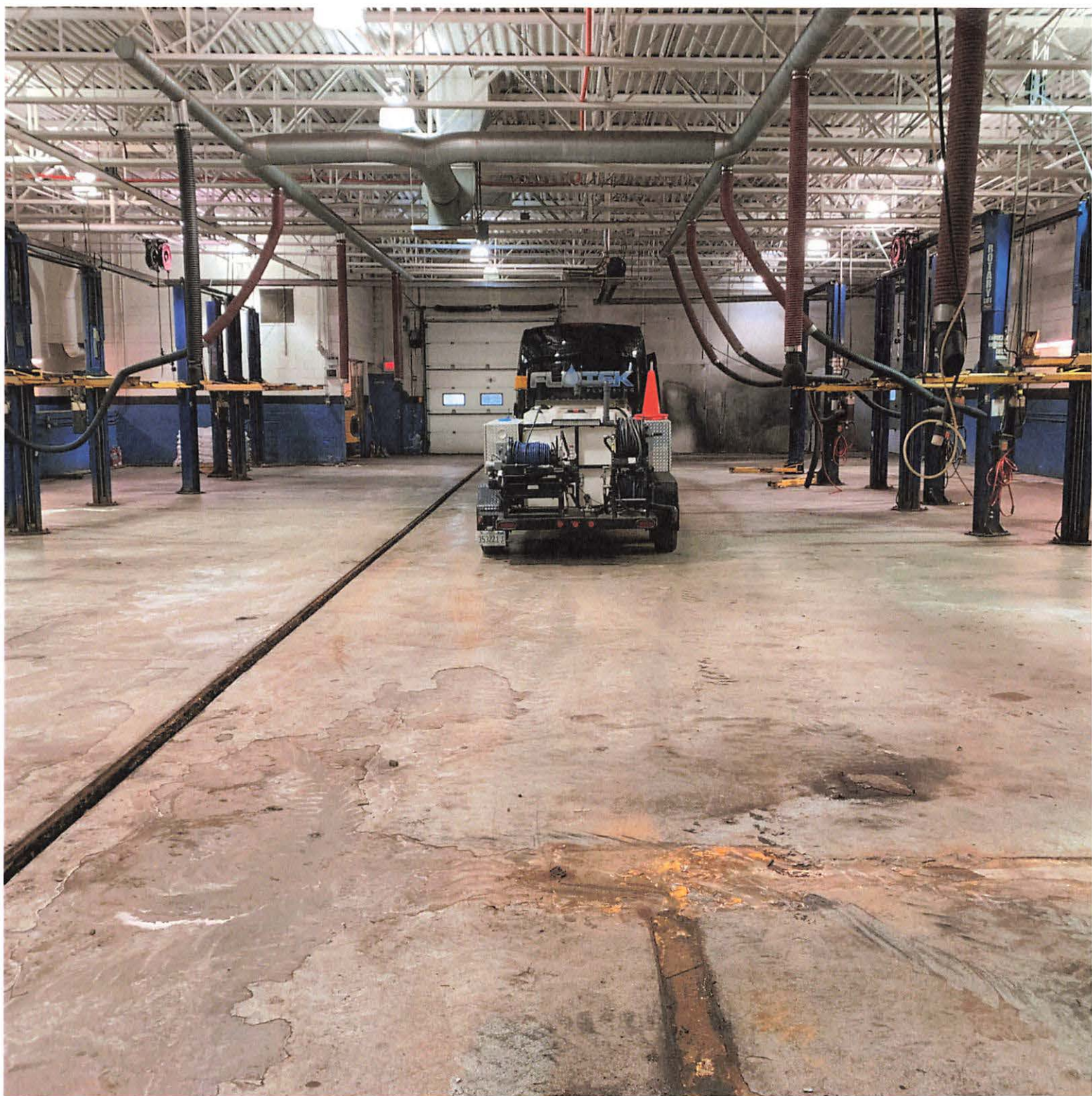




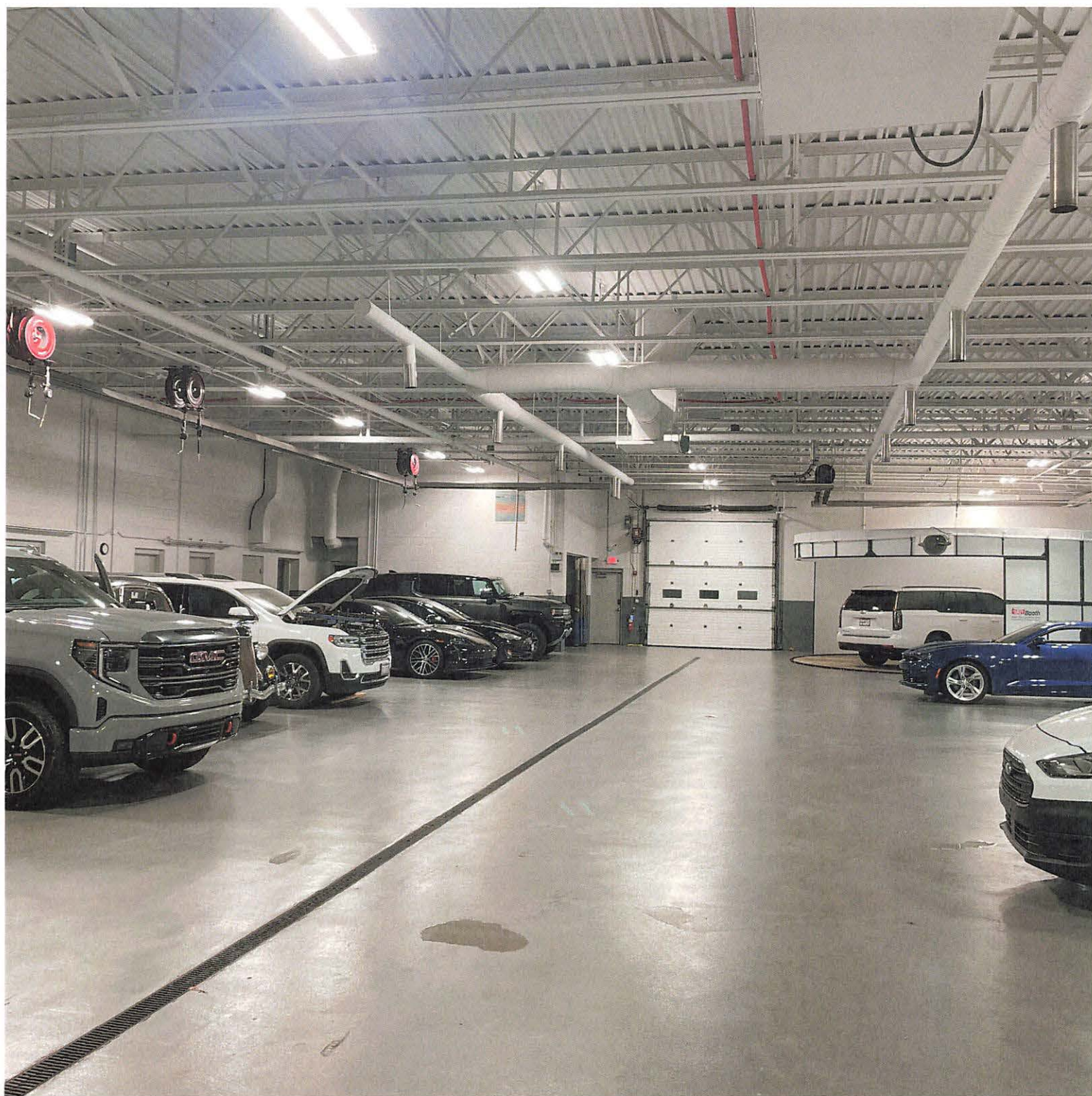
















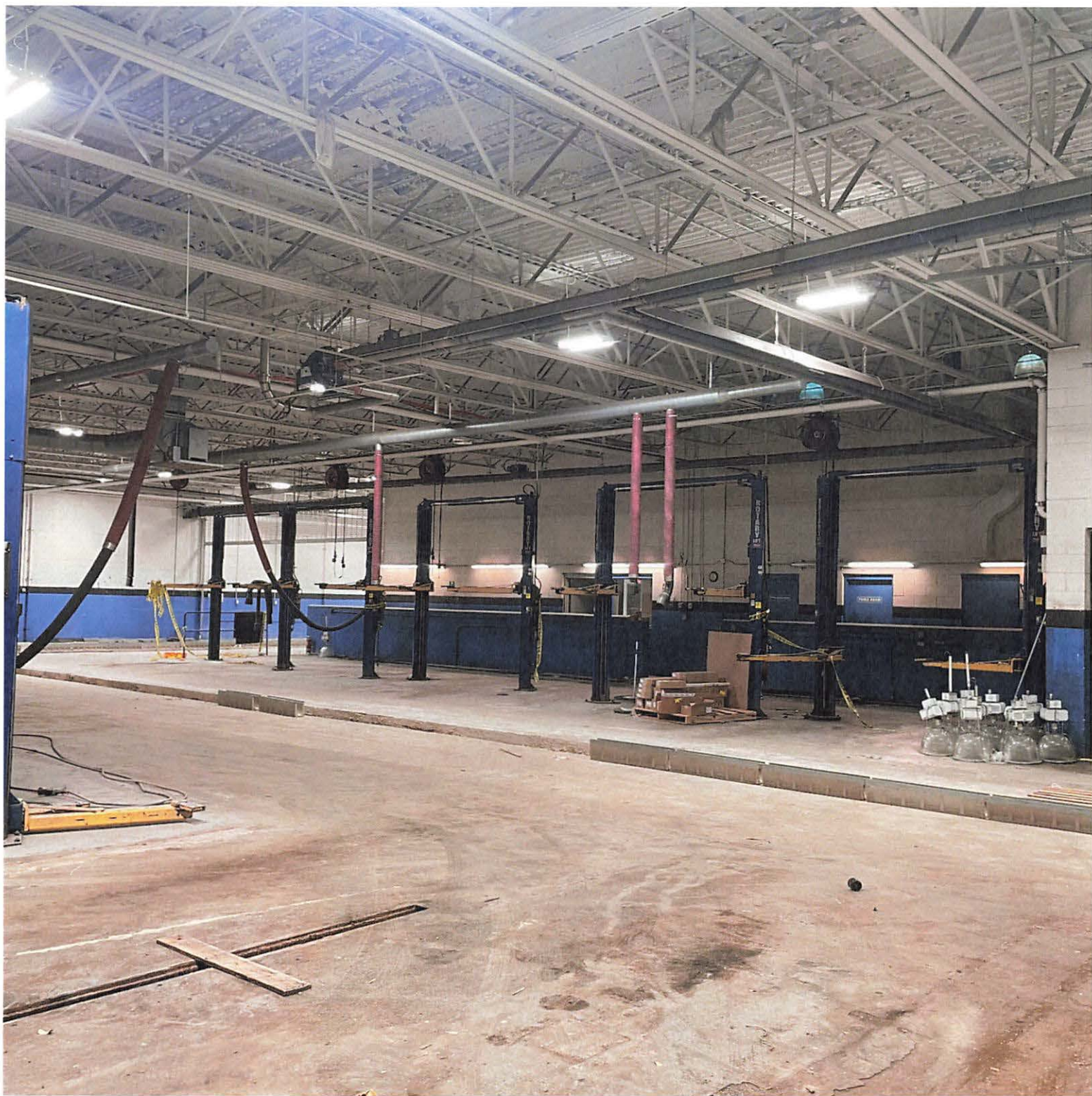




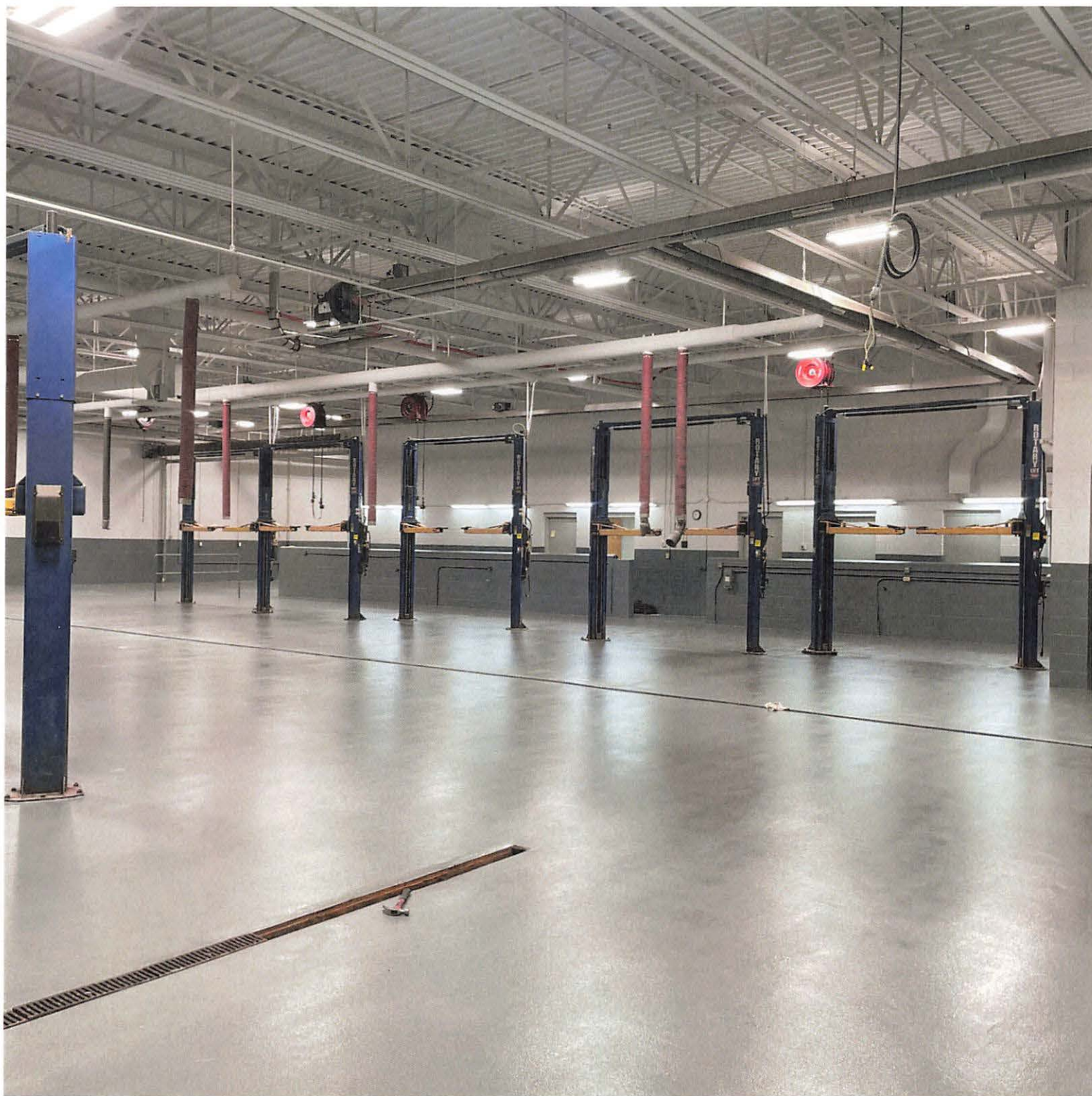


























**EXHIBIT C**

**Estimated Project Costs**

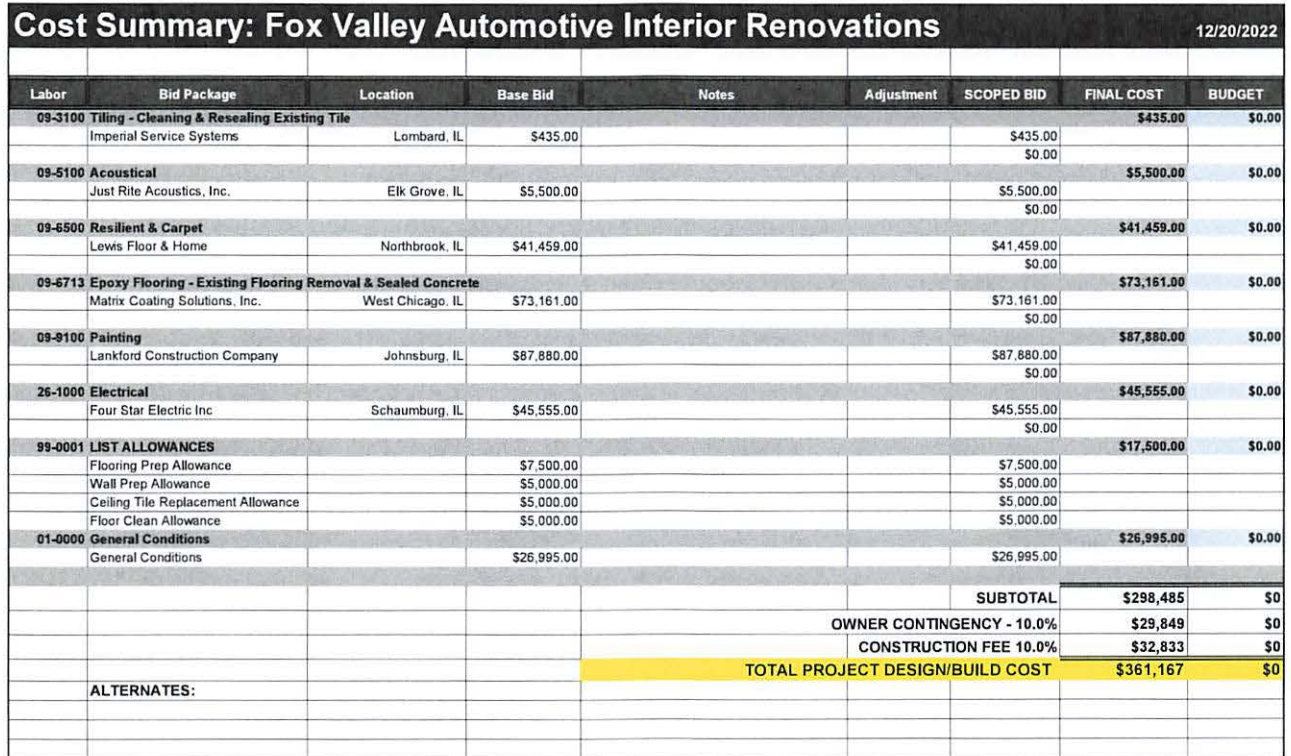
## GROUP EXHIBIT C

BUILDING CHARGES				
DATE	PAY TO	EXPENSE	REPAIR	DESCRIPTION
5/2/2022	TINY BARN		8575.00	CONCRETE DRAIN REPAIR
5/17/2022	TINY BARN		3750.41	CAST TRENCH DRAINS
6/13/2022	TINY BARN		4768.79	TRENCH DRAIN INSTALL
6/29/2023	TINY BARN		1238.00	REPAIR STAIR RISERS
7/13/2022	TINY BARN		1350.00	CHARGING STATION ISLAND REPAIR
12/5/2022	RENT	15000.00		RENT
12/2/2022	ALARM DETECTION	511.25		EXT DOOR ALARMS
12/6/2022	TOWN&COUNTRY ELEC		164.20	REMOVE CONDUIT/CARWASH
12/27/2022	BGMC 90500	(500.00)		SALE OF OLD PARTS BINS
12/11/2022	ALARM DETECTION	159.00		QRTLY CHARGES
12/8/2022	ALARM DETECTION	41.03		FIRE ALARM MONITOR DEC
12/16/2022	ALARM DETECTION	511.25		REKEY EXT DOORS
12/8/2022	ALARM DETECTION	1735.00		ALARM SYSTEM
12/31/2022	NICOR GAS	2759.72		GAS BILL 11/24-12/21
1/2/2023	RENT	15000.00		
1/4/2023	FLOTEK PLUMBING		281.25	REMOVE FLOOR DRAIN GATES
1/11/2023	TINY BARN		2850.00	
1/12/2023	VONS ELECTRIC		8825.00	REPLACE CARWASH ELECTRICAL
12/29/2022	ALARM DETECTION	1989.03		ALARM SYSTEM UPGRADE
1/13/2023	FLOTEK PLUMBING		6965.00	INSTALL NEW WATER LINE
1/21/2023	CITY OF ST CHARLES	3384.97		ELECTRIC BILL
1/23/2023	AAA DOOR TEK		2604.77	ROLLERS & SPRINGS GARAGE DOORS
1/24/2023	BGMC 8200	(3500.00)		SALE OF LIFT
1/25/2023	TINY BARN		26816.00	REPLACE TRENCH DRAINS
1/25/2023	TINY BARN		6650.00	DRAIN & TILE REMOVAL
1/31/2023	AMAZON		194.39	THERMOSTAT
1/31/2023	NICOR GAS	3153.85		GAS BILL 12/21-01/23
2/2/2023	FLOTEK PLUMBING		1644.50	ROD BRANCH DRAINS FOR NEW TRENCH DRAIN
2/2/2023	RENT	15000.00		RENT
2/13/2023	TINY BARN		10436.54	LOCKING GRATEDS FOR DRAINS
1/11/2023	TINY BARN		2850.00	REMOVE CIDERBLOCK WALL
1/18/2023	FLOTEK PLUMBING		4485.00	REPLACE WATER HEATER
2/7/2023	FLOTEK PLUMBING		4300.00	PROVIDE & INSTALL DRINKING/FILLER FOUNTAIN
2/13/2023	360 PHOTO BOOTH		9033.12	RELOCATE BOOTH FROM VW TO 1411
2/13/2023	TINY BARN		9786.54	LOCKING GRATES FOR DRAINS
2/13/2023	TINY BARN		650.00	CLEAN & REPAIR WALL CRACKS
2/14/2023	AAA DOOR TEK		1150.00	DEPOSIT FOR HOIST OPERATOR
2/13/2023	MIDWEST MECHANICAL		1256.09	SHOWROOM EAST & WESTSIDE HEATER REPAIR
2/15/2023	FLOTEK PLUMBING		1106.50	REMOVAL OF BATHROOM FIXTURES FOR NEW WALL
2/16/2023	AAA DOOR TEK		1192.00	BALANCE OF HOIST OPERATOR REPLACEMENT
2/20/2023	CITY OF ST CHARLES	4237.77		ELECTRIC BILL
2/22/2023	TINY BARN		31300.00	COMPLETION OF TRENCH DRAINS & FOOTAGE DRAINS
2/23/2023	briteomatic		900.00	CARWASH REMOVAL
2/28/2023	NICOR GAS	2435.93		
1/24/2023	E & J DISPOSAL		445.00	DUMPSTER RENTAL
1/24/2023	E & J DISPOSAL		445.00	DUMPSTER RENTAL
1/26/2023	E & J DISPOSAL		335.00	CONSTRUCTION DEBREE
1/31/2023	E & J DISPOSAL		165.90	CONSTRUCTION DEBREE
3/1/2023	TOWN&COUNTRY ELEC		523.30	PARKING LOT LIGHT FIXTURE NOT WORKING
3/6/2023	RENT	15000.00		MARCH
3/10/2023	LAKESHORE GARBAGE	1121.66		GARBAGE PICK UP 3 MONTHS



3/16/2023	ALARM DETECTION	384.00		BUILDING ALARM
3/16/2023	FLOTEK PLUMBING		547.62	PARTS DRAIN CLEAN OUT
3/20/2023	MENARDS		999.24	WHITE FRP WALL PANELS/MLDG
3/30/2023	MENARDS		111.68	WALL PANEL ADDTNL SUPPLIES
3/22/2023	TINY BARN		5150.00	REMOVE & REPLACE 6 BOLLARDS
3/22/2023	TINY BARN		1050.00	REMOVE CLEAN OUT DRAIN COVERS
3/22/2023	CITY OF ST CHARLES	3027.63		ELECTRIC BILL
3/24/2023	REDMOND CONSTR		158570.00	1411 CONSTRUCT (EMIR PY1)
3/28/2023	FLOTEK PLUMBING		4634.00	TOILET/URINAL CLEAN AND REINSTALL
3/29/2023	MENARDS		166.81	FAST GRAB ADHESIVE
3/30/2023	NICOR GAS	1710.98		
3/31/2023	TINY BARN		2351.00	23 YELLOW BOLLARD COVERS
4/3/2023	CITY OF ST CHARLES		7000.00	ST CHARLES TAX ASSISTANCE FEE
4/3/2023	RENT	15000.00		
4/20/2023	TINY BARN		20000.00	REMOVE & READJUST 10 MANHOLE FRAMES
4/23/2023	NICOR GAS	2214.89		
12/28/2022	CRYSTAL CLEAN		3197.49	TRIPLE TRAP CLEAN OUT
4/26/2023	CITY OF ST CHARLES		375.00	BUILDING PERMIT FOR CARWASH
4/28/2023	AAA DOOR TEK		1150.00	DEPOSIT FOR HOIST OPERATOR
4/19/2023	ORION LANDSCAPE	773.00		LAWN CLEAN UP
4/29/2023	ST CHLS HRDWR		12.87	KEY
5/1/2023	REDMOND CONSTR		72942.00	1411 CONSTRUCT (EMIR PY2)
5/3/2023	RENT	15000.00		
5/10/2023	PETES A TOWING	320.00		SCISSOR LIFT TRANSPORT
5/10/2023	AAA DOOR TEK		1992.60	HOIST OPERATOR
5/11/2023	NICOR GAS	890.48		
5/15/2023	AUTO OWNERS	2410.00		FLOOD INSURANCE
5/17/2023	CITY OF ST CHARLES	3204.07		ELEC/WATER
5/17/2023	CITY OF ST CHARLES	640.00		CARWASH PERMIT FEE
5/10/2023	AMAZON		172.79	THERMOSTAT
5/15/2023	GABI CAP ONE		92.74	KEY BOX
5/25/2023	LAKESHORE GARBAGE	507.44		2 months garbage pickup
5/25/2023	TINY BARN		97278.00	50% PARKING LOT REPAIR
5/31/2023	MATRIX COATING		3750.00	2ND FLOOR STORAGE AREA COATING
6/1/2023	RENT	15000.00		
6/9/2023	LAKESHORE GARBAGE	267.62		garbage
6/9/2023	NICOR GAS	432.31		
6/14/2023	TINY BARN		9375.00	50% PARKING LOT REPAIR
6/15/2023	FLOTEK PLUMBING		2347.80	BACKFLOW INSTALL AND TEST
6/7/2023	AMAZON		35.63	FIRE EXTIGUISHER MOUNTS
6/19/2023	TINY BARN(53232)		15000.00	PARKING LOT REPAIRS
6/22/2023	PROVIGIL	947.64		BUILDING ALARMS
6/23/2023	ALARM DETECTION	1093.20		qrtrly July-Sept plus Annual
6/25/2023	LAKESHORE GARBAGE	250.66		TRASH PICK UP
6/25/2023	ALARM DETECTION	714.00		ADD STROBE IN WASH BAY
6/28/2023	TINY BARN		9375.00	REMAINING 50% PARKING LOT
6/30/2023	REDMOND CONSTR		166125.00	REMODEL
7/7/2023	NICOR GAS	198.49		
07/08/23	FOUR STAR ELECTRIC		574.00	INSTALL EXIT SIGNS BATTERY LIGHTS & BATTERY
7/12/2023	CITY OF ST CHARLES	2277.33		ELECTRIC BILL
7/12/2023	TINY BARN		97278.00	REMAINING 50% PARKING LOT
7/25/2023	FLOTEK PLUMBING		1848.25	REPAIR BAD VALVE/FIX LEAK/INSTALL WASHER/DRYER
7/1/2023	HOME DEPOT		654.01	EXIT LIGHTING
7/27/2023	COSTCO		357.95	LUNCH ROOM TABLE / CHAIRS

7/13/2023	M McNALLY'S HEATING		4200.00	RTU REPAIR
7/15/2023	CAPONE/LOWES		682.75	DETAIL SUPPLIES
7/24/2023	MENARDS		1511.13	FANS/EXT CORDS/DOLLY/TRASH CANS/HOSES
7/28/2023	AMAZON		541.56	3 CORDLESS DRILLS
7/27/2023	J&R		412.15	DETAIL SUPPLIES
7/27/2023	TINY BARN		2750.00	STAIN & SEAL FRONT ENTRANCE
8/1/2023	AMAZON		7845.82	CARPET EXTRACTORS
8/1/2023	HOME DEPOT		1218.15	SHOP VAC
8/1/2023	GRIOTS		812.78	3 DETAIL CARTS
8/3/2023	AAA DOOR TEK		987.60	REWIRE DOORS
8/15/2023	SUMMIT AUTO		937.35	CARPET DRYERS
8/11/2023	AMAZON		303.04	UNDERHOOD LIGHTS
8/1/2023	J&R		2654.22	SUPPLIES
8/23/2023	TINY BARN		6720.00	OVERHEAD GARAGE DOOR APRON REMOVAL
9/8/2023	TINY BARN		3277.59	DISPOSAL OF CINDER BLOCK
9/12/2023	EPA PAYMENT		3567.24	
9/14/2023	J&R		1277.03	AIR HOSE/COUPLERS
9/14/2023	J&R		715.90	TOWELS/CLEANERS/ WIRE WHEEL
9/13/2023	J&R		161.20	GLOVES/STONE/SCRAPPERS
9/15/2023	DETAIL SUPPLIES/AMAZON		6027.79	DANI CARD/ DETAIL SUPPLIES
9/19/2023	TINY BARN		9320.00	BAL OF OVERHEAD APRONS/MANHOLE COVER ADJUST
10/13/2023	FLOTEK PLUMBING		1454.50	REPAIRS TO LIFT AIR LINES/WATER SPIGOTS
10/16/2023	TINY BARN		137560.00	PARKING LOT REPAIRS(2 CHECKS)
11/8/2023	TINY BARN (28920)		25000.00	UPPER WALL TUCK POINT/BACK FENCE REPAIR CLEAN UP
	RUNNING BALANCE	145,304.20	1,041,807.38	



Cost Summary: Fox Valley Automotive Exterior Renovations								12/20/2022
Labor	Bid Package	Location	Base Bid	Notes	Adjustment	SCOPED BID	FINAL COST	BUDGET
07-0000	Exterior Cleaning						\$6,752.00	\$0.00
	Imperial Service Systems, Inc.	Lombard, IL	\$6,752.00			\$6,752.00		
						\$0.00		
						\$0.00		
07-2410	EIFS						\$19,100.00	\$0.00
	JPP Construction	Franklin Park, IL	\$19,100.00			\$19,100.00		
						\$0.00		
						\$0.00		
07-4200	ACM						\$7,100.00	\$0.00
	DK Metals Ltd	Sycamore, IL	\$7,100.00			\$7,100.00		
						\$0.00		
						\$0.00		
09-9100	Painting						\$12,180.00	\$0.00
	Lankford Construction Company	Johnsburg, IL	\$12,180.00			\$12,180.00		
						\$0.00		
						\$0.00		
10-7313	Awnings						\$5,147.00	\$0.00
	ASL Metal Fabricators	Addison, IL	\$5,147.00			\$5,147.00		
						\$0.00		
99-0001	LIST ALLOWANCES						\$5,000.00	\$0.00
	Wall Prep Allowance		\$5,000.00			\$5,000.00		
01-0000	General Conditions						\$20,301.00	\$0.00
	General Conditions		\$20,301.00			\$20,301.00		
						SUBTOTAL	\$75,580	\$0
						OWNER CONTINGENCY - 10.0%	\$7,558	\$0
						CONSTRUCTION FEE 10.0%	\$8,314	\$0
						TOTAL PROJECT DESIGN/BUILD COST	\$91,452	\$0
	ALTERNATE:							
	Alternate #1 - Paint existing exterior blue metal panel at entrance						\$3,839	

## Cost Summary: Fox Valley Automotive Site Work Renovations

12/20/2022

Labor	Bid Package	Location	Base Bid	Notes	Adjustment	SCOPED BID	FINAL COST	BUDGET
32-1216	Asphalt Paving - Mill, Overlay, Seal Coat, Line Striping						\$170,450.00	\$0.00
	Rose Paving LLC.	Streamwood, IL	\$170,450.00	Site Plan attached for scope of work		\$170,450.00		
						\$0.00		
32-1600	Site Concrete						\$0.00	\$0.00
						\$0.00		
						\$0.00		
99-0001	LIST ALLOWANCES						\$0.00	\$0.00
						\$0.00		
01-0000	General Conditions						\$14,489.00	\$0.00
	General Conditions		\$14,489.00			\$14,489.00		
						SUBTOTAL	\$184,939	\$0
						OWNER CONTINGENCY - 10.0%	\$18,494	\$0
						CONSTRUCTION FEE 10.0%	\$20,343	\$0
						TOTAL PROJECT DESIGN/BUILD COST	\$223,776	\$0

**City of St. Charles, IL**  
**Ordinance No. 2024-Z-\_\_**

**An Ordinance Granting Approval of Easement Vacation Plat and Detention  
Easement Plat for 2651 E. Main St. (St. Charles Toyota)**

WHEREAS, a Plat of Easement Vacation and Plat of Detention Easement were submitted to the City of St. Charles (“City”) on or about January 22, 2024, by Jace Murray, Murray Commercial, for 2651 E. Main St., for St. Charles Toyota; and,

WHEREAS, the Planning and Development Committee of the City Council recommended approval of the Plat of Easement Vacation and Detention Easement Plat on February 12, 2024; and,

WHEREAS, the City Council of the City of St. Charles received the recommendation of the Planning and Development Committee of the City Council and has considered the same.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, KANE AND DUPAGE COUNTIES, ILLINOIS, as follows:

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

- Easement Vacation Plat; Regional Land Services; dated 1/4/2024
- Detention Easement Plat; Regional Land Services; dated 1/4/2024

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

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 20<sup>th</sup> day of February 2024.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 20<sup>th</sup> day of February 2024.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 20<sup>th</sup> day of February 2024.

---

Lora A. Vitek, Mayor

Attest:

---

Nancy Garrison, City Clerk

Vote:

Ayes:

Nays:

Absent:

Abstain:

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


**EXHIBIT “A”**

**EASEMENT VACATION PLAT & DETENTION EASEMENT PLAT**





LEGEND

————	PROPERTY LINE
	EASEMENT HEREBY VACATED
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

STATE OF ILLINOIS )  
COUNTY OF KANE ) SS

I, \_\_\_\_\_, COUNTY CLERK OF KANE COUNTY, ILLINOIS, DO  
HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO  
UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF  
THE LAND INCLUDED IN THE ANNEXED PLAT. I FURTHER CERTIFY THAT I HAVE  
RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.  
"GIVEN UNDER MY HAND AND SEAL AT \_\_\_\_\_, ILLINOIS,  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_"

COUNTY CLERK

STATE OF ILLINOIS )  
COUNTY OF KANE ) SS

THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_ AT \_\_\_\_\_ O'CLOCK, \_\_\_\_ M. AND WAS RECORDED IN THE PLAT ENVELOPE NO. \_\_\_\_\_

COUNTY RECORDER

APPROVED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.  
CITY COUNCIL OF CITY OF ST. CHARLES, ILLINOIS

MAYOR

ATTEST: \_\_\_\_\_  
CITY CLERK

STATE OF ILLINOIS)  
COUNTY OF OGLE) SS

I HEREBY DESIGNATE \_\_\_\_\_, AND/OR REPRESENTATIVES THEREOF, TO RECORD THIS PLAT, A TRUE COPY OF WHICH HAS BEEN RETAINED BY ME TO ASSURE NO CHANGES HAVE BEEN MADE TO ASSURE NO CHANGES HAVE BEEN MADE TO SAID PLAT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, A.D., AT ROCHELLE, OGLE COUNTY,  
ILLINOIS.

BY: \_\_\_\_\_  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003832  
MY LICENSE EXPIRES NOVEMBER 30, 2024.  
ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 007858-0010

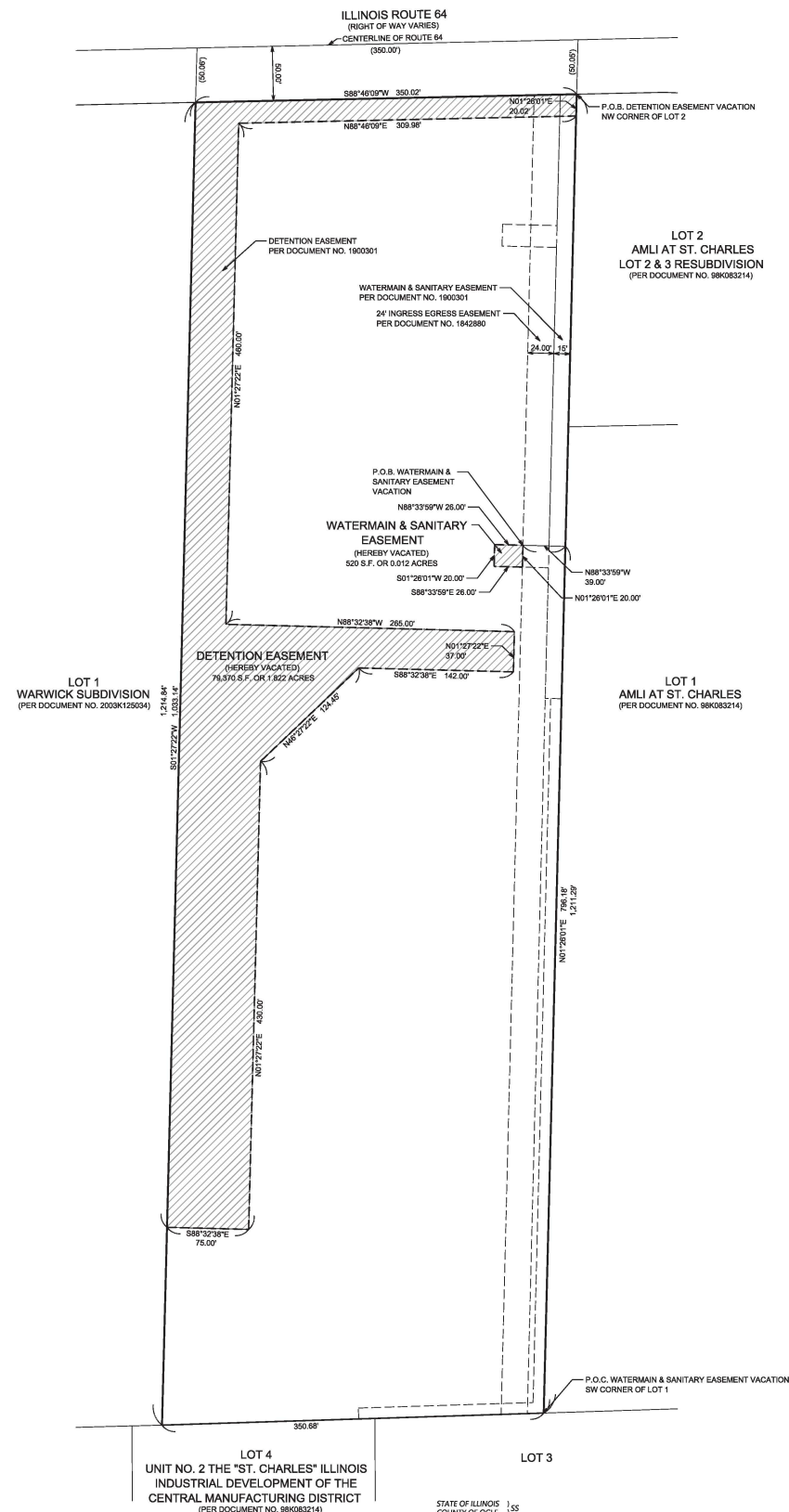
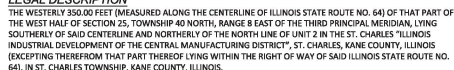


PART OF THE WESTERLY 350.00 FEET (MEASURED ALONG THE CENTERLINE OF ILLINOIS STATE ROUTE NO. 64) OF THAT PART OF THE WEST HALF OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF SAID CENTERLINE AND NORTHERLY OF THE NORTH LINE OF UNIT 2 IN THE ST. CHARLES "ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT", ST. CHARLES, KANE COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PART THEREOF LYING WITHIN THE RIGHT OF WAY OF

BEGINNING AT NORTHWEST CORNER OF LOT 2 IN AMU AT ST. CHARLES LOT 2 & LOT 3  
RESUBDIVISION PER DOCUMENT NO. 2002X090894; THENCE SOUTH 88 DEGREES 45 MINUTES  
OR SECONDS WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF IN KAWILLO SUBDIVISION  
ROUTE NO. 64, 350.02 FEET TO THE NORTHEAST CORNER OF LOT 1 IN KAWILLO SUBDIVISION  
ROUTE NO. 64, 124.65 FEET; THENCE SOUTH 88 DEGREES 45 MINUTES OR SECONDS WEST  
WEST ALONG THE EAST LINE OF SAID LOT 1, 1,033.14 FEET; THENCE SOUTH 88 DEGREES 32  
MINUTES 38 SECONDS EAST, 75.00 FEET; THENCE NORTH 01 DEGREES 27 MINUTES 22  
SECONDS EAST, 430.00 FEET; THENCE NORTH 46 DEGREES 27 MINUTES 22 SECONDS EAST, 124.65  
FEET; THENCE SOUTH 88 DEGREES 32 MINUTES 38 SECONDS EAST, 34.00 FEET;  
THENCE SOUTH 88 DEGREES 32 MINUTES 38 SECONDS WEST, 265.00 FEET; THENCE NORTH 88  
DEGREES 32 MINUTES 38 SECONDS WEST, 265.00 FEET; THENCE NORTH 01 DEGREES 27  
MINUTES 22 SECONDS EAST, 460.00 FEET; THENCE NORTH 88 DEGREES 46 MINUTES 09  
SECONDS EAST 309.98 FEET TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 01 DEGREES 26  
MINUTES 22 SECONDS EAST 124.65 FEET TO THE POINT OF BEGINNING, IN ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS.

PART OF THE WESTERLY 350.00 FEET (MEASURED ALONG THE CENTERLINE OF ILLINOIS STATE ROUTE NO. 64) OF THAT PART OF THE WEST HALF OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF SAID CENTERLINE AND NORTHERLY OF THE NORTH LINE OF UNIT 2 IN THE ST. CHARLES "ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT", ST. CHARLES, KANE COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PART THEREOF LYING WITHIN THE RIGHT OF WAY OF SAID ILLINOIS STATE ROUTE NO. 64), BEING DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHWEST CORNER OF LOT 1 IN AMLI AT ST. CHARLES PER DOCUMENT NO. 98K08324; THENCE NORTH 01 DEGREES 26 MINUTES 01 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1, 796.18 FEET; THENCE NORTH 88 DEGREES 33 MINUTES 59 SECONDS WEST, 39.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 33 MINUTES 59 SECONDS WEST, 26.00 FEET; THENCE SOUTH 01 DEGREES 26 MINUTES 01 SECONDS WEST, 20.00 FEET; THENCE SOUTH 88 DEGREES 33 MINUTES 59 SECONDS EAST, 26.00 FEET; THENCE NORTH 01 DEGREES 26 MINUTES 01 SECONDS EAST, 20.00 FEET TO THE POINT OF BEGINNING, IN ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS.



STATE OF ILLINOIS )  
COUNTY OF OGLE ) ss:

WE, REGIONAL LAND SERVICES, LLC, ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-007858-0010, DO HEREBY DECLARE THAT WE HAVE SURVEYED THE TRACT OF LAND SHOWN HEREON AND THIS VACATION PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY.

GIVEN UNDER MY HAND AND SEAL THIS 4TH DAY OF JANUARY  
A.D. 2024, AT ROCHELLE, ILLINOIS.

Rudy P. Dixon

RUDY P. DIXON  
LICENSE NO. 035-003832

ILLINOIS PROFESSIONAL LAND SURVEYOR  
LICENSE EXPIRES: NOVEMBER 30, 2024

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT  
ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY



CLIENT:

**CAGE CIVIL ENGINEERING**  
2200 CABOT DRIVE, SUITE 325, Lisle, IL 60532  
PHONE: 1 (630) 598-0007

**SURVEYORS NOTES:**

- SURVEYORS NOTES:**
- 1) ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
  - 2) BEFORE STARTING ANY CONSTRUCTION OF IMPROVEMENTS OR FENCES, FIELD MONUMENTATION SHOULD BE ESTABLISHED.
  - 3) REFER TO YOUR DEED, TITLE POLICY AND LOCAL ORDINANCES FOR RESTRICTIONS, BUILDING LINES AND EASEMENTS.
  - 4) PARCEL DIMENSIONS AND/OR BEARINGS WITHIN PARENTHESES ARE APPROVED AND ARE RECORDED DOCUMENT DIMENSIONS AND/OR BEARINGS.

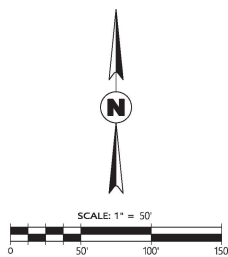
P.U.E.	PUBLIC UTILITY EASEMENT
P.U. & D.E.	PUBLIC UTILITY & DRAINAGE EASEMENT
B.S.L.	BUILDING SETBACK LINE
A	ARC LENGTH
CB	CHORD BEARING
R	RADIUS
B.L.D.G.	BUILDING
C.F.	CHAIN LINK FENCE
W.F.	WOOD FENCE
T.G.T.	FIBERGLASS FENCE
W.F.	WROUGHT IRON FENCE
AL	ALUMINUM FENCE
FIP OR SIP	FOUND OR SET IRON PIPE
FIR OR SIF	FOUND OR SET IRON ROD
FCN OR SCN	FOUND OR SET CROSS NOTCH

T	PER CITY COMMENTS	1/4/2
REV	DESCRIPTION	DA

PROJECT NUMBER: 23-0260	DRAWN BY: RPD DATE: 12/7/2023
SCALE: 1" = 50'	CHECKED BY: RPD DATE: 12/7/2023
ORDERED BY: TOM PETERMAN	FIELD WORK COMPLETED BY: DATE: 12/8/2023
PROPERTY ADDRESS: 2651 E. MAIN ST. ST. CHARLES, IL 60174	

## DETENTION EASEMENT PLAT

PLEASE RETURN THE RECORDED MYLAR TO:

CITY OF ST. CHARLES  
2 E. MAIN STREET  
ST. CHARLES, IL 60314

## LEGEND

PROPERTY LINE  
DETENTION EASEMENT HEREBY GRANTED  
P.O.B. POINT OF BEGINNING

## COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF KANE ) SS.

I, \_\_\_\_\_, COUNTY CLERK OF KANE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT. GIVEN UNDER MY HAND AND SEAL AT \_\_\_\_\_, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

## COUNTY CLERK

## COUNTY RECORDER CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF KANE ) SS.

THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., AND WAS RECORDED IN THE PLAT ENVELOPE NO. \_\_\_\_\_.

## COUNTY RECORDER

## CITY COUNCIL CERTIFICATE

APPROVED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_, CITY COUNCIL OF CITY OF ST. CHARLES, ILLINOIS

MAYOR

ATTEST:  
CITY CLERK

## SURVEYOR'S AUTHORIZATION TO RECORD

STATE OF ILLINOIS )  
COUNTY OF OGLE ) SS.

I HEREBY DESIGNATE \_\_\_\_\_ AND/OR REPRESENTATIVES THEREOF, TO RECORD THIS PLAT, A TRUE COPY OF WHICH HAS BEEN RETAINED BY ME TO ASSURE NO CHANGES HAVE BEEN MADE TO ASSURE NO CHANGES HAVE BEEN MADE TO SAID PLAT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, A.D., AT ROCHELLE, OGLE COUNTY, ILLINOIS.

BY:

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003832  
MY LICENSE EXPIRES NOVEMBER 30, 2024  
ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 007858-0010



## STORMWATER DETENTION EASEMENT PROVISIONS

STORMWATER DETENTION EASEMENT PROVIDING A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE CITY OF ST. CHARLES AND TO THEIR SUCCESSORS AND ASSIGNS, IN, UPON, ACROSS, OVER, UNDER, AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED "STORMWATER DETENTION EASEMENT" ON THIS PLAT OF SUBDIVISION HERON DRAWN FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, INSPECTING, OPERATING, REPLACING, RENEWING, ALTERING, ENLARGING, REMOVING, REPAIRING, CLEANING, AND MAINTAINING STORM SEWERS, DRAINAGE WAYS, STORM WATER DETENTION AND RETENTION AND ANY AND ALL MANHOLES, PIPES, CONNECTIONS, CATCH BASINS, AND WITHOUT LIMITATION, SUCH OTHER INSTALLATIONS AS MAY BE REQUIRED TO FURNISH STORMWATER DETENTION. THE RIGHT OF ACCESS ACROSS THE REAL ESTATE PLATTED HEREIN FOR THE NECESSARY PERSONNEL AND EQUIPMENT TO MAKE ANY OR ALL OF THE ABOVE WORK. NO BUILDING SHALL BE PLACED ON SAID EASEMENT PREMISES WITHOUT PRIOR WRITTEN CONSENT FROM THE CITY OF ST. CHARLES. THE RESPONSIBILITY OF MAINTAINING THE DETENTION AREA EASEMENT SHALL BE BINDING ON THE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS OF THE LANDOWNERS. NO PERSON SHALL DESTROY OR MODIFY SLOPES OR OTHERWISE AFFECT THE DETENTION VOLUME WITHOUT HAVING FIRST RECEIVED WRITTEN APPROVAL FROM THE CITY OF ST. CHARLES. THE CITY SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION TO RESTORE ANY DETENTION VOLUME LOST THROUGH UNAUTHORIZED ACTIVITIES.

## LEGAL DESCRIPTION - DETENTION EASEMENT

PART OF THE WESTERLY 350.00 FEET (MEASURED ALONG THE CENTERLINE OF ILLINOIS STATE ROUTE NO. 64) OF THAT PART OF THE WEST HALF OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF SAID CENTERLINE AND NORTHERLY OF THE NORTH LINE OF UNIT 2 IN THE ST. CHARLES "ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT", ST. CHARLES, KANE COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PART THEREOF LYING WITHIN THE RIGHT OF WAY OF SAID ILLINOIS STATE ROUTE NO. 64), BEING DESCRIBED AS FOLLOWS:

BEGINNING AT NORTHWEST CORNER OF LOT 2 IN AMLI AT ST. CHARLES LOT 2 & LOT 3 RESUBDIVISION PER DOCUMENT NO. 2002050884; THENCE SOUTH 88 DEGREES 46 MINUTES 06 SECONDS WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID ILLINOIS STATE ROUTE NO. 64, 350.00 FEET TO THE NORTHEAST CORNER OF LOT 1 IN WARWICK SUBDIVISION PER DOCUMENT NO. 2008125034; THENCE SOUTH 00 DEGREES 55 MINUTES 04 SECONDS EAST, 458.54 FEET; THENCE SOUTH 44 DEGREES 06 MINUTES 56 SECONDS WEST, 28.11 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH 01 DEGREES 27 MINUTES 22 SECONDS WEST ALONG SAID EAST LINE, 735.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 88 DEGREES 11 MINUTES 33 SECONDS EAST ALONG NORTH LINE OF UNIT NO. 2, THE "ST. CHARLES" ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT PER DOCUMENT NO. 880803214, 195.62 FEET; THENCE NORTH 06 DEGREES 14 MINUTES 56 SECONDS WEST, 78.01 FEET; THENCE NORTH 01 DEGREES 27 MINUTES 11 SECONDS EAST 556.29 FEET; THENCE NORTHWESTERLY 87.62 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 29 DEGREES 55 MINUTES 20 SECONDS WEST, 83.30 FEET; THENCE NORTH 61 DEGREES 17 MINUTES 51 SECONDS WEST, 29.11 FEET; THENCE NORTH 17 DEGREES 51 MINUTES 06 SECONDS WEST, 37.43 FEET; THENCE NORTH 00 DEGREES 50 MINUTES 04 SECONDS WEST, 457.38 FEET; THENCE NORTH 88 DEGREES 46 MINUTES 06 SECONDS EAST 334.20 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 01 DEGREES 26 MINUTES 01 SECONDS EAST ALONG SAID WEST LINE, 20.02 FEET; TO THE POINT OF BEGINNING, IN ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS.

STATE OF ILLINOIS )  
COUNTY OF OGLE ) SS.

WE, REGIONAL LAND SERVICES, LLC, ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-007858-0010, DO HEREBY DECLARE THAT WE HAVE SURVEYED THE TRACT OF LAND SHOWN HEREON AND THIS EASEMENT PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY.

GIVEN UNDER MY HAND AND SEAL THIS 4TH DAY OF JANUARY, A.D. 2024, AT ROCHELLE, ILLINOIS.

*Rudy P. Dixon*  
RUDY P. DIXON  
ILLINOIS PROFESSIONAL LAND SURVEYOR  
LICENSE NO. 035-003832  
LICENSE EXPIRES: NOVEMBER 30, 2024

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



CLIENT:

CAGE CIVIL ENGINEERING  
2200 CABOT DRIVE, SUITE 325, LISLE, IL 60532  
PHONE: 1 (630) 598-0007

## SURVEYOR'S NOTES:

- ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
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## P.U.E. PUBLIC UTILITY EASEMENT

- P.U.E. & S.I. PUBLIC UTILITY & EASEMENT  
ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.  
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PROJECT NUMBER	23-0260	DRAWN BY: RPD	DATE: 10/02/23
SCALE:	P = 50'	CHECKED BY: RPD	DATE: 10/02/23
ORDERED BY:	TOM PETERMAN	FIELD WORK COMPLETED	DATE: 10/02/23
PROPERTY ADDRESS:	2651 E. MAIN ST. ST. CHARLES, IL 60314		
PER CITY COMMENTS	1/4/2024	DATE	
REV	DESCRIPTION	DATE	

CLIENT:

CAGE CIVIL ENGINEERING  
2200 CABOT DRIVE, SUITE 325, LISLE, IL 60532  
PHONE: 1 (630) 598-0007


## SURVEYOR'S NOTES:

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SCALE:	P = 50'	CHECKED BY: RPD	DATE: 10/02/23
ORDERED BY:	TOM PETERMAN	FIELD WORK COMPLETED	DATE: 10/02/23
PROPERTY ADDRESS:	2651 E. MAIN ST. ST. CHARLES, IL 60314		
PER CITY COMMENTS	1/4/2024	DATE	
REV	DESCRIPTION	DATE	

	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: IIIC3
	Title:	<b>Motion to Approve a Resolution Establishing the 2024 Inclusionary Housing Fee In-lieu Amount</b>	
	Presenter:	<b>Russell Colby, Community Development Director</b>	
<b>Meeting:</b> City Council		<b>Date:</b> February 20, 2024	
<b>Proposed Cost:</b> N/A		<b>Budgeted Amount:</b> N/A	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> None			
<b>Executive Summary</b> (if not budgeted, please explain):  <p><b>On Feb. 12, 2024 Planning &amp; Development Committee recommended approval of a revised Inclusionary Housing Fee-in-Lieu amount for 2024. The motion passed in a 6-2 vote.</b></p> <p><b><u>Background from P&amp;D Committee Packet:</u></b>  The Inclusionary Housing Ordinance (IHO), Title 19 of the Municipal Code, requires developers of new residential developments to build a proportionate share of affordable housing units on site, or pay a fee in-lieu of providing affordable units. Fee in-lieu payments made by developers are placed into the City's Housing Trust Fund to be used to provide and preserve affordable housing opportunities in St. Charles. The IHO fee in-lieu may be set on an annual basis at the discretion of the City Council. Council typically sets the fee at the beginning of each calendar year.</p> <p><b><u>Current Fee</u></b> – The current IHO fee has a three-tier structure based on housing type. Each fee is per required affordable unit in the development. These fees have been in place since 2021:</p> <ul style="list-style-type: none"> <li>• Multi-Family Developments: \$39,665.75 (cost of a 25% downpayment for an affordable home priced at \$158,663)</li> <li>• Townhome Developments: \$27,766.03 (cost of a 17.5% downpayment)</li> <li>• Single-Family Developments: \$15,866.30 (cost of a 10% downpayment)</li> </ul> <p><b><u>2024 Fee</u></b> – The fee is calculated based on various downpayment percentages for an affordable home. The affordable home price used is \$158,663, which is the affordable home price for St. Charles identified by Illinois Housing Development Authority (IHDA) in the 2018 Report on Statewide Local Government Authority. It was noted that the intent would be for the fee to be recalculated when a new affordable home price is identified upon release of the 2023 Report.</p> <p>IHDA has provided Staff with details of the calculation used to determine St. Charles' updated affordable housing share. The affordable home price is \$209,817, up significantly from \$158,663 in 2018 due to increases in household income. Recalculating the fees based on the new affordable home price results in the following fees:</p> <ul style="list-style-type: none"> <li>• Multi-Family Developments: \$52,454.19 (cost of a 25% downpayment for an affordable home priced at \$209,817)</li> <li>• Townhome Developments: \$36,717.93 (cost of a 17.5% downpayment)</li> <li>• Single-Family Developments: \$20,981.67 (cost of a 10% downpayment)</li> </ul> <p>The Housing Commission discussed the fee at their meeting on 1/11/24. Commissioners expressed a preference for updating the fees based on the new affordable home price. They also discussed the importance of requiring developments to provide affordable units as opposed to accepting fee in-lieu, particularly for large, multi-family projects.</p>			
<b>Attachments</b> (please list): Information from P&D Committee, Resolution approving 2024 Inclusionary Housing Fee-In-Lieu Amount.			
<b>Recommendation/Suggested Action</b> (briefly explain): Vote on the Resolution.			



## MEMO

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### COMMUNITY DEVELOPMENT DEPARTMENT

DATE: February 2, 2024

TO: Chairman Paul Lencioni and the Members of the Planning & Development Committee

FROM: Ellen Johnson, Planner

RE: **2024 Inclusionary Housing Fee**

---

Staff is seeking direction from the Committee on setting the Inclusionary Housing fee In-lieu for calendar year 2024.

Under Title 19 of the City Code, the Inclusionary Housing fee in-lieu may be set on an annual basis at the discretion of the City Council. Section 19.02.060 states:

*The amount of the per-unit fee in-lieu of Affordable Units shall be determined annually by the City Council. If no fee has been determined by the City Council for the current year, the fee most recently determined by the City Council shall apply.*

#### I. Background

The Inclusionary Housing Ordinance (IHO), Title 19 of the City Code, requires developers of new residential developments to build a proportionate share of affordable housing units on site, or to pay a fee in-lieu of providing affordable units.

Fee in-lieu payments made by developers are placed into the City's Housing Trust Fund. The Housing Trust Fund is to be used to create and preserve affordable housing opportunities in St. Charles. Currently, the City's Home Rehab & Accessibility Loan Program and First-Time Homebuyer Loan Program are funded by the Housing Trust Fund. In addition, a significant portion of the fund has been earmarked for the Kane County Affordable Housing Fund, through which developers of affordable housing can request funding for proposed projects. So far, this has enabled two purchase/rehab/resale projects and construction of a new affordable home. A Habitat for Humanity home has been approved for funding with construction expected this year.

#### II. Previous IHO Fees

When the IHO was first adopted in 2008, the IHO fee was set at \$140,000 per required affordable unit. After being reduced in 2010 to \$104,500, the IHO was suspended for three years beginning in 2013. The IHO was reinstated in 2016 with a reduced fee of \$72,820 per required affordable unit. This fee was calculated as the cost of providing a 25% downpayment for two affordable units, a calculation that has been used each year since, with some modification based on the affordable home price as designated by IHDA. In 2019, the fee was set at \$39,665.75, calculated as the cost of providing a 25% downpayment for a single affordable unit priced at \$158,663.

#### III. Current IHO Fee

In 2021, City Council for the first time instituted a three-tiered fee structure based on unit type, as opposed to a single fee for all unit types. This was done to take into account the relative ease of incorporating affordable units within multi-family developments and the greater likelihood of being able to take advantage of the density bonus allowed under the code for

developments that incorporate affordable units, as well as a lower per-unit construction cost for multi-family vs. single-family developments. The cost of constructing a townhome unit generally falls between multi-family and single-family.

The fee for multi-family developments was kept the same as the 2020 fee: \$39,665.75, calculated as the cost of a 25% downpayment for an affordable house priced at \$158,663. Townhomes: \$27,766.03, calculated as the cost of a 17.5% downpayment for an affordable house. Single-family developments: \$15,866.30, calculated as a 10% downpayment for an affordable house. The fee was kept the same for 2022 and 2023.

The calculation upon which the three fees are determined is based upon St. Charles’ affordable home price as determined by IHDA in its 2018 Report on Statewide Local Government Affordability. It was discussed that the fee would be updated based on the new affordable home price identified by IHDA in its next report; IHDA releases the report every 5 years. IHDA released the 2023 Report in December 2023.

**IV. 2024 IHO Fee**

The three-tiered fee structure has been utilized for determining developer contributions for the past three years. Staff has not experienced issues with administration of the fee structure. The lower fee for single-family developments has resulted in lower contributions required for the Munhall Glen single-family subdivision currently under construction. The fee collected for the Springs of St. Charles apartment community was calculated based on the highest tier, resulting in a fee payment of over \$1.2 million.

IHDA’s 2023 Report on Statewide Local Government Affordability released in December set an updated affordable home price for St. Charles: \$209,816.74, up from \$158,663 per the 2018 Report. The higher home price reflects increasing Area Median Income.

The table below shows the current fees and new fees based on the \$209,816.74 affordable home price. This is the fee required per required affordable unit (5-10% of total units in a development).

	Current (2021-2023)	Updated Fee for 2024
<b>Multi-family</b> <i>25% downpayment on affordable home</i>	\$39,665.75	\$52,454.19
<b>Townhome</b> <i>17.5% downpayment on affordable home</i>	\$27,766.03	\$36,717.93
<b>Single-Family</b> <i>10% downpayment on affordable home</i>	\$15,866.30	\$20,981.67

If it is determined that the current fee calculation should remain in place utilizing the updated affordable home price, the 2024 fees would be: **\$52,454.19 for multi-family, \$36,717.93 for townhomes and \$20,981.67 for single-family.**

Alternatively, the Committee could decide not to update the fee calculation and retain the current fees. Or, the Committee could recommend changes to the fee structure and/or fees, including a return to a single fee. The fee(s) could be based on a different formula or not based on a formula. The Ordinance does not provide direction as to how the fee should be determined.

The table on the next page shows the current IHO fees and the resulting developer contributions for various sized developments, followed by the updated fee for 2024. After that, possible fees are listed which are not based on a formula, from \$70,000 down to \$5,000 per required affordable unit.



	1-unit development	50-unit development	100-unit development	250-unit development	500-unit development
<b>Affordable Units Required</b>	<i>0.05 unit</i>	<i>5 units</i>	<i>10 units</i>	<i>25 units</i>	<i>50 units</i>

**Current Fees:**

<i>Multi-family</i>	<b>\$39,665.75</b>	\$1,983	\$198,329	\$396,658	\$991,644	\$1,983,288
<i>Townhomes</i>	<b>\$27,766.03</b>	\$1,388	\$138,830	\$277,660	\$694,151	\$1,388,302
<i>Single-Family</i>	<b>\$15,866.30</b>	\$793	\$79,332	\$158,663	\$396,658	\$793,315

**Updated 2024 Fees:**

<i>Multi-family</i>	<b>\$52,454.25</b>	\$2,623	\$262,271	\$524,542	\$1,311,355	\$2,622,709
<i>Townhomes</i>	<b>\$36,717.98</b>	\$1,836	\$183,590	\$367,179	\$917,948	\$1,835,896
<i>Single-Family</i>	<b>\$20,981.70</b>	\$1,049	\$104,908	\$209,817	\$524,542	\$1,049,084

**Other Possible Fees:**

<b>\$70,000</b>	\$3,500	\$350,000	\$700,000	\$1,750,000	\$3,500,000
<b>\$60,000</b>	\$3,000	\$300,000	\$600,000	\$1,500,000	\$3,000,000
<b>\$50,000</b>	\$ 2,500	\$250,000	\$ 500,000	\$1,250,000	\$2,500,000
<b>\$40,000</b>	\$ 2,000	\$200,000	\$ 400,000	\$1,000,000	\$2,000,000
<b>\$30,000</b>	\$ 1,500	\$150,000	\$ 300,000	\$750,000	\$1,500,000
<b>\$20,000</b>	\$ 1,000	\$100,000	\$ 200,000	\$500,000	\$1,000,000
<b>\$10,000</b>	\$ 500	\$50,000	\$ 100,000	\$250,000	\$500,000
<b>\$5,000</b>	\$ 250	\$25,000	\$ 50,000	\$125,000	\$250,000

## V. Housing Commission Discussion

Housing Commission discussed the IHO fee for 2024 at their meeting on 1/11/24. The consensus among members was that the existing fee structure and fee calculation should remain in place, with the fees updated according to the new affordable home price per IHDA's 2023 Report.

## VI. Attachments

- Inclusionary Housing Fee History
- Summary of Other IHOs in Illinois

## Inclusionary Housing Fee History

The table below lists the past and current fee in-lieu amounts since the Inclusionary Housing Ordinance was adopted in 2008:

Year Fee Established	Fee Amount
2008	\$140,000 / required affordable unit
2010	\$104,500 / required affordable unit
2016	\$72,819.50 / required affordable unit
2017	\$72,819.50/ required affordable single-family, townhome, or duplex unit \$5,000 / required affordable multi-family unit
2018	\$36,409.75 / required affordable unit
2019	\$39,665.75 / required affordable unit
2020	\$39,665.75 / required affordable unit
2021	\$39,665.75 / required affordable multi-family units \$27,766.03 / required affordable townhome units \$15,866.30 / required affordable single-family units

The fee in-lieu that was set upon adoption of the IHO in 2008 was **\$140,000** per required affordable unit. The following calculation was used to determine the fee:

St. Charles' Median Home Sale Price (from Assessor's data) – 2/3 of the IHDA Affordable Price for a 4-person Household

In 2010, the fee in-lieu was lowered to **\$104,500** after IHDA released an updated affordability chart with a lower affordable price for a 4-person household. The same calculation as used in 2008 was used to determine the new fee.

In 2013, the IHO was suspended after a determination by staff that over 25% of the City's housing stock was affordable, per the provisions of the IHO at that time.

In March of 2016, the IHO was reinstated in an amended form. A new fee in-lieu was set due to concern expressed by City Council members that the fee of \$104,500 was too high. The Housing Commission recommended the fee in-lieu be calculated as the cost of providing a 25% downpayment for two affordable units priced at \$145,639, which is the affordable home price for St. Charles determined by IHDA in 2013. This resulted in a fee of **\$72,819.50**.

In February 2017, City Council established a different fee for multi-family housing developments due to concerns that the fee of \$72,819.50 was too high for multi-family projects. This resulted in a dual fee structure: **\$5,000 for multi-family developments and \$72,819.50 for single-family/duplex/townhome developments.**

In March of 2018, upon discussion with the Housing Commission at a joint meeting, City Council returned to a single fee for all types of residential units and set the fee at **\$36,409.75**, calculated as the cost of a 25% downpayment for one affordable unit priced at \$145,639.

In January 2019, based upon the Housing Commission's recommendation, City Council kept the previous methodology for establishing the fee, but recalculated it based on the new affordable home price for St. Charles determined by the Illinois Housing Development Authority in its 2018 Report on Statewide Local Government Affordability. The fee was increased to **\$39,665.75**, calculated as the cost of a 25% downpayment for one affordable unit priced at \$158,663.

In February 2020, City Council kept the previous year's fee of **\$39,665.75**, as recommended by the Housing Commission. IHDA is expected to release its next Report on Statewide Local Government Affordability in 2023. Unless the Council sees a need to change the fee and/or method for calculating the fee, the existing fee could remain in place until the updated affordable home price is determined by IHDA in 2023.

In October 2020, City Council set the fee for 2021. A new three-tiered fee structure was established to take into account the relative ease of incorporating affordable units within multi-family developments and the greater likelihood of being able to take advantage of the density bonus allowed under the code for developments that incorporate affordable units, as well as a lower per-unit construction cost for multi-family vs. single-family developments. The fee for multi-family developments was kept the same as the 2020 fee: **\$39,665.75**, calculated as the cost of a 25% downpayment for an affordable house priced at \$158,663. Townhomes: **\$27,766.03**, calculated as the cost of a 17.5% downpayment for an affordable house. Single-family developments: **\$15,866.30**, calculated as a 10% downpayment for an affordable house. The same fee remained in place for 2022 and 2023.



## **Other Inclusionary Housing Ordinances in Illinois (updated Jan 2024)**

### **Highland Park**

- Requirements apply to new developments, 5 units and larger
- 20% of units must be affordable
- Fee in-lieu only accepted for single-family developments under 20 units.
- Fee in-lieu = \$185,400 per unit; goes into Housing Trust Fund
- Demolition tax = \$10,000 per single-family home; goes into Housing Trust Fund
- 2023 AHPAA % affordable: 6.3%

### **Lake Forest**

- Requirements apply to new developments 5 units and larger; requirements do not apply to single-family developments.
- 15% of units must be affordable
- Fee in-lieu is accepted
- Fee in-lieu = \$130,000 per unit;
- Demolition tax = \$10,000; goes into Housing Trust Fund
- 2023 AHPAA % affordable: 5.8%

### **Evanston**

- Requirements apply to for-sale developments 25 units and larger.
- 10% of units must be affordable
- Fee in-lieu is accepted.
- Fee in-lieu = Rental: \$179,310-\$209,195 depending on zoning district; For-sale: \$268,964-\$313,792 depending on zoning district (*fees currently under consideration- Jan 2024*)
- 2023 AHPAA % affordable: 19.7%

### **Chicago**

- Only required for developments that receive city financial assistance or involve city-owned land, or if a zoning change is granted that increased density or allows a residential use not previously allowed, or if a PUD within downtown area.
- Residential developments of 10 or more units
- 10% of units must be affordable
- Fee in lieu is accepted.
- Fee in lieu = between \$53,697 and \$375,878 per unit, depending on location, set aside, and tenure.
- 2023 AHPAA % affordable: 47.2%

### **Arlington Heights**

- Affordable units only required in multi-family developments 10+ units
- Linkage fee for new single-family developments and teardowns (fee in lieu and demo fee): \$3,500 per market-rate unit
- For multi-family developments: 9 or fewer- pay fee of \$3,500 per market-rate unit
- For multi-family developments: 10+ units- provide 10% affordable units or pay \$75,000 per required affordable unit
- 2023 AHPAA % affordable: 19.8%

## **St. Charles**

- Requirements apply to all new residential development
- 5% - 10% of units must be affordable, depending on size of development
- Fee in-lieu is accepted.
- Fee in-lieu = \$39,666 for multi-family; \$27,766 for townhome; \$15,866 for single-family
- 2023 AHPAA % affordable: 17.2%

## **Oak Park**

*\*New IHO currently under consideration (as of Jan 2024). Would require 20% of units to be affordable; fee in-lieu to be accepted for no more than half of required affordable units. Would apply to all residential developments of 5+ units. Increase fee-in-lieu (proposed amount TBD). Current regulations:*

- Requirements apply to new rental developments of 24+ units
- TOD areas only
- 10% affordable to 60% AMI
- Fee in-lieu: \$100,000 per required affordable unit
- 2023 AHPAA % affordable: 23.4%

## **Northbrook**

- Requirements apply to new developments over 5 units
- 15% affordable
- Single-family subdivisions with 6-19 units are not required to provide units; can pay a fee based on 15% of the number of lots.
- Fee in lieu: \$125,000/required affordable unit
- Demolition tax = \$10,000 per single-family home; goes into Housing Trust Fund
- 2023 AHPAA % affordable: 5.0%

## **Geneva**

- Voluntary ordinance; not mandatory
- Provides incentives for creation of affordable housing- fee waiver, TIF funds available if in existing TIF district, City owned land contributed if available, density bonus not to exceed 115% base density
- To be eligible for incentives, 15% of units must be affordable
- 2023 AHPAA % affordable: 7.3%

## **Naperville**

*\*Incentives for creating affordable housing currently under consideration (as of Jan 2024):*

- Voluntary ordinance; not mandatory
- Provides incentives for creation of 20% affordable housing within townhome/condo/apartment developments of 5+ units or larger- density bonus, parking decrease, exterior material exemption, reduction of park land/cash requirements, 50% reduction of entitlement and permitting fees
- 2023 AHPAA % affordable: 10.3%

**City of St. Charles, Illinois**  
**Resolution No. 2024-\_\_\_\_\_**

**A Resolution Establishing the 2024 Inclusionary Housing Fee In-lieu Amount**

**Presented & Passed by the  
City Council on \_\_\_\_\_**

WHEREAS, Section 19.02.060 of Title 19 of the City Code, the Inclusionary Housing Ordinance, provides that the City Council shall determine annually the amount of the per-unit fee in-lieu of providing Affordable Units required by the Inclusionary Housing Ordinance.

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

1. Pursuant to Title 19 “Inclusionary Housing Ordinance”, Section 19.02.060 “Affordable Units and Fee In-Lieu Required” of the St. Charles Municipal Code, the 2024 Inclusionary Housing Fee In-lieu per Affordable Unit required by the Inclusionary Housing Ordinance is hereby \$52,454 for Multi-Family Developments, \$36,718 for Single-Family Attached (Townhouse) and Two-Family Developments, and \$20,982 for Single-Family Detached Developments.
2. Pursuant to the above referenced section, said Inclusionary Housing Fee In-lieu shall remain in full force and effect for the remainder of calendar year 2024.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 20<sup>th</sup> day of February 2024.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 20<sup>th</sup> day of February 2024.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this 20<sup>th</sup> day of February 2024.

\_\_\_\_\_  
Lora A. Vitek, Mayor

Attest:

\_\_\_\_\_  
City Clerk/Recording Secretary

Voice Vote:

Ayes:

Nays:

Absent:

Abstain: