

**AGENDA – OLD BUSINESS
ST. CHARLES CITY COUNCIL MEETING
RAYMOND P. ROGINA, MAYOR**

**MONDAY, MAY 1, 2017 – 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 City Council Fall Retreat meeting held on November 12, 2016.
- *8.** Motion to accept and place on file minutes of the Public Hearing meeting held April 17, 2017.
- *9.** Motion to accept and place on file minutes of the regular City Council meeting held April 17, 2017.
- *10.** Motion to approve and authorize issuance of vouchers from the Expenditure Approval List for the period of 4/10/17 – 4/23/17 the amount of \$4,857,473.24.

I. New Business

- A.** Motion to approve a Resolution Authorizing the Execution of an Agreement between the City of St. Charles and the Metropolitan Alliance of Police St. Charles Chapter 28.

II. Old Business

- A.** Recommendation to postpone the vote to select the Rt. 31 and Red Gate Road site as the new location for the Police Facility until June 5, 2017.

III. Committee Reports

A. Government Operations

1. Motion to approve a proposal for a new Class B liquor license for DRM Deli Inc. to be located at 610 E Main Street, St. Charles.
- *2. Motion to approve a **Resolution** of Official Intent Regarding Capital Expenditures to Be Reimbursed from Proceeds of an Obligation to be Issued by the City of St. Charles, Kane and DuPage Counties, Illinois.
- *3. Motion to approve a **Resolution** Authorizing an Amendment to the Reserve Policy of The City of St Charles.
- *4. Motion to approve an **Ordinance** Amending Title 13 “Public Utilities” Chapter 13.08 “Electricity” of the St. Charles Municipal Code.
- *5. Motion to approve an **Ordinance** Authorizing Amendment of 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.
- *6. Motion to approve an **Ordinance** Authorizing Amendment of Title 13 “Public Utilities” Chapter 13.12, Sewers”, Section 13.12.830 “Charges for Residential Users”, Section 13.12.840 “User Charges for Metered Water Consumption and Nonresidential Use” of the St. Charles Municipal Code.
- *7. Motion to accept and place on file minutes of the April 17, 2016 Government Operations Committee meeting.

B. Government Services

- *1. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to approve the Use of City Property and expend FY 17/18 budgeted funds for the placement of “The Key” sculpture honoring Sharon and Vern Oie.
- *2. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to approve a Non-Exclusive License Agreement with the Camp Kane Heritage Foundation.
- *3. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to approve a Purchase Order for a 2017 Altec 55’ Aerial Lift Device and Sell a 2004 IHC Aerial Device – Vehicle #1734.
- *4. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to award Directional Boring Services and Landscape Restoration Services to Archon Construction Co., for a Three Year Period Beginning May 1, 2017 through April 30, 2020.
- *5. Motion to reject all Bids for Electric Line Clearance/Tree Trimming Services.
- *6. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to award Cable Removal Contractor Services to Green Planet 21 Utility, for a Three Year Period Beginning May 1, 2017 through April 30, 2020.
- *7. Motion to approve a Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to execute a Two Year Contract Extension for Mowing Services with Cornerstone Partners.
- *8. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to execute a Two Year Contract Extension for Landscape Bed Maintenance Services with Cornerstone Partners.
- *9. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to award the bid for Downtown Streetscape Painting to Superior Electrostatic Painting, Inc.
- *10. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to award the bid for Street Sweeping Services to Hoving Clean Sweep.

- *11. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to execute a Three Year Contract Extension for Mosquito Abatement Services with Clarke Environmental.
- *12. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to approve a Construction Contract for the 2017 Street Rehabilitation Program with Geneva Construction Company.
- *13. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to approve a Resolution with the Illinois Department of Transportation for the 2017 Street Rehabilitation Program.
- *14. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to approve a Real Estate Agreement for 112 S. 8th Avenue to the City of St. Charles with Lisa and Steven Cameron.

C. Planning and Development

- 1. Motion to approve a **Resolution** Authorizing the Mayor and City Council to Enter into a Certain Annexation Agreement (Bricher Commons PUD – Fourth Amendment – Prairie Winds of St. Charles)
- 2. Motion to approve an **Ordinance** Amending Ordinance Nos. 1999-Z-11 and 2006-Z-7 (Bricher Commons PUD) and Granting Approval of a Map Amendment, New Special Use for Planned Unit Development, and PUD Preliminary Plan for Prairie Winds of St. Charles
- 3. Motion to continue consideration of Beekeeping in Residential Districts to the May 8, 2017 Planning & Development Committee meeting.
- *4. Motion to accept and place on file Plan Commission Resolution No. 7-2017 A Resolution Recommending Approval of an Application for Special Use to amend Ordinance 1999-M-24 (Meijer PUD) regarding permitted wall signage on the Meijer building, 855 S. Randall Rd. (Callie Robertson, Anchor Sign)
- 5. Motion to approve a **Resolution** Authorizing the Mayor and City Council to Enter into a Certain Annexation Agreement (Meijer PUD – Third Amendment)
- *6. Motion to approve an **Ordinance** Amending Ordinance No. 1999-M-24 to modify the permitted wall signage for Meijer, 855 S. Randall Road
- *7. Motion to accept and place on file minutes of the April 10, 2017 Planning & Development Committee meeting.

D. Executive Session

- Personnel – 5 ILCS 120/2(c)(1)
- Pending Litigation – 5 ILCS 120/2(c)(11)
- 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. Additional Items from Mayor, Council, Staff, or Citizens

12. Adjournment

ADA Compliance

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

**MINUTES
CITY OF ST. CHARLES, IL
CITY COUNCIL FALL RETREAT
SATURDAY, NOVEMBER 12, 2016**

Opening of Meeting

The meeting was convened by Mayor Rogina at 8:15 a.m.

Roll Call

Members Present: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Gaugel, Bessner, Lewis, and Krieger (arrived at 8:25 am)

Members Absent:

Others Present: Mayor Rogina, Mark Koenen, Rita Tungare, Fire Chief Schelstreet, Police Chief Keegan, Chris Minick, Peter Suhr, Larry Gunderson, Jennifer McMahon, Atty. John McGuirk, and Tina Nilles

Mayor Rogina: We have identified seven topics that we would have staff give you some input, further input, and final input as the case may be. Then per our last retreat we will have a free flowing discussion and emphasize that in many cases of the topics included we very well will take a straw poll. It doesn't mean it's a vote as there is no official vote by the City Council; but to see where people are standing to give staff a sense of where certain issues are for the purpose of moving forward on them, burying them, whatever the case may be. Topics 1-7 in your books correspond to the top seven. We are not necessarily taking them in order but will bounce around and will stay on 1-7 through completion which will take us just after the lunch hour. After that it will be a free flow on the rest of the topics.

Mark: Couple of logistical items of where the washrooms are. We are very sensitive as a staff that the Council uses this opportunity as a time for conversation, discussion, meditation. We are going to try where we'll have some formal comments to offer and allow plenty of time for interaction. If we get bog down with too long or presentations just point that out.

1st Street Next Steps, (Phase III – Lot 2 (North of ALE Building), Lot 6 (SWC Illinois & 1st Street)

Mark: This is a conversation about Lot 2 which originally was the retail, residential site and then there was a conversation about a hotel, and a second conversation about Lot 6. Lot 6 is on the corner of 1st Street and Illinois on the southwest corner (the parking lot). What is the timeline and how you would like to consider builders on that site? We could perhaps go out for a RFP of who would like to develop that site.

Mayor Rogina: I'll call it building 2 but it's the third building being built next to the plaza; the hotel or retail/residential building. It's schedule to be started in Spring 2018. I would like to get a straw poll from the Council of what their pleasure is on that building.

Ald. Bessner: It seem to get quiet on what was going on with the hotel, they pulled out of any presentations from what I remember. Where's that at now?

Rita T: At this point there are no further conversations on the hotel. They made an informed decision to swap the schedules for buildings 2 and 3; and building 3 is along the river and they decided to advance building 3 in terms of construction ahead of building 2. Building 2 has been put on the back burner subject for further direction from the Council.

Ald. Krieger: I would prefer retail on the ground level and then a combination of offices/residential going up either rental or condo. The one thing I hear the most is people say why don't we do something with that hole?

Mark: We can talk about that in conjunction with Lot 2. With regard to Lot 2 of what Ald. Krieger suggested for uses in that building is pretty consistent of what the original 1st Street plan had with first floor retail and the upper levels being residential.

Ald. Silkaitis: Just keep to what we had planned for it. We could tweak it a bit but would like to keep it close to what we had envisioned it.

Ald. Stellato: I agree with Ron and Jo with some type of commercial on the first floor and some type of residential above.

Ald. Bancroft: I agree and also think the economics are in favor for that use. I don't think a hotel makes any sense to the development team right now economically.

Ald. Turner: I had coffee with Joe Salas recently and unlike three months ago where the parties were not talking, Joe has had conversations with Kotche and will continue talking, and even Joe has brought his property into their mind too. They haven't made any decision but at least their talking. I agree I think it should be condo or the like.

Mayor Rogina: Once the hotel conversation came on the table, I had this conversation with Joe and he was admittedly upset at that point. I said that we'll develop things but I'll never go on record as restraining trade. I think his building is very important to our downtown; and then I said I didn't understand why there wasn't conversation between him and the developers because it seems to me that a grand bargain is on the table.

Ald. Lewis: I'm not really opposed to having a hotel on that property. I think we're thinking of a lot different residential apartment living all over different quadrants of this city. Are they all going to get rented? We are getting into high numbers of apartments. Who will be living in these apartments? We don't have public transportation downtown. People who live downtown will want public transportation and I don't see that in the plan. There isn't much retail right now

downtown so what type of retail will go in there that will have people going shopping. I can go either way, but I don't see anything wrong with a hotel and economically it's been said it makes more dollars then sense to have a hotel rather than residential.

Chris: Based on the projections we did early last summer, there was a greater economic benefit for the hotel assuming everything went like it was supposed to.

Mayor Rogina: I think the economic multiplier for a hotel does exceed the retail. Secondly the amortization on the hotel works better than it does with residential. The question of short term, long term, hotels come and go. Residential is there forever. Where it wasn't a mix bag for me six months ago, it really has become an interesting complex economic question now. There is no wrong answer here and I do believe there is merit on both sides.

Ald. Lemke: Indifference to the sense that there's demand for all these apartments and higher density all over the City, it tends to support that there is demand and we have the ability to do this now as opposed to somebody who would build apartments somewhere else. I say stick with the apartments as we hear demand is kicking up for that more than it was in 2008.

Ald. Bessner: I would support Maureen as well. I'm taken back when we had this discussion on the whole hotel, it seemed it was like high on the radar and then it got quiet; but at the same time a hotel downtown, if it's a good quality brand that would bring people downtown and at the same time not be non-competing in a strong way with the Hotel Baker – I see no problem.

Mayor Rogina: If you were to go to a hotel, you have to be able to produce a market study that says these two could peacefully co-exist; as opposed to the speculation that you're going to run the Hotel Baker out of existence.

Ald. Payleitner: I had a meeting with the First Street players as pro hotel and then I got to rethinking it that now that the ALE building is complete. I was walking down there and I saw people sitting outside at Kilwins and Starbucks and saw that we have potential for a real synergy down here. A hotel would lose those spots because the first floor would be hotel. I could envision more shops on the other side of the parking deck and said to myself let's keep this residential and retail on the first floor.

Ald. Bancroft: So the math is going to win this game. We could ask the question now of whether we're in favor of a hotel or not and take a straw poll but that's immaterial because that question is not before us. I will be exceedingly surprised if they would put forth that as a concept because I believe the proponents within the development team that we had were doing that, had other ideas than return on investment when they were talking about construction fees and management. When investors take a hard look at the value of an apartment building versus the value of a hotel, the difference in caps rates between the two – it's millions of dollars different.

Mayor Rogina: And if they advanced the original proposal, Council would not be in a position to say no. We've approved it in our redevelopment agreement and we can't say no to that.

Ald. Gaugel: Looking at the economic rates and the site itself, it would be a greater economic engine for the City. I don't see that site being competition for the Hotel Baker; I see it as two different things. The hotel presentation I saw there was no intent to put any type of convention or meeting space in which I think would augment the Hotel Baker. The other hotels on the outskirts like the Q Center and Pheasant Run. I'm still on the fence but I'm leaning more towards the retail piece.

Mayor Rogina: Do you sense a hotel there could create a saturation of rooms in the City?

Ald. Gaugel: In the City but not in the downtown.

Ald. Stellato: The demographics are showing that hotel occupancies are down across the country and even in our community. So we run these projects and look at validating the developer's projections. They're always going to be different from the City. The projections they have are in the higher occupancy rate than really what's out there. It comes down to do we form a group today and decide we want to develop on that piece of property? Our choice is a hotel in a 70% occupancy rate or apartments in a 90% occupancy rate. It's simple math. So what will drive us is the market – no question. But to the point of apartments, we had already approved that entire site, all those three buildings together, 300 apartments. If that was built today and we didn't go through the crash that we did, that building would be 90% occupied and those people would all be shopping downtown. I still believe in that vision. I think it's a longer term vision and they haven't purchased anything. The condo market went bad because it was a form of ownership of those particular units. If they were rentals, we wouldn't have felt this, but we tried to force the condo market.

Mayor Rogina: Okay, residential in building 2 and building 6; and residential perhaps on the Shodeen property; perhaps rental on Petkus. I'm adding a lot of rooftops here for rental purposes.

Ald. Stellato: Why is that different than anything else that's happening in this whole country. You got two demographic groups; both the Millennials and the Boomers who are renting. They're downsizing and renting and now we got a new market coming in which is this group of Millennials that are renting; they're not buying. It's easier to receive money from a bank if you're going to buy a residential rental apartment; whether it's senior age restricted, pet restricted, etc. The money is out there because there is a need.

Ald. Bancroft: Right now if you're anybody and you're looking at home ownership; in the old days that was the way to retirement, that was your biggest asset. There has been little to none appreciation on houses today or over the past few years. The old day of paying off your mortgage, that's not the thing to do right now because you're not earning any value of that equity that's sitting on there.

Ald. Turner: When we approved building 6 we don't know what the occupancy number for residential is going to be. We do want people downtown. We took away a lot of apartments with ALE and probably are not going to get the apartments we wanted in building 6.

Mark: Six, eight months ago, lot 2 was a big deal and it has simmer down and quite frankly we won't see anything on lot 2 until maybe next summer. They haven't even proposed a start on lot 2 with any construction until Spring 2018. That's when they'll be ready to move ahead because the Sterling building will be complete. We got time and the best news I heard today is that Ald. Turner talk with Joe Salas who is talking to each other (1st Street Developers) and there may be an opportunity and that gives it time to bake so we can come up perhaps with the right conclusion of what to put downtown.

Mayor Rogina: Let's move to lot 6 to offer some advice to when is the magic time to put in a request for bids, proposals on this lot.

Rita T: Before we receive further direction on the approach for Lot 6, we spoke briefly on what has been approved. There is underground parking which was approved in 2006; retail on the first floor, and office or some form of non-residential use on the second floor, and residential on the upper two floors. It's 4-story building with parking underground, mixed use building. Regarding the timeline, at this point we have some good momentum on the 1st Street project. Things have been happening steadily and continuously and that's important in a real estate market. Building 1 has been successful, parking deck is completed, building 3 has moved forward. We had conversations about building 2 but putting that aside for holding purposes; now is an appropriate time to shift our attention to building 6 and this might very well present itself as the next opportunity to keep that momentum going upwards.

BREAK – returned at 10:08

CVB/DSCP/Chamber – City Promotional Update

Mark: This is a follow-up report so that you know where we are in advancing a more cohesive structure for promotion of the St. Charles Chamber of Commerce, CVB, Downtown St. Charles Partnership, and our own city interest. Conversations we've had over the last year regarding moving the CVB from their location at Terry Grove's building across the street from Salerno's into City Hall. At the Board meeting of the CVB on October 27, their board unanimously voted to make that move into the City Hall building. In working with Lula, new Executive Director, her goal is to have themselves moved into our building to start off the new year in a new place and march forward. The conversation with them more recently is to move into City Hall on December 12 and PW and IS are helping to facilitate that move with the CVB. DSCP is very excited about them coming onboard.

With regard to the CVB moving, they do have a lease with Mr. Grove in his building and that lease goes to January 31, 2019. Lula has met with Terry Grove directly and sent him a letter that they are leaving the building. Mr. Grove wants to be made whole and he does understand that the CVB would like to sublet the building and he is open to that. They have retained Neal Johnson to be their broker and coincidentally Neal Johnson is also the broker for Terry Grove of the same building. Terry has suggested that since Neal knows what he wants and if we can find someone and Neal says it's okay, he'll cancel the CVB lease and work directly with the new tenant. Matt O'Rourke, Economic Development, is also on board and had a conversation with

Lula, and I asked him to follow up with Neal Johnson as well so that we can begin to promote that space. In the meantime the CVB will continue to make payments to Terry Grove for that space as he tries to lease it to someone else.

We have also formed the Quadra group for coordination between the four groups for promotional and economic development activity groups in the City. We've been meeting on a quarterly basis and they've been productive and what I view there is a genuine interest in trying to do a cohesive job in trying to market. At a recent Chamber breakfast, Craig Larson, President of the Chamber, made reference to the Quadra meetings and the coordinated efforts in trying to promote St. Charles as a group commonly and to also use the brand that the DSCP and the City developed jointly to advance St. Charles.

Mayor Rogina: In the meetings that I've attended, I got the sense from the Chamber and the CVB perspectives and DSCP's perspective which is a downtown organization, they're really willing to expand the brand and not to be just a downtown, but to be the brand for the City. When that conversation started to ensue, I really liked that a lot.

Early on there was some kind of resistance on the parts of all these parties here. What is the City trying to do here? What's the hidden agenda? I've had conversations with every group saying that the Chamber is independent, but saying look there is no intent here to dismantle you. There seems to me that there is a lot of overlap here – let's work together and get the economy to scale. Once we get this lease put to bed, we'll have economy to scale to some extent in the budget. And this cross conversation that Mark alluded to I see as being very important and I see evidence of it already. You will see cleaner, crisper presentations going on in each group moving forward and I tip my hat to the City Administrator because he carried the load on this.

Ald. Stellato: I want to give Mark and staff a lot of credit in putting this together because many of us remember back to the personalities that existed years ago and there's no way we could of gotten those people to work together. Great job and I was there at the Chamber breakfast when it was announced about "Discover Your Chamber Side" and I have seen this work in action at a recent ribbon cutting where both sides came forward to say a few words.

There is going to be an economy of scale and what does that look like? If we buy out the lease that's one thing we don't have to worry about paying the lease out, but do they understand their funding is reduced then and how much is that?

Mark: \$55K a year.

Ald. Lewis: I have heard negative comments from some of their board members that all we're doing is just wanting to have control. There is that sentiment out there that we want to control everyone and watch what they are doing.

Mayor Rogina: I don't like to micro manage anything, but we do provide them with cash for their budgets; so we do have a seat at the table.

Mark: I had that same conversation with Lula and Jenna and I said to them that when you do those reports to the City Council you need to explain quantitatively and qualitatively your goals. How you get there shortening goals is your business because we don't know how to do that and that's your area.

Ald. Payleitner: Back to the CVB and their rent, I think it's great that Neal has jumped in and offering to sublet but I'm reading the lease here that's make a statement regarding if the CVB does not receive funding from the City of St. Charles hotel/motel tax sufficient to make the lease payments to operate the CVB, then this lease shall be null and void. So do we just pull the \$55K and say oh well, they don't have the funding to pay the rent?

Mark: The lease is between the CVB and Mr. Grove, not the City and we wouldn't want to put the CVB in that situation.

Atty. McGuirk: The language is somewhat ambiguous and don't know that we want to go there.

Mark: Chris is working on a lease for the CVB and you'll see that at an upcoming GOC meeting.

Ald. Silkaitis: Since we're combining them but not re-combining them, will any of the staff be let go?

Mark: They're working towards an opportunity for them to begin to share and cross work together.

Ald. Payleitner: I heard rumors that Lula is also talking to the museum to maybe cover their visible presence downtown and maybe they'll be some cooperation there of what they would lose in walk-ins on Second Street they might gain there.

Mark: Tina and I are having a conversation now about rehabbing the City's reception area to accommodate brochure racks for the DSCP, CVB, and the City. The CVB has a television, much like we do, to promote CVB activities. There will be a noticeable difference coming in the next 4 to 6 months. They are using the museum nicely as they are trying to develop a Visitors' Center there and have some large grand plans for an extension on that building for a Visitors' Center. The CVB will be located on the second floor where you used to go into Community Development – that's there entrance.

BREAK – returned at 11:22

Development – TIF Status – Chris Minick

Chris: Each year we have to have a Joint Review Board meeting that consists of all of the taxing bodies that are contained within the City of St. Charles. It's a statutory requirement, we have to review the financial performance and statistics related to each and everyone of the TIFs with every one of those overlapping governments because they have a stake in the performance

of those TIFs. We have that meeting in late October for FY15/16 and will run through the statistics that we did at that meeting.

We have seven TIF districts and about five of them fit on the board at anyone time. We have the Hotel Baker, Moline Foundry, St. Charles Mall, 1st Street, St. Charles Kitchen, Lexington Club TIF #6 and farther out is the Central Downtown TIF #7.

We'll start with the Hotel Baker which is the oldest one of our TIFs. It was established in January 1997. The tax levy year for that TIF expires is 2018. There are three levy years until this one expires, we just recently talked about the 2016 levy year. The 2018 tax levy will be collected during calendar year 2019 and that equates to the City's fiscal year ending April 30, 2020. This TIF has \$410K of outstanding bonds as of April 30, 2016. The final debt maturity on this debt will pay off the \$410K liability in about two weeks – December 1, 2016. There will then be no debt related to outside parties related to the Hotel Baker TIF. This TIF of fiscal year 2016 had revenues of \$277,700, the debt service payments in 2016 were just shy of \$394K and that resulted in a deficit of \$116K. The \$116K was advanced by the General Fund and as of April 30, 2016 the City's General Fund had advanced \$315K to the Hotel Baker TIF. This TIF is a little bit of a different in that it is not just property tax incremental revenue that goes into the revenue stream; we also pledge as a function of the bond ordinance the hotel tax and sales tax that are generated by the Hotel Baker TIF. For 2016 it broke down to \$165K that was related to the direct property tax increment and then there was another \$110K related to the hotel tax and sales tax during fiscal year 2016. The forecast for ending fiscal year April 30, 2017, we anticipate revenues of \$265,500; we have expenditures debt service of \$410K plus \$5K interest and we anticipate that will result in a deficit of for the Hotel Baker TIF for FY2017 just shy of \$150K. That will result in an amount owed to the General Fund of \$464K as of April 30, 2017. We still have three years of tax levy collections with no corresponding debt service and get \$150K from property tax incremental revenue each year will zero out.

Ald. Turner: Can we keep the hotel tax and sales tax?

Chris: Yes once the bonds are paid off December 2; that revenue stream comes back to the City and we are able to use it.

Moline Foundry TIF #2 – This TIF is in a great financial position. It was created in July 1998. The last levy we'll get will be in 2019 that we will collect in 2020 calendar year which is our fiscal year 2021. As of April 30, 2016 there is \$635K of debt. We have two years' worth of bond payments to make. This TIF is returning a surplus of \$180K based on revenues of \$520K as compared to expenditures of \$341K. We are utilizing the surpluses to pay back the General Fund on an annual basis. If this TIF continues to have this kind of performance there will be surplus money available at the end of the life of the TIF. We've asked PW to go through and make sure that all of the infrastructure in that TIF area is in good shape and don't have any major projects hanging around out there because if we have some infrastructure projects that were part of the TIF initially, we could go ahead and utilize those funds to accomplish those infrastructure improvements and its essentially free money.

St. Charles Mall TIF #3 – This is old St. Charles property at Rt. 38 and Randall Road and was established in June 2000 and expires with the 2023 levy payable in calendar year 2024, city's fiscal year of 2025. As of April 30, 2016 there was \$1.3M of outstanding debt and the debt matures December 2022 and will have only a couple of years increment where there's no debt to help to repay the General Fund. It is currently operation in a deficit position and is creeping up year over year. The debt service has been increasing and resulting in \$95K surplus for fiscal year April 30, 2016. As of April 30 a little over a million dollars has been advanced by the General Fund to make those bonds payments. We're anticipating similar results for FY2017 adding another \$100K to this TIF's liability to the General Fund. These projections contemplate no development occurring out there.

Mayor Rogina: With your comment with the life of that TIF ending in 2023 and with your comment of potential for development as we know it's on the table at the moment, can you accurately say or not say that as it is phased in if it was passed, we would recoup that \$1.1M?

Chris: I can't tell you that today. It's going to depend on what's built and how fast. The more quickly a developer constructs buildings that have a greater value will obviously generate more increment more quickly. We haven't talked about a TIF extension but depending on the pace of the development, etc., there is the ability by statute to go and request a 12-year extension from the State legislature but it requires a signoff from everyone of the overlapping districts that says they're okay with the TIF extension.

Ald. Lewis: Why would we want to do that?

Chris: To pay back the million dollars. That gives us an extra 12 years on the backend of that TIF to recover more of the revenue which would then eat into that liability.

St. Charles Kitchen TIF #5 – This Tyler Road and Rt. 64 was established in May 2023 and the last levy year for the tax receipts will be 2026 which will be received in calendar year 2027 and corresponds to the City's FY2028. Just under \$2.2M in bond and outstanding debt in April 30, 2016. Final payment on that debt will be December 1, 2023. This one also generated a deficit of \$28K and owes \$1.45M to the General Fund. We're not anticipating a lot of difference in financial performance for FY2017 and we anticipate that advance will be shy of \$1.6M to the General Fund April 30, 2017. This is the most problematic TIF of the ones we have. There is not a lot of opportunity for additional development out there. At the end of the day we'll have to subsidize to see if there's anything we can get back for it and go forward.

Ald. Stellato: If we enlarged the area where Ryder Truck is going, does that require going in front of the Joint Review Board; so it would be a de-TIF/re-TIF?

Chris: I heard two different concepts. If we just enlarge the boundaries that would require a Joint Review Board meeting and would have to make sure that the boundaries still meet the criteria but it's a little bit different than doing a de-TIF/re-TIF. Enlarging the boundaries, the same timeline would occur and it would expire in 2026. If we went to a physical de-TIF/re-TIF

we would reset the clock. We would cancel out TIF #5 and now have TIF #8 that would be established in 2016 and restart the 23-year clock on the TIF. So these are two different concepts.

Ald. Stellato: If we enlarge the boundaries to the west and pick up another car dealer which helps the increment and we also have the Tin Cup Shopping Center across the street and that probably needs some help; what is the best way to incorporate that and create more increment and perhaps help save this TIF?

Chris: The car dealership is almost all the way developed so there is not going to be a lot of increment. The increment develops only from the property tax not from the sales tax. There are no more sales tax TIFs that are getting done in Illinois any more.

Now if we were able to put a TIF district over Tin Cup Pass, that probably meets the criteria. Assuming there would be some substantial redevelopment there; once TIF districts are continuous and they are touched, you can port money between them and that might be a good idea if we had a wildly successful TIF in Tin Cup Pass we could then take whatever surplus is generated and transfer it there and start to eat into that.

Ald. Turner: How far west does this TIF district extend?

Ald. Stellato: The HA Phillips building on the border of the car dealer. The main impetus was Al Piemonte and the Ford and Cadillac dealerships. There's the office building and 1519 E Main Street (red awnings) and the next building is Phillips Refrigeration which is vacant today, and on the border of that is the car dealership where it stops. 1519 and Phillips are both in flood plains. That would be the only opportunity for redevelopment; they would have to be knocked down and bring it up to level; otherwise minimal opportunity for development.

Chris: All five of these TIFs have general obligation debt related to them that's why we need to do those transfer from the General Fund over to each of these individual TIFs to make the debt service payments.

Lexington Club TIF #6 is set up differently as it is set up as a pay as you go TIF. There were no bonds issued in conjunction with Lexington Club. There's nothing out there either. January 2013 is when it was established and expires with the 2036 levy, our fiscal year 2038. There is roughly \$4K of organic property growth value. We do anticipate the debt will increase to \$9K but again we have no advances from the General Fund, nothing to pay or any expenses to apply against any of that revenue. Right now it's just collecting small amounts of cash.

BREAK – Lunch @ 11:45 – Returned @ 12:15

TIF #4 and TIF #7 go hand in glove. In 2015 we split what use to be the 1st Street TIF #4 into two TIFs #4 and #7. TIF #4 is the developed part of the 1st Street development and encompasses everything west of 1st Street itself. TIF #7 was split off into the undeveloped part of the 1st development of the 1st Street and it encompasses everything east of 1st Street and jumps across the river and picks up some property both on the north and south side of Rt. 64. At the end of

2016 we have \$25.1M in debt outstanding related to the 1st Street TIF. The General Fund had to advance that money and currently that TIF owes about \$1.65M back to the General Fund. We anticipate we'll have \$485K of revenue related to TIF #4. It's lower than the revenue we received this year because TIF #7 is going to kick in for that side east of 1st Street and its generating \$130K of revenue and we're going to transfer that in. As long as TIF districts touch you can transfer money between them. This will leave a \$490K deficit resulting into a liability back into the General Fund about \$2.1M.

TIF #7 we have an advance of \$1.363M and that is not related to any debt. We're tracking the amount of money that we're transferring over from the General Fund to make the capital improvements.

Back in 2013 we refinanced all the debt related to the 1st Street TIF. At that time development was not active and we were looking at the prospect of making debt service payments to about \$1.8M annually. So we restructure the debt and pull the term out so we could lower the amount of debt service that we needed to make on an annual basis. Without doing that refinancing we would of have \$1.7M of debt service related to fiscal year 2016 and we would have to transfer over from the General Fund about \$1.1M to make those debt service payments.

Ald. Stellato: TIF #1, 2, 3 are working, #4 is working and #7 and #4 are related; #5 needs some help and get creative on that one.

Chris: Absent development on #3 – it's in trouble. #5 is in trouble. TIF #6 is not an issue right now and #4 and #7 may be too early to tell.

Ald. Stellato: TIF #6 is referred to as a dump. It's a pay as you go TIF so there's no risk to us. At the last proposal the developer came back to us and wanted to increase the amount of TIF funding. In our case there are no bonds to be floated so it's less risk. What are the disadvantages and advantages of going forward with some development? Is that a problem if we increase the TIF amount? We got to go back to the school and park districts for them to agree?

Chris: That would be a policy decision of you. The TIF is in place and it could be amended. TIF law is if we were to increase the amount of the TIF, we would need to convene the Joint Review Board but I don't think they got approval. It would then become an issue of the political relationships that the Council enjoys with the overlapping tax districts. There isn't really a financial risk to the City. It's more of a reputation risk. There's still debt that is related by it's not a general obligation bond. They can't make the deal work in its current arrangement. They reduced the density in the number of the units and it's really the cost of buying back that density.

Ald. Turner: Once the Sterling Bank building gets on the tax bill will the General Fund no longer have to pay off the TIF fund for 4 to 5 years?

Chris: When we restructure, the debt related to 1st Street has a 2038 maturity date, but the TIF district is only in place until our fiscal year 2026. Through 2026 we would not need to utilize the General Fund based on the initial projections I've done. After 2026 the debt service ramps up

again to backload the debt service. If all three buildings in Phase 3 get built, we will not need to utilize General Fund subsidies through 2026 to make the 1st Street debt payments.

Ald. Gaugel: Outside of TIF #5 is there anything of concern that the Council needs to take action on?

Chris: I don't think there is anything you need to do. It's more to just be aware that those items are out there and they could have some budgetary impact depending on what happens with #3, #4, and #7.

Mayor Rogina: On #3, on the table here, is a proposal from Shodeen. We have an obligation to look at it, tweak it as we need to do, but to me time is of the essence. If they were to be rejected we would be into a bigger deficit in 2023.

Is there any flavor on the part of the Council: 1) does the Council have any feelings pro/con or neutral on the issue of the Quad as it relates to a proposal possibility for a mixture of retail/residential?

Ald. Payleitner: Thumbs up!

Ald. Lemke: The idea of doing a Shodeen style or anything akin approaching that – I say no.

Ald. Silkaitis: I'm neutral until I see what's out there because I don't know yet.

Mayor Rogina: Expanding on this point, right now we have defunct incentive of a sales tax rebate – 50% out there that's of no use. What's your feeling on a TIF in the Quad?

Chris: The biggest problem is what we just talked about in terms of general obligation debt. TIF #5 was secured with general obligation debt but the TIF revenue was pledged to repayment of the GO debt but the way general obligation debt works is if the TIF revenue is insufficient than the City's General Fund has to step up and bridge that gap. The Council has been pretty clear in the past that we don't want to secure TIF district's debt with general obligation debt. We want the development to generate enough revenue to pay for the debt service. I would assume that would carry out to a potential TIF district out of the Quad and we would not look at issuing GO debt but issue TIF revenue debt which is different. It's more risky and costly, but the theory is the development generally pays for its own incentive.

Ald. Payleitner: I guess we would increase the value by turning parking lots into residential pieces.

Ald. Silkaitis: Looking at our history with TIF, half of them are not doing well. I don't know if I want to go into another TIF plus if we do a TIF on the Quad, we're TIF-ing homes again. I would really need to be convince that's the right way to go.

Chris: The preliminary indications are that the Quad does meet the qualifications. School district in the past has express reservations about approving or supporting TIF districts that don't have a development plan tighten down. We don't have a development plan for Pheasant Run or Target area. We've talked repeatedly about TIF districts that touch and can transfer money between them. Establish the one for the Quad, if the Council wants to go this way; have it be there and be active and if a developer comes in and we decide we want to do one for Pheasant Run or the Target area; you can do that in the future and transfer money back and forth between those three TIF districts as you need to base on how they performed. *(Refer to attached TIF Table #1)*

Mayor Rogina: While Jenn is setting up for the Compensation presentation I would like to throw in one small thing. The history here in this town has been simple where we have names of places named after individuals in our community such as Langham Park, Fred T.L. Norris Parking Deck, Jim Martin Parking Lot, etc. I've had inquiries by some of you, council members, as to naming the recent parking deck downtown on 1st Street in honor of Mayor Susan Klinkhamer, who got the 1st Street project started. By history, in going back, was City Council did not approve the parking deck of Fred T.L. Norris and we all kind of agreed informally on Jim Martin's parking lot. My question to all of you is would the Council like to have a formal proposal brought to you to name the 1st Street Parking deck, or if there is consensus we can just do it, to have a ceremony or not?

Ald. Krieger: I would support just doing it because she was the Mayor in your seat when 1st Street started.

Mayor Rogina: And you're not particularly in favor of Council voting on this publically?

Ald. Krieger: If we have to then we have to.

Ald. Bessner: I agree with Jo.

Mayor Rogina: I'm getting head nods that let's just go with having a ceremony and getting a plaque posted.

All: Agree!

Compensation

Jenn: Six months ago when I came on board, Mark asked me to put together an RFP to do a compensation study that included Council input. In the binder there is a timeline on the discussion Council had over the years, a summary of preliminary discussions you had from Sikich. As a reminder, the contract was approved with Sikich on September 6, and we did our project team kickoff on September 30 with Chris, Mark, Denise and I. We did document transfer in September and October and in October/November Sikich did their stakeholder interviews with all of you.

This is our timeline history of discussions which is a topic that the Council has discussed a lot. Compensation is generally one of the largest expenditure for any employer – public or private. It's the Council's responsibility to make decisions about tax dollars, so scrutiny and discussion makes sense.

The last discussion, as I understand it, came right before I began here and some of the feedback was to do a compensation study and analysis. We'll go over today some of the preliminary themes that came out of the stakeholder meetings.

A reminder on what some of the deliverables were. First of all we asked the consultant to review the current compensation philosophy of the 75th percentile. What's the reasonableness of our criteria that establishes our comparable communities? What is the impact of our philosophy in terms of internal equity and pay progressions for subordinates and union positions? We also asked them to identify the marketplace specifically looking at our list of comparables and methodology that established those comparables; and you see one of the themes they uncovered is that there is an interest in looking at a more empirical methodology to establish that criteria. We are asking the consultant to provide best management practices on developing a compensation plan, developing criteria from comparable communities, and how we move people through compensation plan. We also asked them to provide any recommended alternatives or revisions to our existing plan along with an explanation of why, the drawbacks for benefits of changes, and how it will impact the union – non-union environment.

The last piece is implementation instructions. So if they do provide recommendations that the City is interested in implementing; we have to know the instructions. Are there policy changes, is there a budget that we have to phase in, what's the timeline, etc.?

So what did we find out from Sikich? First in terms of market position these are themes that came through after the stakeholder interviews. As a reminder the stakeholders included in these individual interviews/meetings were council members, department directors, and then four focus groups meetings which were cross sections of employees.

For market position, some of themes included that there's an understanding that the purpose of the 75th percentile is to attract and retain high performing employees and there's some desire to maintain that in order to maintain the high quality services that are delivered to our residents. However there is also a desire to explore compensation systems with the philosophy in other communities. There's an acknowledgement that there was to be a change in the philosophy that would be some sort of impact on the current employee base.

In terms of comparability, there is a dis-satisfaction with the current criteria. There is an interest in using some sort of more objective and robust methodology including contiguous communities, like Geneva.

For classification in job measurement, there is an interest in better understanding how bands are established and how positions are assigned to those bands. There was some interest in

employing a more objective methodology like a job factor analysis. With Sikich's original proposal they did have that as an alternative.

For merit, market, and range progression, there's varied acceptance and understanding about how merit and the annual market adjustment are done; more information would be helpful; and also an exploration of other systems would be of value. They recognize that compression and leapfrogging is an issue. Compression occurs with having a lot of supervisory layers and a subordinate employee begins to make more money than their supervisor Leapfrogging is when an employee is progressing in their career and leapfrogs a position like, for example, a sergeant to Deputy Chief.

For represented/non-represented there was acknowledgement and appreciation of good relations and fairness in compensation between the two groups and there's an interest in maintaining that.

They also looked at our employee base and most of the employees that were drawn to the City actually live in the City or the surrounding areas like Geneva, Elgin, South Elgin or Elburn; that's primarily where we are finding our talent.

So there are a few action steps from this point forward. First would be to establish a workgroup to review the criteria that establish our comparables; that was something that definitely came through in our preliminary findings. What we're suggesting is establishing a workgroup that is made up of three elected officials working with staff, Chris, Mark, and myself to look at those criteria. I understand there's some interest with Ald. Bancroft and the Mayor. That group would work with Sikich to establish this new criteria and that would be reported to the City Council for approval and when that criteria is established, we would apply it and develop a new list of comparables; and then we would get some data collection. That data collection would include compensation philosophies, compensation plans and salary schedules, missions, goals, visions, and how those things relate to compensation and how their compensation plan is applied to a union and non-union environment.

So we have phases left that Sikich needs to complete. for the remainder of Phase 2 is the turnover analysis looking at why people leave the City of St. Charles. The other piece of Phase 2 is the gap analysis, which measures our current compensation plan against the stakeholders' expectations. Phase 3 is a preliminary report and summary to the project team and Phase 4 is the formal report and presentation to City Council.

Additional preliminary recommendations from Sikich include a job factor analysis and ongoing education about our compensation plan.

Mayor Rogina: That's a lot to digest in this compact report. Any comments, questions, or suggestions?

Ald. Turner: The thing that always concerns me was our comparable communities and I understand why we did it in the past and from what Jenn just told us now is that we're drawing all of our employees around here from Geneva, Elburn, Batavia and a few other cities and if they are not on our list now, I think they should be.

Ald. Bessner: With respect to the 75th percentile, is there anything that has changed over the years that would impact our decision to be at the 75th?

Jenn: I think that's a judgement call and that's part of your philosophy and that's certainly a policy decision of where does the Council wants to be. As I understand it, the police decision to be at the 75th percentile has been in place for a long time. I could not pinpoint when that was decided. The purpose of the 75th percentile has always been to attract and retain high performing talent. It is recommended that an employer revisit their philosophy every couple of years to make sure that it still matches what their mission, that it accounts for economic conditions, that its financially viable, and that it's palatable to our constituents. It's a good idea to take a look at it periodically.

Ald. Bessner: So there are no markers for us having to revisit it? We're just taking a look at it to see where we are at?

Jenn: It is recommended that we should revisit it every couple of years.

Mark: Historically, I don't why or how that percentile was established but I do know it was discussed at the heat of the recession as to whether we could afford the 75th percentile; and that conversation looked at the 60th percentile and the 65th percentile. And I remember the thought was that for the amount of money we would save in going to the 60th or 65th percentile; was not worth the potential impact on employee morale. The decision was to hold constant on that piece and march forward. I don't think that conversation has been had since that I've been party to.

Ald. Bessner: There are no indicators over the last couple of years with employee turnover or talent level that anything has changed or even beyond par?

Mark: I would allow that during the recession no one moved anywhere. So in the last couple of years we've had some movement in the organization and a good share of that has to do with retirements. So from an attraction point of view, I learned this best from Jenn who came from Warrenville, who said they sometimes had problems attracting people for a new open position; where in St. Charles we get a healthy response to our job postings. It obviously relates to what the job is, such as, if you're looking for a IS Director position or looking for a receptionist; you get different numbers, but we've been able to attract good candidates for the most part. Larry Gunderson just posted and filled a position in his area for a Network Specialist. They had five good candidates which is a good position to be in and it was hard to make a decision of the five good candidates.

Ald. Bessner: I'm okay with the 75th percentile so far. I was just curious that it was matching and doing what it's supposed to be doing.

Mark: One of the things hopefully we learn from the turnover analysis is why people, who are not retiring, are leaving our organization. Is it because of pay, because there was not open focus that they could see in the near future as they develop in their career and are looking for a

different job in a different position that they want to advance to, such as Jim Bernahl. He didn't see an opportunity to move ahead any time soon, so he took a position in Winnetka.

Mayor Rogina: A couple of comments. On process I've said that I would be interested in being part of that elected officials group for the study; however, if there are three Council members who want to be involved in this, I have no problem taking a back seat but I do want to provide input. Two examples of input would be, like Ed, I don't have a problem with the 75th percentile. When I looked at some of the data, immediately what jumped at me was why is Schaumburg and Naperville sitting in this mix? I have no idea going back to the time I was an alderman. I don't think it was right. To Bill's point, I think there's better comparables that are closer to our particular size. Second point is none of the elected officials deal with this, but directors do which is to define the 9-page evaluation form. It's cumbersome and time consuming and sucks up resource time. There should be a checklist. All you directors that have to do evaluations and that form – it's a monstrous task.

Ald. Bancroft: Since I've been on the Council, six of the eight directors are either new or changed jobs. From that perspective as well as my own as a citizen's assessment of the City staff, I think the compensation structure has brought us good people; probably the best people in terms of my estimation of surrounding communities – so kudos to all of you. The question for me is much more about the program administration and much less of my own determination of what is a comparable community or not. I voted against Sikich and in this report and my meeting with Sikich I saw nothing that changed my mind on my voting against them. The gentleman I met with didn't even work for Sikich. He used to and now he's outsourced; and to me that's embarrassing for Sikich – just to be clear. I think it was ridiculous that it didn't warrant the attention of their compensation staff for the City – they gave us this guy. That's just an observation. My assessment of moving forward with them is iffy at best.

The most alarming thing to me of anything I read is in this timeline; is that there has been 17 years between compensation studies. Looks like a group did it in 1990 and then did a study in 2007. That's an unbelievable amount of time and we haven't done one since 2007; so we are well on our way to that same period of time. No one is being put into a position structurally to succeed in. You have staff that is executing a program without any oversight from a professional and you have a Council that is unarmed to assess whether it's being done correctly, incorrectly, or moving forward. To me it's all about the structure of the program and much less about the specifics of what communities and what's the right compensation, and is the 75th percentile the right way to go? It's all about setting up a philosophy in which we are willing, as a City, to pay for the best people and that makes sense to me.

What does that mean and what's the right way to go about it? I'm not equipped to tell you who our comparable communities are. Sure maybe Batavia but this is not my area of expertise. To be in a system that has programmatic review by a professional over a defined period of time, keeps everybody out of trouble. It keeps staff out of trouble from questions, should I really be recommending this? It keeps the Council informed so they know what they're approving and it's set up on a periodic basis so everyone knows what to expect. Just look at the chart on the

timeline. You got all of these discussions going on but really no progress and I don't have the sense of how the program would be executed.

Ald. Turner: Going back to what I said before of where our employees come from. We are almost hemmed in on the administrative or non-union side by the unions. We are also hemmed in by the state because if we try to fight it and we go down to Springfield we know we'll get our butts kicked. You're right about the internal. It's better to have an outside person to do the evaluation. That takes away somebody feeling that he/she didn't like me or he got a raise and I didn't because of... I haven't really sensed that here but I would rather not go near that and that's about the only way you're going to get away from that.

Mayor Rogina: Bill can you talk to that last point where you talk to an outside person evaluating the study or evaluating salaries?

Ald. Turner: The whole compensation plan.

Ald. Bancroft: Let me give you my background to give you a framework outside of what we do. At Draper & Kramer HR reports to me. So I come up with bands and compensation framework and we execute upon it. Every three years I have a 3-party firm come in and do a report on my compensation structure which gets delivered to a Compensation Committee at my Board of Directors that I have no influence over. Specifically for all the C level people at the executive level we do a separate compensation study that goes, again, to a Compensation Committee of the Board of Directors level with a recommendation of here's where they are that reports with your philosophy; this is the range where these people should be. So the board is put in the position where they now have oversight over our compensation framework and expertise and information at their fingertips that have powers of judgement.

Mayor Rogina: One thing you have different in your system that's different from our system is that you do not have any collective bargaining. In this system we have both non-union and collective bargaining. That throws a monkey wrench in there.

Mark: There was a lot of concern that I received from individuals about what their compensation program was now in terms of how comparables in the 75th percentile and the philosophy – that's the piece where we need to try and clean this up or at least get everyone on the same page where there is a level of comfort. The audit piece that we've talked about historically, I see what we are doing right now as the first piece of that audit to make sure we have a foundation and get it through some kind of periodic audit of how's the administration of the program being carried out within the baseline of the philosophy of the organization.

Ald. Bancroft: An audit, by its very nature, is backward looking and everything that I described is forward looking. My compensation doesn't change going forward unless the Compensation Committee okays it and its justified by that 3-party report. In other words, you have a philosophy to be implemented and that philosophy is given a professional forward looking basis; these are our recommendations for salaries based on criteria. We do that for the executive level annually but for the company-wide we do it about every three years where someone will give us

a benchmark of looking back historically at this as where you are at and looking forward this is where you should be based on your bands or whatever your criteria is.

Ald. Turner: I think that's a good point about looking back and looking forward. I never got any feeling at all in talking to anybody here that we were looking forward and where are we going with this rather than we base it on a union contract. I don't think that's the proper way for non-union employees.

Mark: I think a piece of that is correct because the market or COLA is based on what comparable communities have paid at the 75th percentile level. In terms of looking forward we say we're going to pay you for what your performance was in the last year and we call that current. So if you perform meeting your goals and the expectations of the 9-page evaluation form, you get a merit which is a rearview window reflection of where you should be in the upcoming year, but it doesn't look any farther than that to what Todd was saying about the 3-year window.

Ald. Bancroft: I feel unarmed to answer the question of whether the 75th percentile is where our philosophy is. This is such a combination of factors. I don't really know what the 75th percentile means. I think it's great to have a philosophy that you apply. Right now I really can't describe our philosophy other than the 75th percentile. I'll give you three things. I would have trouble disclosing this, especially when I look at this timeline it's really alarming. That leads to my concern of being disclosing rather than being transparent. This should be a no brainer and be very transparent and come up with a philosophy. A philosophy should get applied and have benchmarking every three years, sort of city-wide, that tells us this is how it's being done.

Ald. Lemke: I had spoken about comparable communities and the feeling I got in that discussion was and seems like the way we should go is more than just mileage, it has to do with EAV which I think is still part of it. So we had factors that we would include in determining comparable communities; factors that would rule out cherry picking because some of us will remember there was a mayor that said let's use Libertyville as a comparable community. Happily that didn't happen but that's the type of thing that can happen if you don't have some type of factor for inclusion. It could be 20 miles or it could be two counties such as Kane and DuPage. Comparable communities may have an impact to what you starting salaries are, what your range in bands may be and maybe also any economics. You can also use that in terms of economics because we follow this policy and when it comes to union negotiations we're all in the same boat together. We also look at comparable settlements and gauge accordingly. It does give us an opportunity to be forward looking when it says here's what some of these contracts are getting for the next two-three years – 2½%. That gives us a barometer to say what we can expect; if not straightforward for the employees than certainly a budget mechanism.

Ald. Lewis: I asked a question and I'm not sure that Greg gave me an answer. Do our comparable communities pay at the 75th percentile? He said he had no way of determining what the other communities' philosophies were. I don't know if that's relevant.

Mayor Rogina: Maureen's statement is significant for this reason. Here's the City Council, the policy makers of the community and votes on the budget ultimately. Many people are admitting to the fact that they are somewhat shaky, somewhat not certain about the complete and total philosophy and mechanics of the compensation; particularly non-union as opposed to a union settlement and you come into a room for executive session and it's pretty well laid out for you. I would be the first one to say, point blank, as an alderman I was completely and totally in the dark with respect to non-union compensation. As Mayor I have come to understand it better, but still I need it more defined. I think the idea of a working group as Ms. McMahon has proposed here is a starting point. This conversation can go on for hours and we don't have the time here, but a working group of staff and elected officials to get the ball rolling as a first step here is appropriate. I will entertain some volunteers for this group.

Ald. Payleitner: How many comparable communities do we have? I hope we have at least one for each department?

Mark: We have one list for the City.

Ald. Stellato: One of the things I asked Greg is how do we reward excellence and he couldn't quite come up with that. So whatever group decides to get together, I'm trying to figure out a way we can reward directors, staff, when an event happens that brings dollars into our City. I use Finance Director Chris Minick as an example. Redoing those bonds was a huge effort. We need to reward that and Community Development Director Rita Tungare and Economic Development Division Manager Matt O'Rourke with the AJR filtration to stay in St. Charles was huge. How do we do that? It was beyond his scope and not able to figure it out. He did bring up the union vs. non-union. I would like to have that as part of your discussion.

Ald. Bancroft: One big concern is, are we underpaying? I have no idea. Are we doing the right thing on your behalf in applying an antiquated system that is not reviewed? That's actually a bigger concern of mine because you pay for performance and you get the best performance from people who are really engaged and know there's some connection to their effort and what they're compensated. I don't have the sense of it. I know we have union and non-union to deal with and maybe that adds a layer to this. I will also tell you that I don't really want to talk to a guy who is doing this as a side job. What we're going to pay to have a compensation consultant do for us is going to be a significant amount of money and deserves their best and they didn't give that to us.

Mark: I asked for Greg to come and do this. They were going to have Julie do it who is the lead that we've been working with ever since. Greg is no longer on the project. He was in for that task and that task is done. Now it's Julie Strahl who is leading this process.

Ald. Bancroft: Has she done a hundred of these or just two of these. Do we know anything about her background? I interview compensation consultants that I set up for our Compensation Committee. They are the Gallaghers of the world and that's all they do. I'm worried that we're sort of just the next revenue stream to someone and maybe they have some experience. We deserve the best. We pay for the best probably.

Mark: We can give you the RFP that they gave to us. Gallagher did submit to our request for proposal and part of the reason they were denied was they were way too expensive and outside of our scope. We were trying to find a competitive firm that we felt would best satisfy our needs.

Ald. Bessner left at 1:20 p.m.

Ald. Turner: I said to the Sikich guy that we're running a \$170M corporation here and he said you're right. Do you think this is being factored in or has anybody else mentioned it and do people realize that we have a \$170M corporation and are we compensating people at the proper level. I don't think we are.

Ald. Silkaitis: I'm a union member so I know my raise every year for the term of the contract. As being non-union you never know what's being negotiated. You could hire another firm to do this and give them the same information and get a whole different answer. This is very subjective that it's going to be hard to do it perfectly.

Ald. Bancroft: I think that's why I keep going back to a professional who renders an opinion that the Council can rely on. For my Compensation Committee and the Board of Directors, they have to produce it for the shareholders. If they didn't have everything prepared they arguably are not fulfilling their fiduciary duties and have no basis to determine what they're paying out.

Mayor Rogina: Regarding this elected official group to meet with staff, I will be one, Bancroft will be two. Who will be the third so we can get step one underway. Ald. Turner makes three.

Mark: This kind of conversation is what we need to have. A year ago I stated I was tired of talking about compensation every year, let's do something about it, let's solve it for at least three years.

Economic Development "Hunting & Gathering"

Mark: How do we hunt for development opportunities and bring them back to St. Charles. We had a conversation in June after some of you went to the ICS show in Las Vegas and Ald. Stellato did a short presentation on how he ran into some vendors/consultants who talked about services they render to assist municipalities to try to collect business units to come to their communities to open up shop. They use some new technology of which we don't have available in our organization. One is they have access to debit/credit card transactions that understands where a person shops, how frequently he goes there, how much he spends and what he buys. If they collected all the credit cards from a particular audience they know what kind of businesses are attractive in St. Charles and people are coming here from other areas and there is a gap in our market, maybe there's another opportunity to grow that business. We've been having conversations with one firm and have another one coming up that uses this kind of technology to assist in hunting and gathering. They come with a price tag and at the end of the day it's how much do we want to invest to attract business development on this economic standpoint.

Mayor Rogina: We have this group that are professionals and part of development and industry coming into the community and wouldn't mind them taking the lead with respect to them giving us their opinions/thoughts on what might be the pros/cons to go into an approach where we bring a hired gun in on a contractual basis to help us in economic development.

Ald. Stellato: There are two ways that these groups work. One uses receipts and the other uses your cell phone. They track you through GPS so they know what your shopping patterns are. They bring that to the table and the other thing they bring are connections. They know the Bed Bath & Beyond or Best Buy people – they have relationships with them. So when they sit down with them they can tell them that all of our appliance dollars are leaving the community and can prove it and that's how they sell it to Best Buy or HH Greg etc. We do not have that right now. They also draw outside of our region and our state throughout the country.

It's very difficult out there right now because retail is dying, it's not what it's going to be, and at some point that would be my only concern that we spend this money and we have all these vacant buildings to fill. A compromise we came up with is instead of footing the whole bill, can we get some of the developers that own these shopping centers to kick in with us – share the pain. That makes sense to me. We get developers to share in the cost and we get the benefits of this study – that makes good sense.

Mayor Rogina: Can these head hunters go after service?

Ald. Stellato: Absolutely and when they get to these retailers sometimes they get to other developers who are not in our area yet – that's another opportunity of residual effect. I'm in favor of it but instead of jumping in all the way rather dip my toe in the water. We've talked to Retail Strategy and Buxton is coming in.

Ald. Payleitner: I saw Retail Strategy who did a presentation at IML explaining all the science of this.

Rita T: I agree with everything that Dan just shared. Mark and I had a conversation with Keith Kotche and I reached out to Chuck May of the Quad on the idea of piggybacking and their responses were they can't afford shelling out any money in contributing to this idea. We focused on the east side thinking the opportunities were there with maybe Quad, Foxfield Commons, Pheasant Run, Target Shopping Center; these properties are struggling by themselves. They already have a broker for themselves and started a relationship, so they don't necessary see an opportunity or see the values on piggybacking on any efforts that the City puts forth. If I had to present a weakness we have in our economic development efforts it goes back to the contacts of the connections. We don't have those at the state level or national level with retailers. These companies are a subscription based service annually.

Ald. Stellato: I almost feel is we found somebody for them and presented it to them, they owe us. Even if we spent \$50K and found HH Greg and bring them in and that deal happens, they would have to pay us money and that's like a broker condition and won't work. I'm trying to be

creative and spend all this money to help one particular developer who is not even kicking in and helping out.

Mark: The Keith Kotche conversation was very brief and his remark was I'm not interested in trying to find a vendor right now. He's trying to unload it.

Ald. Silkaitis: These consultants, instead of paying them, put them on commission. They bring them in with the first introduction and you get X amount of money. That way we are not out as much. How do we know what they're going to do for that one year subscription? You make an incentive and if they do well they're going to get more. I don't know if that's feasible or not.

Ald. Gaugel: What is the cost for one of those services?

Rita T: \$50K a year.

Ald. Gaugel: My thought is along the same line as Ron.

Ald. Lewis: In looking over this list, I think it comes down more to our city policies that we should look at before we go hiring consultants. One of the things is community beautification programs. This helps bring retail to your community. This is something we could do ourselves in looking at our policies to see if we have the right things in place. Community Development precedes Economic Development – how are we promoting ourselves? There is a list of eight things and so many of them we are already doing and their good sound principles.

Ald. Payleitner: One of the things they told us was to enter your town as if you were a developer. What would your eyes see?

Ald. Turner: Why not start comparing our utility rates to surrounding communities and we will see us as having cheaper rates and we have large expanses of industrial park space and that may be a draw to get businesses here.

Ald. Stellato: The retail phrase used to be if you build it they will come. Throw a store out in a cornfield and the development builds around it now. Now you have to have roof tops and have an established trade area with high demographics, household income, population density, etc. This is what these groups do that we don't have the access to. They know how to reach out to retailers.

BREAK: 1:45 – 1:52 p.m.

Liquor Licensing & Food

Chief Keegan: I went through our list of license establishment to see who really doesn't have a full service kitchen or limited amount of food. Some businesses on this list are newer establishments and some have been around a while. Wine Exchange offers finger foods; House Pub does not have a kitchen and offers only popcorn and so on for the rest. Do we stay status

quo and leave our code the way it is that allows the practices that have been approved? Do we look at our definitions on how we define food service? Do we grandfather what exists currently and look at changes in moving forward? Some communities mandate a certain percentage of sales that has to be geared towards food – which is very cumbersome. I like to address the status quo piece first.

Ald. Bancroft: I don't have great passion one way or the other on requiring food or full service. If that's the road the Council wants to go down, I think you would have trouble applying that retro actively and would have to grandfather everyone already approved. I don't believe a kitchen solves all the issues with respect to alcohol.

Ald. Lewis: I thought the word kitchen was in one of our older codes. It's been revised since then but that was part of our description. I think perception is very important that we do require a certain amount of food. Also have concern for our video gaming license that without anything but peanuts and popcorn, you'll see places that will eliminate their kitchens and just have their gambling places.

Ald. Stellato: How does that relate to the micro-brewery? If someone has a tasting room where does that fall with regards to Maureen's question going forward? Penrose only serves pretzels. With micro brews opening across the country and having a kitchen will disallow them to open.

Ald. Silkaitis: If we do require a kitchen, what is a kitchen? Is it two burners, an oven – that has to be decided first and then you go further on what is a utensil? This is getting really specific and I don't know if that's our job to be that specific on what a kitchen is. I can go either way.

Ald. Lewis: The definition of a restaurant comes right out of the State statutes.

Mayor Rogina: I hear comments that St. Charles is a bar town. I don't want to stifle economic growth and I don't want to be a bar town either. I feel we can manage it and provide for the economic growth that meets the trends that exist like this tap house that is a trend and we should as a progressive city embrace it and 2% alcohol tax is another source of revenue.

Ald. Payleitner: I don't have a passion for or against gambling or alcohol but I do have a passion for our town's image. We as a Council are charged in protecting our image.

Ald. Stellato: Do you want to say they have to serve food or some kind of a kitchen?

Ald. Payleitner: Food service.

Ald. Bancroft: Can it be outsourced such as a menu at a restaurant next door?

Ald. Payleitner: I'm looking at definitions that are already defined.

Ald. Lewis: Where are you going to bring your kids on a Saturday as a family? The last five places that we've approved don't have food service. There's a trend obviously coming and we are now approving more and more establishments that don't require a place to bring your kids for

food. You're not going to bring them into a local brew house because there's nothing for them to eat. Which trend do we want to have?

Ald. Stellato: I'm in agreement with you but trying to figure out mechanically how to make that work. What about the Painted Vine? They serve no food but have wine while you're painting, is that a problem? I don't have a problem with that.

Ald. Payleitner: That's an activity.

Ald. Stellato: If we get to a point where we are defining all the exceptions, I would feel okay. If it's a micro-brew – it's okay; if it's got an activity – it's okay. I would have to see what that looks like.

Ald. Bancroft: What we're targeting is that we don't want a tavern where all it is you can buy a bag of popcorn and we don't want another 20 of those. But if it's going against something that has an activity and doesn't have a kitchen, or it's a new concept and doesn't have a kitchen – I think we got to maintain some of that flexibility because things are changing.

Ald. Lewis: Then to the Mayor's words we're always told we have to treat everybody fairly with due process and we can't give one liquor license and then pick and choose and give another one. How do you address that issue?

Mayor Rogina: You have the authority to accept or deny a liquor license. If you have a code and have just cause, the Council has that authority to do so. A council member has the authority to vote no on a liquor license.

Ald. Lewis: I know but I've heard you tell me to be careful if I vote no because they could come back.

Mayor Rogina: I said that particularly if there is some kind of precedence out there, but to Todd's point you got all kinds of mixes and matches; the microbrew for example is not equivalent to House Pub. It's a different species.

Ald. Stellato: At Mixology's opening, the back half of their space is an art studio and they have monthly artist openings and a gallery. If you want to go in and get your hair cut or spa, you could have a drink and also go to the art gallery. There's no mention of food there so I'm trying to delineate that and say if there are exceptions to that, I just want to know what those exceptions are. I think we're probably in agreement but I want to map out those "if we can do that" and make those exceptions.

Ald. Payleitner: The definitions "tavern" where is this posted?

Chief Keegan: Right from our city code.

Ald. Payleitner: In the definitions one place it was required and in another it was not.

Chief Keegan: That pertains to outdoor patio where it states for C-1 liquor in outdoor sales areas provided such sales are in conjunction with food service; absent that for instance Global Tap House.

Ald. Payleitner: But in the definition of tavern it requires it.

Chief Keegan: Remember Global Tap House on Prairie they have a small outdoor patio and we made the stipulation in the minutes that they have microwavable food and when you look at that definition, I think that is really the crux for today's conversation because they were amping up their game because they wanted the outdoor patio but didn't have a commercial kitchen or we wanted a better defined food service.

Ald. Payleitner: Definition of tavern states unless food/menu items are offered to its guest; in the event a full menu is not provided a reduced menu which includes appetizers, sandwiches, snacks...

Tina: The license code for tavern is not reflecting the definition into the code area. We either revise the definition to be more like how our code reads or revise our code to be more inclusive of what the definition of a tavern is.

Mayor Rogina: I do think we need to hear from the entire Council with respect to the following of Jim's point. He has posed four questions here in where do we go from here. Everyone here has listen to the conversation, debate, and discussion and are in position to say we want to keep it the way it is; do we want to define food service in a better way; do you want to grandfather and start over again? I don't think we want to do number 4 of mandating.

Ald. Turner: I would stick with status quo because everything has got to come in front of us and if we don't like it; we don't have to approve it.

Ald. Gaugel: I would tend to agree with that or to grandfather and start over.

Ald. Bancroft: It feels like it would be too much work, I would use status quo for right now and deal with it on an exception basis.

Ald. Stellato: I agree with Steve status quo or grandfather.

Ald. Payleitner: I just want clarity. Do we have it in our ordinance or not. Right now half of us think we do and the other half doesn't. Have that food service is a requirement.

Mayor Rogina: As part of the definition of tavern or part of the definition of requiring a license?

Ald. Payleitner: In the definition of tavern it is there but in describing the tavern license its not there. Either we redefine tavern or...

Mayor Rogina: You would like to see what is said in the definition of tavern in the tavern license.

Ald. Silkaitis: Status quo or grandfather.

Ald. Lemke: Status quo and we could always do more in the way of grandfather.

Ald. Lewis: I don't want #4, we don't need #3 and start over. I want a clear definition and then do status quo.

Chief Keegan: We have three different classes of C licenses; so when I do a definition to overhaul am I looking at the C classes 1,2,3 or am I going back to the definition and more clearly define what food service is? One is a definition question and the other is a code issue. I still have some confusion with the C licenses 1,2,3. The only requirement is if you want an outdoor patio you have to have some sort of food element and if you don't, you can get away with that so long as it's just beer and wine – no spirits allowed. We'll bring it to a Liquor Control Commission to start with.

Mayor Rogina: That is good suggestion.

Purchasing Policy

Mark: In the last year or so, we as a staff have noticed that there are a lot of questions about purchasing which has caused staff to improve the purchasing process in general. Before committee meetings there is always a certain amount of concern about do we have all the questions that people might ask – are we ready? We want to make sure we provide you with the information you need. Some of the directors got together and had a conversation and this is the perfect venue for that. Are we giving you what you need? What are you looking for in greater detail? What can we do to make purchasing simpler for us (staff) but get you what you need so we don't spend time trying to second guess ourselves before we get to a committee meeting.

Ald. Lewis: I think some of that could come out in the budget when we're going through our budget reviews because if there are some major purchases, I don't really understand and then I get an item that says it was budgeted and approve. I say I did, if it was in the budget, I never saw it because it is a portion of the overall budget. So when we do our budget review it would be helpful to see that certain major purchases are part of the budget and that's where we can ask questions.

Ald. Lemke: Where I work we have a lot of scrutiny for services, not so much goods; and I think what's important when we're talking about design services, etc. is the quality of the people coming on board. Are the people skilled and have the right skill sets and depth, have they done this before. I'm comfortable with saying that sometimes there only needs to be a price comparison on services and I think its greater than that. Goods – I like the hurdle rates we have of \$25K for home rule powers for competitive bids.

Mayor Rogina: So your point is if there is a presentation at Government Services and there is a waiver of bid, you're suggesting that you want to hear the rationale behind the waiver?

Ald. Lemke: Yes.

Chris: In a description of a process that we went through to evaluate the qualifications, I thought I heard you say is you want to hear that the people on board are bringing qualified people on board to do the services; so you would like to know what process we went through to verify that?

Ald. Lemke: Yes, you might of put feelers out to 10; five came back that really didn't answer our questions and the remaining five we chose among these by some factor weighting method. It can vary based on whether it's an engineering firm or architecture firm.

Ald. Bancroft: I'll speak to the services side where it seems most of the purchases go through. In the vein of talking about this, staff has comfortable relationships out there and it rings true that every time something comes across we deal with the same vendors and I'm guilty of it in my job. I think that's a problem. We talk about Sikich and its not just that, I go back to the whole Trotter thing. It was really unnerving when Trotter showed up at a meeting asking for an extra \$200K. That really causes things, in my opinion, of all these conversations to spiral out of control.

Chris: Is that a problem with a particular project as oppose to maybe the process we go through to vet? Something happened along the way in that project that caused it to go sideways; and even if we had another vendor that wasn't Trotter, engineering firm, that same thing was likely to happen given the constraints that happened. Is that an issue with the process that we went through to select the vendor for the engineer or is that a problem of that particular project and how it went sideways?

Ald. Bancroft: Neither, my point is more as we get comfortable with vendors and make the selection of vendors not just on pure price but because we have a comfort level with them or they know our infrastructure; we become more tied to them. As we become more tied to them it now limits our flexibility on choosing the next vendor. It limits the fairness of it. Now you have perceptions of the Council saying Trotter's going to get that deal because they have x, y, z; so why are we bothering going through the bid process. Next thing is they start to know it and I'm using Trotter as an example. It comes down to that its not the specific project and the process of going through the vendor selection; once you start getting yourself tied to that level of a vendor, it's really hard to get out from that and I feel that happens at times.

Ald. Gaugel: In that specific situation of Trotter, they have a distinctive comfort level with dealing with the City. I'd be willing to bet if it was another vendor and in that same scenario of everything playing out the same, they would be reluctant to come to Council and ask for an extra \$400K when the whole project was delayed and had problems all the way. Because of Trotter's comfort level they thought nothing of coming before us and thinking it would just be done. That's the comfort level that Todd refers to that became a problem there. I'm sure that's part of the reason why there might be some wringing of hands before a Council meeting and let me

preface by saying I think we are doing a good job, but in this scenario where we select firms that we have a comfort level with, we go in expecting the outcome and fulfill it before we get there – my perception. A good example would be we have a select statement of workers that we’re looking for. We evaluate both proposals and both of them met with what our scope of work had called for but don’t communicate back. To me that’s a problem in our evaluation process. If both proposals meet exactly what we’re looking for, let’s add a price and we’ll price you when it happens and it didn’t. To me we need to examine how we evaluate. If criteria are different from the evaluation process, we need to define it up front before we move forward with that evaluation. It’s very difficult to say both are acceptable proposals but one went above and beyond and we’re willing to pay for that. If that’s the case we should of at least modify our scope of work and go back to the lower price guy and say would you be willing to do this at the price you submitted? So that one seemed like it was a forgone conclusion that we’re going with WBK even though they were the most expensive. That’s where I have reservations of approving something in addition to who or what the minimum proposal is when both of them met the same criteria. Two things I would say is if we could establish full and open competition, that’s primary regardless of dollar amount and the big part of the discussion with the comfort level we have with some of the current vendors is there’s feeling among some of the Council members that I’ve talked to is that there is a plentiful supply of vendors who provide those services. I would like to see on the services of the engineering firms for us to expand and set a clear set of definitions for what our scope of work is that we are looking for. Evaluate the capabilities and then the price. I think we’re doing that but when we see proposals we see something we didn’t even think about, we need to go back to the other vendors and say does your proposal include that – that’s more than appropriate. When we get this comfort level like we have with Trotter were going to get how that one played out and that’s uncomfortable.

Ald. Bancroft: And it goes further than that. There are other negative repercussions to having that comfort level.

Ald. Gaugel: We also lose sight of what is fair and reasonable in terms of prices. If we consistently go back to the same vendor that open market becomes a thing in our rear view mirror. Is this really fair what the market is paying? I know we’re comfortable and know these men will do a good job, but are we paying premium because we know this vendor can do it. It doesn’t mean another vendor can’t do it to the same service level as this vendor we know. Are we paying a premium for that comfort level?

Ald. Lewis: What is the definition of waiving the bid process; I’m confused on that definition.

Chris: There are two issues that arise related to that. State statutes require us to go for a bid whenever there is a “Public Works project that exceeds \$20K in cost”. Now through our home rule powers we’ve amended that \$20K limit to \$25K but the concept is still the same. We say for anything that costs \$25K or more that’s a Public Works project we have to go through a bid process. And that’s what is required by State code of Public Works projects. Secondly, we’ve instituted a policy through our City code that requires us to obtain bids over \$25K for other types of purchases that we make: vehicles, supplies, equipment. Those kinds of things that exceed \$25K in cost, we’ve put into our City code that we will bid those as well. When we are

requesting to waive the bid process sometimes when you go out for bid there is a formal process you have to go through. You have to advertise bids in the newspaper or online, etc. and you solicit bids, you have a meeting where you receive a sealed bid and set a date and time for opening those bids, you open and tabulate them, and once you tabulate and go through all that process to award the bid to the lowest qualified responsible bidder. You don't have discretion at that point to go outside the bid process.

What we practice, using vehicles as a prime example, we actually have a long standing practice where we will look at the bids that the state has done or Suburban Purchasing Cooperative has done, such as with squad cars. Every year the State bids squad cars and that counts as a bid under our code and statute. We look at the price and will go to our local dealers and say this is what the state bid calls for in terms of squad car purchases. Can you meet or beat this price? If our local dealership can beat the price we'll request your permission to waive the bid and because we haven't gone through a formal bid process at that point; and then we'll request permission to award that contract to Zimmerman or McCue, etc. That's the process we go through and are requesting your permission to waive that formal bid procedure.

Rental Licensing

Chief Schelstreet: Today I want to give you an update on where we are with this program which is intended to enforce the existing code requirements, but one of the business terms I want to talk about is how this whole thing gets started and that would be an enrollment for the inspection process. We would reach out to people in writing and advise them of the program and utilize other methods of advertising of what we're doing. One of the fortunate things we have is that a lot of the complexes and buildings we are talking about are already in the system. Anybody over four units already receives inspection of all the common areas; so this isn't going to be anything that will be completely foreign to them.

Building on nuisance abatement, we're also going to capitalize on the work that will take place there; so people will understand if there are residence complaints about different code violations that the City is going to be following up. We might also obtain some information from our building permits for conversions or from utility billing records.

What I'm looking for is an enforcement mechanism that would require a code change to let me enforce what's already existing in our current code and State law. The way this would work is we would have an inspection process and if there was a failure there, it would be a re-inspection like we do with all of our commercial occupancies right now. You would get a re-inspection and the time would depend on how significant it is. We would come back if there was a failure again at the re-inspection that would depend on how significant the violation is. The more significant the life safety issue, the faster we come back; or the more strict we have to be. Further failures would lead to a pre-adjudication hearing. We sit down with everyone and see what is missing here. We've asked you to do this and have given time and tried to work with them. If we still don't have a success it would then go to adjudication process.

We are looking for compliance with the State statute that requires smoke detectors, carbon monoxide detectors, the current code for installation and maintenance of heating equipment,

current code that requires the proper installation and maintenance of electrical equipment, and then issues with occupancy and egress.

The code allows for boarding houses, single room occupancy, and for dormitories. What this means is you can have a structure that has multiple people that are not related living there. That's allowable in the code, it just requires you to have proper exit in the living space. Sometimes it requires you to have a fire alarm; for example, if you look at the AID house on south 7th Street, there are multiple people who live there not related, who have certain disabilities, but there's a fire alarm there with proper exiting. Those are the types of things we'd be looking for in this program.

The fee for the license is not intended to be a revenue stream, it's just intended to cover the cost of doing the program. We are still moving forward with a concept of utilizing the firefighters to do the inspections. Why, because 99% of what we're looking for are public safety type items: fire extinguishers, smoke detectors, carbon monoxide detectors. I could give you what we call a volunteer home safety check. If a resident calls and ask us to take a walk around their house to make sure they're up to snuff or is there something they're not doing correctly. We have a volunteer home safety check that looks at many of these things, such as clothes dryer being plugged up with lint, or how many plugs are being used off of one outlet.

The rate of compensation for that is going to be negotiated. We're looking at what we call a 7G rate. We're allowed under labor law to talk to the employee groups, firefighters in this case, and say we're not interested in paying straight overtime for this, can we talk about a rate of pay that is different and then compare it to how many of these units can they get through. If you take a look at the Amli apartment complex or Covington apartments, this isn't foreign to them. The guys show up and go through one unit, then the next and so on; we can get more done in a shorter amount of time and that means we're not paying the inspector as much; therefore the fee doesn't have to be as high. We are still working through that. Only other cost would be administrative expense in keeping track of all the inspections and who is in compliance and whose not.

I want to re-enforce that everything on the inspection check list would be public safety focus. We don't want to get into the previous concerns of Council of property owners from the first submittal years ago where we appeared to be over reaching. We have nuisance abatement so we're not going to utilize crime-free housing. We'll stick with this very basic public safety focus check list. We'll then be able to minimize the fees based on that reduced scope. The program before was much more robust and we are limiting that.

At the last retreat I addressed this and when you look at fatal fires in St. Charles, we are very fortunate to not have many – two in the last 10 years, both of which have been in rental occupancies. Whether it's your house or paying someone else, all I want to give is those occupants the same service as everybody else.

Ald. Krieger: Both those fire incidents were within walking distance from my house. Will this ordinance include those residences that have been converted to two through six units?

Joe: Those are the ones that I'm most interested in getting into. They may have occupancies separated by clotheslines with blankets over them. We follow up to the extent that we can, but my desire would be to stop those things from happening pre-empted.

Ald. Stellato: I thought you were talking about larger apartment complexes and now you're talking about single family homes being rented out. I want to make sure we're on the same page. I have a problem with the single family homes that are being rented out. Jim Martin and I were the ones that came up with the idea of being pro-active before we even get to police and fire, and start a rental licensing program where anybody who owns a house to be rented, has to have a license. The process of getting that license is they have to take a class, pay a fee, and have to learn what it's like to put in a crime-free ordinance in the lease to do a background check and rental credit check. This was never meant to get down to a point where we are entering people's units. The pushback we got was unbelievable. The one argument I couldn't come back and argue with them on was what is the difference between a rental home and somebody owning their home? Why don't you inspect every home? You're almost screening against them saying that because you are a landlord, you now have to have an inspection. My point is I always thought it was going to be four units or more. We do that and nobody will care because anyone having four units or larger – they get it and their professionals at it. But if someone decides to rent their house out, you're dealing with a different level. I have a big problem with the pushback we got last time.

Mayor Regina: If you own your own home, you control your own destiny. If you're renting you are at the landlord's mercy. You could be a slum lord.

Ald. Stellato: You can still have control over your own destiny. You could put in your own detectors without the landlord's permission.

Joe: My concern is because we have existing codes that define a boarding house, etc., those people would be in violation of that – what are your thoughts on that?

Ald. Stellato: This enters into the arena of the nuisance abatement ordinance. Recently we had one of our large buildings inspected in St. Charles by one of the firemen, Mike Neumaier, who did a great job in tightening everything up. We also had him get on one of our tenants who kept storing things in the hallway. We couldn't get him to stop and with one letter from Mike, the pallets were gone. So you're a great resource and it's a great opportunity for a landlord to say to a tenant that he's not doing a good job and will call the Fire Department on them.

My point is you have a nuisance complaint or a reason to go in and do that, I have no problem with that as its probable cause. But just to say I want to rent a house out and all of sudden you're in there, even though I'm in compliance, I have to worry about setting up a time to get you in there and let the tenants know; and that to me is intrusive. If you have a reason to, then absolutely not a problem. That's why I think we might have common ground on this of what is that probable cause – what does that mean?

Joe: I can work with that.

Ald. Lewis: I think when you decide to rent a house you are entering into a business because you are getting paid; so you enter into some sort of business type agreement. There is house across the street from me that has been rented out three times in the last four years; and who knows what the place looks like inside anymore. They come and go and no one knows what is going on inside.

Ald. Stellato: Why is that your problem? Have there been any violations against the law; is there probable cause to go in there and check it? Why is it any different from if that house was sold five times?

Ald. Lewis: Because someone is making money off it. The owner is getting income from it.

Ald. Krieger: As far as single family homes are concerned, if the Police Department was called to that home for wild parties, would that justify an inspection?

Ald. Stellato: I would say yes that does.

Joe: I would like to do two vettings. One would be with Atty. McGuirk to take our existing ordinance and make some big changes to that and bring it back to all of you to see if we are all good.

Ald. Stellato: What if you go into the house and it's perfect? You got a great landlord there making money and the house is perfect. Why would you go out of the way to upset that person and in some cases the people still live in town? When there is a problem, then yes its time and every good landlord would agree to that; but to go out of our way to do that – I'm totally against it.

Mayor Rogina: To Joe's request in working with John McGuirk, it seems to me that you want a draft ordinance that would be such as the nuisance abatement, that would make sure it checks off case law and other pertinent statutes that give the reason to go into a premise as oppose to some random search that we know will catch massive protest. You could work Council for that particular purpose under a nuisance abatement theory.

Atty. McGuirk: We don't have that as it was never adopted. That could be the model for this. We're talking about licensing?

Joe: There would be a licensing issue for four units and above and we would take a look at a requirement of some sort, if they're in violation of our nuisance abatement.

Ald. Bancroft: So no problem with the crime-free. What if you expand that to a notice to the tenants saying if there's a nuisance against you and the police visit you X amount of times or you, Mr. Tenant, have the right to pick up the phone and call for an inspection?

Ald. Stellato: Yes, I think every good landlord would agree. We just appointed Phil Kessler to the Historic Preservation Commission . Phil, Tim and John own about ten houses in town and

are great landlords. Why would we just single them out and say we want to check all of their units? They might be in full compliance.

Ald. Lewis: I didn't mean while people were living in the house. I thought we talked about in the past that when they moved out there would be a routine inspection. You can't sell your house anymore without an inspection.

Ald. Stellato: Do you have the staff to do that?

Joe: What we're looking at would depend on the scope of the program. There are communities that any time you sell a house, it requires them being brought up to code compliance. I'm not interested in that. What I'm interested in catching are those slum lords. I think this is a good path to follow for nuisance abatement because we're going to get repetitive fire alarms and that's how we got into the one that was separated by the clothesline and blankets. That's what I'm looking for because eventually they are going to develop a history. You can't put all these people together on top of each other and then expect we're not going to hear from them one way or the other. I think I have enough to go on.

Reserves – Water/Sewer Update

Chris: A while ago there was a concern that was expressed that we take a look at primarily the Water and Wasterwater funds and the reserve levels in those and what our policy is and whether or not if it was appropriate given the financial issues that we're dealing with. Right now our current reserve policy is to maintain an available fund balance, working capital of at least 25% of the operating expenditures for the General Corporate Fund and 25%-50% for Enterprise Funds. Fred Lantz, Sikich, went through and did a detail analysis of our audit, the General Corporate Fund was not a problem. We are just below 40% so we are going to remove that from the discussion. I didn't hear a lot of concerns or interest in change for that policy at any of the Committee or Council meetings, so we'll separate that out and deal with the second part of the policy statement and 25%-50% for Enterprise Funds.

First having a range instead of a floor specified is a little confusing. What is the ideal limit? Is it 25%, 33% or is it closer to 50%? How do we deal with the fact that there's a range in there? We did some analysis and went through and surveyed 13 communities and those results we found that the overwhelming majority (9 or so) were either 25% or 30% of their operating expenditures on annual basis. From there we boiled it back and I looked in GFOA's Best Practices manual – they recommend a policy of 90 days of operating expenditures in your reserves for Enterprise Funds. 90 days is 25% of a year. Based on that analysis staff is proposing to slightly tweak the wording on the Corporate Fund to incorporate a practice that we've been utilizing but is not expressed in the policy, and then we also remove the range from the Enterprise Funds.

So the proposed policy *“Maintain available fund balance of at least 25% of operating expenditures and interfund transfers out for the General Corporate Fund and networking capital of at least 25% of operating expenses for the Enterprise Funds. Networking capital shall exclude any restricted current assets prohibited from being expended upon operations.”*

We set the floor at 25% and moved the range which is confusing, we've added the words to the General Corporate Fund Reserved policy and interfund transfers out. We utilize the interfund transfers out for capital expenses and debt service and for conservatism sake we've built those and utilize those numbers as a practice for evaluating whether or not we are in compliance for the 25%. This formalizes that practice and secondarily going back to the operating expenses for the Enterprise Funds, frequently on the face of the balance sheet we'll have restricted assets, primarily bond proceeds, that there is timing difference between when we take in the money from the bond issuance and when we expend them on the project. Those are not available legally for our expenditure purposes. We have to utilize them for the projects that we issue the bonds for so we're going to exclude those from the ratio.

(Chris referenced to the tables in Section 11 of the Retreat book and talked about Reserve Analysis Utility Funds. #2)

Ald. Lemke: If you have any excess this would allow us to take it down and the excellent place is in a reserved fund if appropriate to move an Enterprise to a General.

Ald. Turner: We've been raising rates for six years now and I think after what Sikich has told us and we got a couple of more years to go on the water and maybe a little longer on sewer and, as Chris has informed me, we're only charging for the cost of power increase in electric. This reserve, if we go into the capital improvement funds, we can use that for the sanitary sewer project. It's better we get this sewer project done.

Chris: In final comment I direct your attention to the last two pages of the graphs (attached #3) that show ratios for each of the Enterprise Funds over time and one shows the operating income or loss that's been generated in each of the utility funds dating back to 2003. It's a historical reference that tells the story with picture that is described in the memo. These charts are a good summation of where we've been over the past years.

Ald. Lemke: If it's in the Capital Fund, example water has "money for the capital fund", would it be used for wastewater. There is still some identity to the fact that it was surplus from the water fund?

Chris: At this point in time staff is not proposing we co-mingle (example water and wastewater funds). We've defined the three operating utilities, we charge for them separately, we allocate cost separately. At one point there was a reason why those three utilities were split out and we tracked the revenue and expenditures streams distinctly. If we were to do that we would create an accounting issue where we would have to determine how much of the water replacement fund contributed to wastewater projects and then have to do accounting entries to do that. It's my preference to maintain those reserves independently and utilize them only as they were generated.

Beekeeping

Mark: Let me frame the issue on this. We had some public conversation to form a subcommittee of stakeholders to have a conversation of what is beekeeping and what are the best facts; so you have something from a beekeeper association, a neighborhood that has bees, someone who has a health condition, have an insurance carrier relative to an interest in bees. You get these people together to talk about their respective positions and you have some formulated questions to best manage that conversation so it doesn't get into a destructive conversation. You collect this information and bring it back to the committee with our findings and this is what our findings suggest with this sort of fact pattern. In this conversation I don't know who would recite the facts about different positions and interests on beekeeping. I think where we are today is to say does the Council have a notion in terms of where they would like to go with beekeeping? And if there is a notion, it will maybe predict how much energy into this workshop, in terms of trying to find the fact pattern, of where we go with beekeeping. We've received information from Evanston, Naperville, and a variety of other places on this same issue.

Mayor Rogina: The alternative question on the table will be as follows: do you want to band beekeeping completely? Do you want to have it in a central location as was discussed at one the meetings? Do you want to limit it to property of certain size, or allow it anywhere? And in talking about property of a certain size, you could include property adjacent to a school building or district. Each of you can opined as to where you're personally at so staff can get if there's prevailing amongst the Council.

Ald. Krieger: They're necessary as they pollinate all our food, fruit and veggies. While I appreciate that there needs to be some restriction, I do not want to ban them entirely.

Ald. Lewis: I did a 180 on this. When it was first presented I was willing to go with the total ban and when that word got out there I received a lot of intelligent letters from Pam Otto and Grathoff on the Tree Commission, people in America in Bloom, neighbors, and it really turn my thinking between the difference of a bee and wasp. It's the wasps that are troublemakers and not necessarily the bees. I don't propose banning it, my preference would be to allow with some restrictions of yard size.

Ald. Lemke: I would almost echo. I don't want to ban but there needs to be some yard size restrictions and if you have five acres you can't put it next to the neighbor's yard; so some kind of restriction of a location within a yard of set size or maybe a common area.

Ald. Silkaitis: I can see where all these people are in favor of them, but if you live next to them you're not going to have that same opinion. That's the problem that Dan and I have in our ward where all this mess started. There are two very vocal people about this – one on each extreme end of this. Banning it wouldn't bother me but I could see restricting the lot size but what would that size be? That's a random number you pick. Our neighborhoods aren't one acre lots but 1/3 acre at most. So whatever number you come up with I could live with a lot restriction on them.

Ald. Payleitner: I would like to see it not ban but restricted. Bees don't sting unless they fly up your shirt and young children don't know no better. There are enough resources out there that we can borrow from other places that have done this.

Mayor Rogina: I'm in the middle but I believe per Rita's comment that to young children a bee hive could be an attractive nuisance where adults would understand and kids would not.

Ald. Stellato: This all started because we have a bad beekeeper. In Batavia their ordinance is two acres or more and I would be comfortable with just an acre. I'm okay with a central location or if the Park District wanted to put them in a couple of locations. I do have a problem in our ward that where there is no fence and puts it right up against the neighbors. Banning it not necessary, but central location and an acre or more – I'm okay.

Ald. Bancroft: I agree with the attractive nuisance mentality, there has to be some kind of lot restriction to manage irresponsible beekeepers.

Ald. Gaugel: I was stunned at the amount of people who came forward and said I have a beehive in my backyard and neighbors do not complain. I'm not in favor of banning but would be in favor of limited restrictions.

Ald. Turner: Central location and if you want to do it in a neighborhood, it's an acre lot.

Mayor Rogina: I believe staff has got some direction on what to do.

Request from St. Charles 708 Mental Health Board (MHB)

Chris: Two weeks ago Barb Gacic who is the chair of the 708 Mental Health Board sent me an email that they had a meeting on September 28 and the MHB had formerly passed a request for the City of St. Charles to amend the amount of the mental health levy on the tax bill from 4 cents per hundred dollars of equalized assessed valuation to \$0.425 per hundred dollars of EAV for fiscal year 2018/19. My understanding is they are asking for that on a permanent basis. When I looked at this proposal and started to break it down there are three questions the Council needs to answer on where would we be looking for direction as the staff.

- 1) Would you like to increase the amount of funding that we allocate to mental health via the 708 Mental Health Board?
- 2) If that answer is yes, would you like that to come from the tax levy or come from some other general revenue source?
- 3) If the answer to that second question that you would like it to come from the tax levy, then the question becomes would you like that increase to remain as part of the \$12,055,000 operating levy that we have on an annual basis or would you like to increase that \$12,055,000 operating levy?

Those are the three questions I have when I take a look at this request and break it down and that's what we are seeking direction on. There are a couple of other things to keep in mind when you consider this request.

Right now our operation levy is frozen at \$12M. The 4 cents takes up a certain percentage of that on an annual basis. If we keep that operating levy at that same \$12M level, that 4 cents becomes a bigger and bigger proportion of that particular \$12M as the EAV increases. The amount of money that is allocation to the MHB is 4 cents X EAV; so as the EAV increases so does the amount of the funding allocation to the levy. A chart is being passed around that reflects and shows the concept I just talked about. (Reference the MHB Levy Revenue, Fiscal Years 2007 – 2017.) The EAV was high pre-recession and then EAV dips in the recession and so does the amount of dollars we allocate to MHB. Then we're projecting it will start to recover and you'll see the money that flows to the MHB will actually increase as a function of the higher EAV.

Mayor Rogina: The questions proposed are do you want to increase the rate, would you like it to come from some other source therefore agree the increase be \$12M+ as far as the levy is concerned?

I'm not in favor of increasing the rate simply because I'm all for mental health and would like them to have money but having said that we face crises in Springfield as to money coming back to us; for us to be increasing the rate somehow that conflicts with the fact that we're looking everywhere we can to make sure we guard what we have and not have it cut. Is that a signal to the other non-for-profits that we're going to give Mental Health an increase and they'll be saying "brother/sister can you spare me a dime too." On a one-year basis could you say we could theoretically take it out of reserves to give them or say no that the state is keeping us in the dark as far as revenues are concerned; we're in no position to do this.

Ald. Silkaitis: In representing the board, this conversation came up and initially they wanted a higher percent increase and I had to talk them down. It may be tough to get a tax increase, even though the economy is getting better. I was non-committal and abstained from the vote on this. There is a need and we only get so much money and are getting more requests from other organizations now; but on the other hand we set a precedence and everyone will want more money. I wouldn't want to do it on a one-time basis because it will be hard to figure out how to project down the road. It's up to this group if you want to do this.

Ald. Stellato: Is the total funding at \$535K now? That's how much we give out of pocket.

Ald. Silkiaits: That's how much we had to give away this year.

Ald. Stellato: How much more are they trying to get in a dollar amount not a percentage.

Ald. Silkaitis: \$35K, it's a small increase but still an increase.

Ald. Stellato: I'm not in favor of a tax increase, however, you're looking for the amount of money to come in FY2018/19; when does the lease expire for CVB that we'll have that money available?

Mark: January 2019.

Ald. Stellato: So if we could pull \$35K from there and that would frame up and we have a little bit of room, I'm in favor of that. My point is not to raise the rate, pay it from somewhere else, be creative about it. If we got the money we're saving on that lease anyways.

Ald. Payleitner: My concern is that these are not exclusive St. Charles organizations. They serve other city communities and what is their buy-in on this? Who else has a 708 Mental Health Board that are contributing at the same rate that we are?

Ald. Silkaitis: Not many. There are some 708 boards.

Tina: To Ron's statement Geneva's MHB may have only \$10K and so if 22 agencies come before them, they just divide that \$10K among that number and that's it. St. Charles is very generous with our money because of the tax levy and they are very appreciative of it.

Ald. Payleitner: I know when they present they list what proportion of St. Charles residents that they served.

Tina: In their applications over that last year our MHB has put together a really concise application that we're asking for all additional funding that is coming in on the income statements and they have to put down the percentage or number of people and hours they serve to just St. Charles' residents within the boundaries of the City of St. Charles. And we cross over that threshold when schools come to make sure they are using our dollars for only 60174 and not for any 60175 students. So they are really adamant in keeping this money inside of St. Charles city boundaries.

Ald. Silkaitis: Our MHB wants to make sure the dollars go to St. Charles residents.

Ald. Payleitner: That's good but at the same time for those residents they support in South Elgin, what is South Elgin kicking in. I don't want us to be the go to charity for all the cities around us because they don't have a 708 Board.

Ald. Silkaitis: We make sure the money is spent in St. Charles corporate. I think there is a need and we are a small group giving money to all these agencies. We've heard all about the state's cutbacks but is it our job to make up the state deficit? It puts more of a need for funding. It's a catch 22. I can go either way with a tax increase but I defer to the group here.

Ald. Lemke: Sounds like they're doing this because state funding continues to be an issue and that bothers me. I would be against the increase.

Ald. Lewis: I served on this board for 12 years. There were good ole days that we had more money than they asked for and we would give out large bonuses to some organizations. As the EAV dropped, so did our funding and they would say our funding is getting cut. No there was no funding cut, you're still getting all the money we take in. I'm not in favor of increasing this. This was already on the county ballot two years and got hugely defeated. This year they took \$30K and hired a social worker. Now we're thinking about paying for an employee for the City? We are just a small part of their funding and maybe they need to start asking other organizations for funding and not our tax dollars. There will always be more need and we give them everything we get and if they need more they should look into the private organizations.

Ald. Krieger: I understand the need but at the same time we're not receiving the funding we used to receive from the state. If we do an additional amount for one group others will be lining up at the door with their hands out. It has to be all or none.

Ald. Turner: I was here when the dollar amount was in the \$800K but it wasn't our fault that the dollar figure is down to \$600K. It went up 3% last year and will go up again this year. It will be a slow crawl and I am not in favor of increasing the rate. They have to accept the EAV as it is.

Ald. Gaugel: It's very worthwhile but I would not be in favor unless we would give to everyone. I'm not in favor of increasing our rates.

Ald. Lewis: Looking at the percentages we get from our video gaming licenses do we want to give some of those dollars to mental health, I would support that.

Ald. Bancroft: I wouldn't increase the tax.

Ald. Silkaitis: Is this proposal going to come before a committee or is someone going to tell Barb we are not in favor of it and leave it at that.

Mark: This was sent to Chris so we can just send back a response.

Ald. Silkaitis: For mental health handouts we gave \$15K to the Police Department for a part-time social worker, which is a great idea. I don't feel that the Mental Health Board should be paying to move money to another department in the city. I would like to see if we could find the funding somewhere else internally either the General Fund for the \$15K for that position. I just don't want it to come from the Mental Health Board.

Mayor Rogina: Do you feel that money is being spent going towards mental health issues?

Ald. Silkaitis: It is, I just don't like the way the money is traveling.

Chief Keegan: We did meet with Atty. McGuirk and Barb Gacic and several stakeholders of the MHB and I'm trying to do this incrementally where I'm building towards a full time social worker and the monthly reports have justified that. That being said Mr. Silkaitis and I have had

several conversations and I would be happy to look at an alternative funding source. I was trying to be mindful of city dollars whether it's video gaming or any kind of general fund budget. We can look at it different ways.

Mark: Chris and I got some Illinois Municipal League (IML) information last week that the City seemed to be short in a state income tax refund from the State of Illinois. Some other municipalities have noticed that as well. Chris looked at it and said yes we're short about half a million dollars. The message here is that it seems odd that income in the state is gone particularly in this area.

Chris: Income tax is not specific to St. Charles. The state takes in all the state income tax distributions and parcels it out to the various uses that are called out in State code. One use is they distribute a portion back to municipalities but it doesn't matter where the income tax is generated, it's distributed based on population and everybody's income tax seems to be suffering. The IML has been talking with the Department of Revenue and trying to figure out why income tax, and in our case through the first six months of the year, our receipts are down 30% and it seems very odd that given the economic conditions and climate of what seems to be going on out there that statewide income tax is down 30%. Something seems systemically wrong and IML is trying to get to the bottom of this. We'll keep you updated as we find out more.

Motion by Ald. Turner, second by Payleitner to adjourn the meeting at 3:45 p.m.

Voice Vote: Ayes: Unanimous; Nays: None. **Motion Carried.**

City of St Charles
City Council Retreat, Fall, 2016
TIF Analysis Worksheet
1-Nov-16

	Hotel Baker TIF #1	Moline Foundry TIF #2	St Charles Mail TIF #3	First Street TIF #4	St Charles Kitchen TIF #5	Lexington Club TIF #6	Central Downtown TIF #7
Date Created	January, 1997	July, 1998	June, 2000	March, 2002	May, 2003	January, 2013	February, 2015
Levy Year TIF Expires	2018	2019	2023	2024	2026	2036	2037
Payable in Calendar Year	2019	2020	2024	2025	2027	2037	2038
Fiscal Year TIF Expires	2020	2021	2025	2026	2028	2038	2039
Bonded Debt Outstanding April 30, 2016	\$ 410,000	\$ 635,000	\$ 1,305,000	\$ 25,155,000	\$ 2,195,000	\$ -	See TIF 4
Final Debt Maturity	12/1/2016	12/1/2017	12/1/2022	12/1/2038	12/1/2023	N/A	See TIF 4
Revenues FY 16	\$ 277,700	\$ 523,023	\$ 123,661	\$ 586,433	\$ 194,881	\$ 4,125	\$ -
Expenditures FY16	\$ 393,975	\$ 341,775	\$ 218,250	\$ 1,083,173	\$ 322,925	\$ -	\$ -
Surplus (Deficit) FY 16	\$ (116,275)	\$ 181,248	\$ (94,589)	\$ (496,740)	\$ (128,044)	\$ 4,125	\$ -
Advances from General Fund as of April 30, 2016	\$ 314,650	\$ 617,465	\$ 1,030,742	\$ 1,659,231	\$ 1,451,818	\$ -	\$ 1,363,441
Forecast Results FYE 4-30-17							
Revenues	\$ 265,550	\$ 524,400	\$ 123,650	\$ 484,989	\$ 190,510	\$ 8,971	\$ 129,710
"Ported" Transfers from other TIF	\$ -	\$ -	\$ -	\$ 129,710	\$ -	\$ -	\$ -
Expenditures	\$ 415,125	\$ 336,325	\$ 222,050	\$ 1,107,700	\$ 320,875	\$ -	\$ -
"Ported" Transfers to Other TIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 129,710
Surplus (Deficit)	\$ (149,575)	\$ 188,075	\$ (98,400)	\$ (493,001)	\$ (130,365)	\$ 8,971	\$ -
Amount owed to General Fund April 30, 2017	\$ 464,225	\$ 249,390	\$ 1,129,191	\$ 2,152,232	\$ 1,582,183	\$ -	\$ 1,513,441

**City of St Charles
Reserve Analysis
Utility Funds
October, 2016**

Proposed Policy:

Maintain available fund balance (working capital) of at least 25% of operating expenditures for the General Corporate Fund and net working capital of at least 25% for the enterprise funds. Net working capital shall exclude any restricted current assets prohibited from being expended upon operations.

Operating Reserve Requirement	25.00%	25.00%	25.00%
-------------------------------	--------	--------	--------

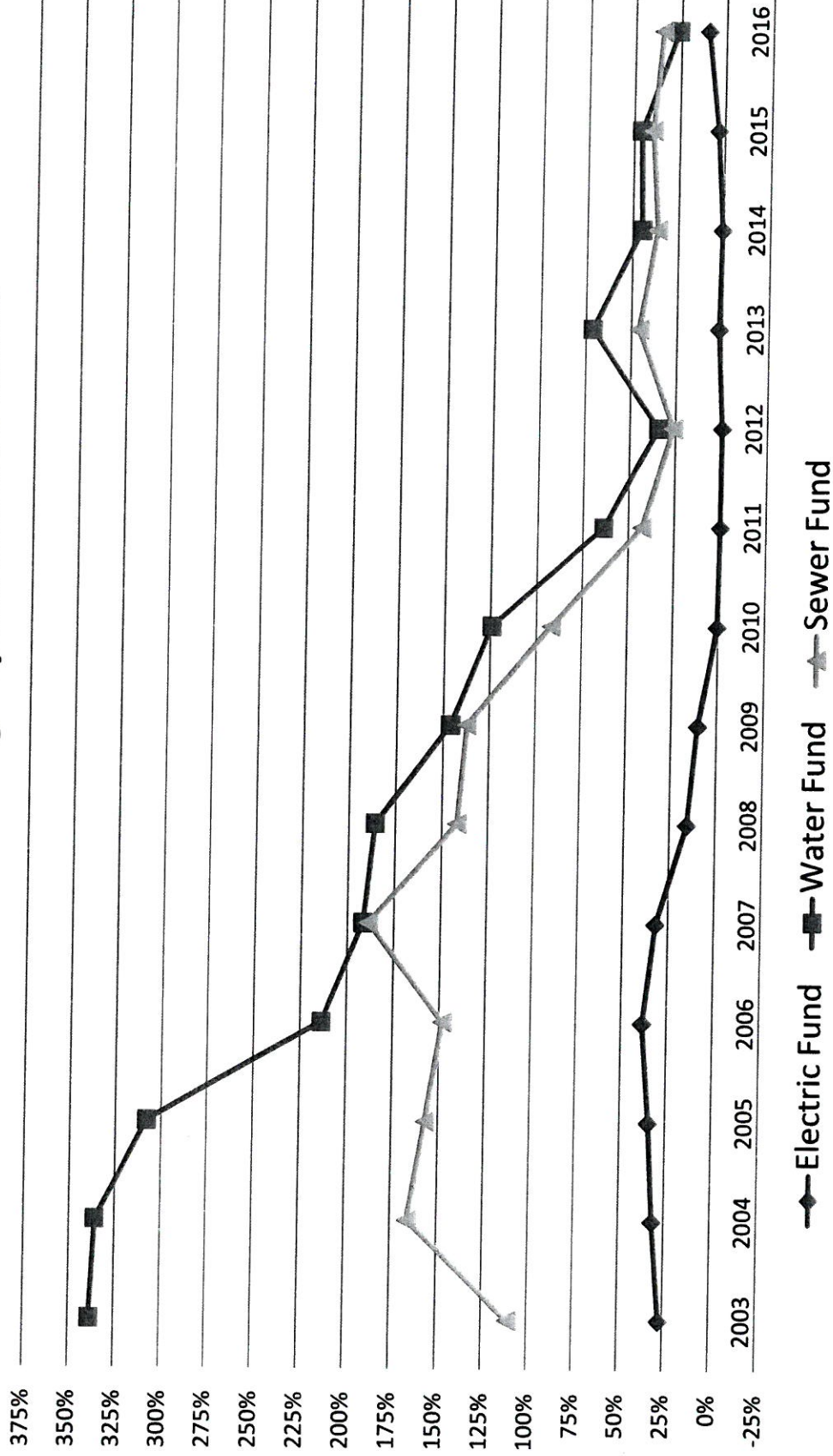
Analysis as of April 30, 2016:

	<u>Electric</u>	<u>Water</u>	<u>Wastewater</u>
Current Assets	\$ 11,613,664	7,331,463	5,099,243
Less: Restricted Cash	726,746	1,618,487	169,753
Net Current Assets	10,886,918	5,712,976	4,929,490
Current Liabilities	5,642,160	4,369,307	2,203,615
 Net Working Capital	 5,244,758	 1,343,669	 2,725,875
Operating Expenses	54,050,202	5,151,413	7,839,245
 Reserve Necessary	 13,512,551	 1,287,853	 1,959,811
Reserve Amount Available	5,244,758	1,343,669	2,725,875
 Surplus/(Deficiency)	 (8,267,793)	 55,816	 766,064

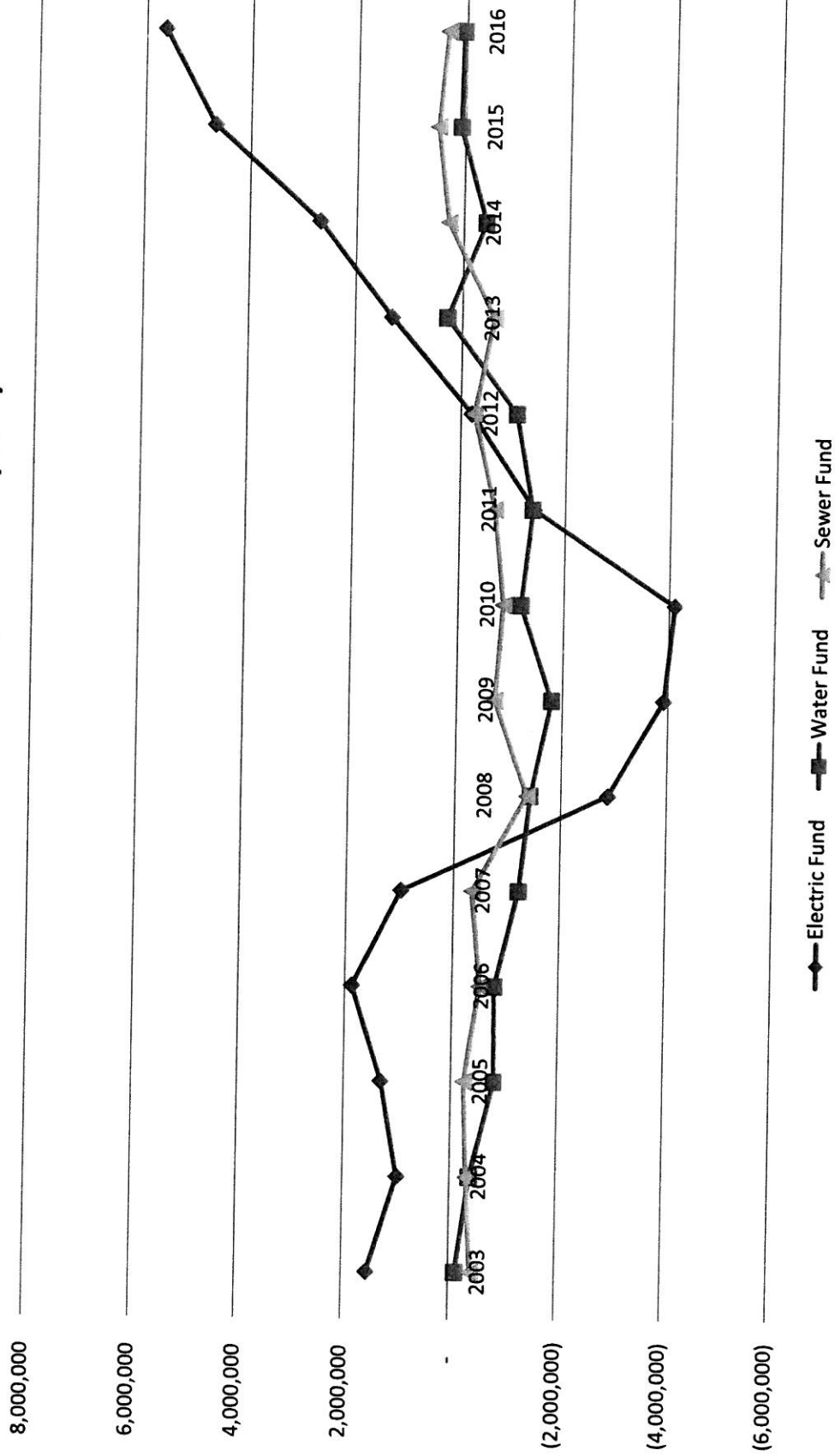
UTILITY FUND SURVEY 2016

<u>MUNICIPALITY</u>	<u>Policy</u>
ARLINGTON HEIGHTS	Maintain a fund balance of 25%
AURORA	No formal policy for Water and Sewer; but as maintain \$2 million in fund as practice
BATAVIA	25% of Operating Expenses
BUFFALO GROVE	No Fund balance/reserve policy
ELGIN	Maintain min Fund cash reserve balance of 25%
GENEVA	25% of Current Expenditures in Cash
GLEN ELLYN	Maintain \$2,095,600 as a cash reserve - increases by lesser of CPI or 3% annually
NAPERVILLE	Water/Wastewater funds to be maintained at 25% of Operating Exps excluding Capital and Debt Service
NORTH AURORA	25% of operating and typical capital outlay
PALATINE	25-33% of Operating Expenses
PLAINFIELD	25% of total Water and Sewer Fund annual Expendtrs
SCHAUMBURG	10% of following yr's budgeted operating and nonoperating expenses Also to include a prorated portion of next year's debt service payments.
WHEATON	30% of annual operating expenditures + capital reserve of 2.5% of replacement cost of water system

Utilities' Net Working Capital Reserve Ratios



Utility Funds' Operating Income (Loss)



**MINUTES FROM THE PUBLIC HEARING OF THE ST. CHARLES CITY COUNCIL
HELD ON MONDAY, APRIL 17, 2017
CITY COUNCIL CHAMBERS, IN THE CITY COUNCIL CHAMBERS
2 E. MAIN STREET ST. CHARLES, IL 60174**

1. Call to Order by Mayor Raymond Rogina 6:45 P.M.

2. Roll Call.

Present: Silkaitis, Payleitner, Turner
Bancroft, Krieger, Gaugel, Bessner, Lewis

Absent: Stellato, Lemke

3. Presentation.

By and between the City of St. Charles, Prairie Winds, LLC, a Delaware Limited Liability Company, contract purchaser, and Todd L. Dempsey Declaration of Trust, record owner, related to the 20.49-acre site generally located on the north side of Bricher Road, west of the Lowe's property in St. Charles, Kane County, Illinois.

Rita Tungare

At the April 10 Planning and development committee meeting, the committee recommended approval of the project and directed staff to conduct a public hearing for an amendment for the Bricher Commons Annexation agreement. Prairie Winds LLC has requested approval of rezoning from a BR Zoning district to RM3 which is a residential zoning district and a special use PUD for Prairie Winds of St. Charles which is a 150 unit, multi residential development. This development will be situated on a 20.49-acre site within the existing Bricher Commons PUD. This property is subject to the provisions of the Bricher Commons Annexation Agreement which needs to be amended in order to permit this development. The Bricher commons Annexation agreement will be amended to create a separate agreement specific to the Prairie Winds Property. The remainder of the Bricher Commons property will be subject to the existing annexation agreement which expires in 2019. The proposed annexation agreement has been reviewed and approved by the applicant and the City Attorney. The PUD ordinance attached to the annexation agreement as an exhibit is incomplete. There are some unresolved items which have been highlighted in yellow and these items will also appear on the Council agenda as well. There is an ordinance authorizing the signing of the agreement which is also listed on the City Council tonight for your consideration. With that, I would be happy to take any questions.

Jeff Ratzer, 40W210 Big Rock, Illinois

I wanted to share with you that since last Monday's meeting, we made a couple of tweaks to the site plan. Maureen Lewis and I did not see eye to eye on something. She was pointing to one area and I was pointing to another. She was right, I was wrong. On the northwest portion of the property by the two buildings, adjacent to the open green space, we added two sidewalks. The other thing which we did see eye to eye to on and disagreed, was the pedestrian walkway between our property and Meijer and Lowes. After talking internally, the chairman of our

property thought Maureen was right and I was wrong. So the new site has shown a pedestrian walk going through the northeast side of the property to walk to Meijer and Lowes.

Steve Rayman, Big Rock, Illinois

Good Evening Mr. Mayor. You have a very formidable chamber. It was your idea Maureen the sidewalk to Meijer. I am all for it. The reason I am here today is to thank you for the attention you have paid us on this manner. And I appreciate it, however it goes, you have done a fine job, very professional. When I first looked at the property, we were very excited about it. We wanted to know what the impact fees were going to be. That was our first question on the development of this nature. We know the price of the land is, we don't know what the assessments, impact fees. We budgeted about \$2.5 million. Your chamber helped us a great deal on one impact fee, the affordable housing amount. Thank you. The last remaining big issue is the assessment for the park district. I was taken aback by the amount that was calculated. I thought I should come and voice my concern over two things. Does anyone really appreciate the fact that this is like a sales tax of over 30% on top of the price I am paying for the property? That's a lot of money. And if it went to the poor, needy, hospital, research, maybe I could understand some of it. But a million two is a lot of park benches. I am here to suggest that you might want to look at the overall assessment concept and make it more palatable for a purchaser to take into consideration the impact fees. It would be better to charge for hospital and school and infrastructure, it may go down better than the park district. Having said that, we looked at the ordinance and I have had our law firm review it. I have a summary here that I won't bother you with the details of it, but the bottom line is the fair market value is the determining factor in assessing how much money one should pay for this particular fee. It seems that the fair market value has been predetermined notwithstanding the fair market value. And so even if you took the purchase price and calculated it, it would be less than what is being assessed to us now by a couple three hundred thousand dollars. So, we engaged in appraisal and it was submitted to the appropriate people. And the appraisal came out where the fair market value is more than half of the assessed value that is being proposed. From what I understand is that this value was established almost ten years ago. We all know what happened nine years ago with real estate values and in some cases, have not come back totally. So, fair market value is a good idea but it should be fair. We should look at comparable values, comparable sales and determine what individual land is worth today. And in doing so, we have a proposal of \$600,000/\$550,000 based on our understanding. However, when I gave the whole thing to the Council, he came up with a value of (just given to me today) \$368,000. I am going to discard that because I suggested \$600,000 as a fee that I would be happy to pay. I still stand by that. What I am asking the Council to do, because of our business and the weather, if we don't get in the ground shortly, we are not going to get very far this year. I have already commissioned the architects and engineers, many \$100,000s of professional dollars invested in this, and we want to get started so we can make a good showing and have housing available this year. But if it drags along to much, it pushes us down the road. We are anxious to get started today. I will abide by any decision the Council makes with regards to the park district issue. I suggest that you turn me loose and let me go to work. You can fill in the blanks in two weeks or so, to help resolve the issue with the park district. But I would like to know we have a

deal so I can finish plans and get ready to start for the construction, but for the amount I pay the park district. And when you determine what that amount should be, I will abide by it. Thank you.

Holly Cabel, 924 S. Third Street, St. Charles.

I have prepared a statement for you on behalf of St. Charles Board of Park Commissioners and the park district. It was about a week ago the park district was made aware of, via the St. Charles City website, that Prairie Winds LLC had formally submitted an objection to the per acre land value set in the City code, along with an appraisal for unimproved land. Also listed was the City's response to the applicant requiring an appraisal be submitted that met the conditions of the ordinance. Specifically, an appraisal that included improved land. This information was part of the packet in the planning and development meeting on April 10. Based on developer's assurance that they provide this update as requested I understand that planning and development approved that 4-2 and that's why it is moved forward tonight. As stated in the City ordinance, that while the fair market value of land shall be decided upon by the City Council other information may be submitted by the park district. The request by the park district is to do exactly that, to submit additional information for the Council's consideration. The district would like to provide input in this process as it significantly impacts the open space and recreational opportunities for this project. The park district is requesting to adequately respond to an approved appraisal. It is my understanding at this time that there has not been an appraisal received that has met these conditions as stipulated by the City. Please note that the park district is not against this development. But we do have an issue with not having adequate involvement in the process. The park district would like to ask that the City Council not take any action on the fair market value used in the park contribution calculation before an approved appraisal is submitted and an additional appraisal is secured by the park district and there is appropriate time to review and provide comment. A secondary concern of the proposed development is the Prairie Winds LLC's request for private amenities receiving credit toward the land cash ordinance. As the City code states that a portion of the public park site requirements may be provided in the form of private recreation. The extent shall be determined by the City Council and based upon the needs of the projected residents and available park land within the development. As a park district, we understand the recreational needs of our community. We serve them every day. Well planned and appropriate sized amenities contribute to resident favorability and should be considered when developing a park or placing value on park land. Allowing a residential developer opportunity to design and receive park space simply designated on a site plan, does not lawfully consider or meet the recreational needs of the future of these residents. It is the park board of commissioners' recommendation that the square footage of the private amenities proposed of Prairie Winds LLC not be counted towards the 5.28 acres of cash in lieu calculated on the park land worksheet. Furthermore, it is requested that the acceptance of the second appraisal for improved land by the City Council for the purpose of decreasing the land value dollar amount be delayed until the park district has the opportunity to have an accurate review of the proposed appraisal and provide an appraisal of our own for discussion purposes. That is our request.

Kathy Hewell, 519 Wing Lane, St. Charles

I am a 30-year resident of St. Charles. I also have been on the school board for 15 years and am currently serving as board president. I am certain I am speaking for the rest of the board members, although not many of them know that this is up for consideration. I know that at this point you have been talking about the park district numbers, but I think this has the potential to affect our school district also. If the land value is changed, our numbers would go down. I do apologize for not as being prepared as expected. We just learned about this. Dr. Schlomann told me at 6:48 on Friday night with the first email. I responded, and then we talked this afternoon. We felt that the school district should speak up. From that perspective, I haven't had much time to prepare but how things affect the school district are pretty clear. We are concerned that if the equation be changed, other communities will ask if their equations could be changed also. We are also concerned that future developments will all want this detail. We all know that the community is looking at hundreds and hundreds of apartments and each are trying to get their own best deal. We are concerned about that. There are thousands of current residents who have homes and have moved here, bought homes, and those homes were part of the land cash ordinance at that time. They all have done it. The people who are here in not fairly newer homes have already paid that money so it seems to me to be unfair to be dropping that requirement for people who are just moving in. They will continue to demand services like everyone else and changing the rules seems like there should be a fairer way to go about it. I think that Miss Cabel referred to some things that I have seen very quickly here, that the numbers don't seem to be apples to apples. It's what I have heard. We have consideration on land cash ordinance on raw versus improved land. Dr. Scholmann tried to explain to me quickly that you have to know what you are talking about. It is the improved land is the key as far as assessing the fees. In your packet, there is a letter from the Hoschiete and McGuirk firm that does talk about this. From that perspective, I would really like you to take the time to ensure we are making the right decision. I would also like to point out that our bodies all work together. And monthly there is an intergovernmental meeting and Mayor Rogina and Miss Payleitner attend as do I. We just had one of those meetings Thursday morning at 7:30 in the morning and nobody said anything about this and then to get an email on Friday night seems like a very rushed proposal to put forward. The school district is asking to take some time to make sure we are all our speaking for our own bodies and communities and do what is best for St. Charles.

Mayor Rogina

Just as a point of order, I did mention it at our meeting on Thursday, the passage of this particular item at committee and indicated there were outstanding issues by the park district at that time. I did mention it.

Mrs. Hewell

It was kind of vague, and now we are talking specifics. Yes we know that the project was out there, but we didn't know. And it has the potential to affect our school district if you change the value. Please consider that in your deliberations.

Steve Rayman, Big Rock, Illinois

There was one point I should make it has to do with the change in our society. It is a nationwide observation. The population is changing. The millennials don't want to get married, buy a house

or have a mortgage. And they want to live downtown. There are some that almost want to live downtown, but don't want to raise their kids downtown and they come to the suburbs. And if you drive to around St. Charles there is not much to rent. They don't want to own, they will pay the rent. They don't want the commitment. To provide quality rental property, this is as nice as any condo in town. It's going to be country club facilities with indoor pool, health club, outdoor pool, barbeque areas, playgrounds, dog runs, this is all on the plan. This is what the millennial future is looking for. You can continue to reject the concept of rental properties, but the demand is going to dictate to you that you have these facilities or your town is not going to have a full opportunity for all the new people that want these things. They will be stuck renting a house or a condo, they are not going to buy. I think that this is a phenomenon that is going on all over the country. You are close enough to Chicago to know what is going on there. I think as a prosperous town that you are, you should look at this concept and the demand is coming is here and you don't have the product for it. And I am offering it.

Jeff Ratzer, 40W210 Big Rock, Illinois

I wanted to say as far as the school district goes, I know that the fair market value goes hand in hand, but we have never asked for a credit from them. Their calculations are a lot less and more palatable. But we have not asked for a school credit. Their calculation is \$487,000 and we have not asked for any concession there and still are not asking for a concession. In a different approach than Miss Cabel, the park district knew that we were challenging the fair market value in December. I don't know where the April 10 date came from other than the fact that we submitted the formal. We had meetings with them and we talked. As far as that .93 acres that we are looking for as recreational facilities on our property, I was asked by the park district to go to schematics as to what I was going to do. This is the playground, park, actual amenities, the \$20,000 jungle gym. I was asked to design for another \$3,500, a dog park. This has two doggie water fountains, trash bags, ramps so the dogs can get their exercise, as well as park bench. The reason I bring this up is I find it insulting that we, who own over 6,000 apartments with over 10,000 residents don't know how to supply recreational amenities, which is what they are saying.

Mayor Rogina

I will ask Council to reserve their comments to when we get to the agenda, if that is acceptable to you. As far as Council is concerned that time is appropriate. Rita, anything else?

Rita Tungare

I would offer as a point of clarification, how the per acre land value affects the school and the park districts. The per acre land value is data driven number. It is based on data which is the fair market value of improved property in the City of St. Charles. So, if there is any change to that number, it would impact both the school and park district. I will defer to the City Attorney to clarify that.

John McGuirk, City Attorney

We set a value, per acre, for improved value in the City of St. Charles. That is in our ordinance. That is an established amount. What we are talking about here today is how can that be changed. One process is an objection by the developer. Whatever that number ends up to be is plugged

into both calculations, park district and school district, is run off of that number. There is certain amount of land described for the park district and school district. And in this instance, the school district comes out less. That is not always the case. It just depends on the population. When the developer says, he is satisfied with the school district, well that is not how our ordinance works. Our ordinance sets the value and the value is calculated per the other terms of the ordinance. Once we put the value in there, the school district will be whatever the calculation is, not what was in the application because now that has changed.

Mayor Rogina

Thank you. I have comments but I will defer to that part of the City Council meeting when action items will be discussed.

4. Adjournment.

Motion by Bessner, seconded by Turner, to adjourn meeting

VOICE VOTE UNANIMOUS MOTION CARRIED

Meeting adjourned at 7:45 P.M.

Nancy Garrison, City Clerk

CERTIFIED TO BE A TRUE COPY OF ORIGINAL

Nancy Garrison, City Clerk

**MINUTES FROM THE MEETING OF THE ST. CHARLES CITY COUNCIL
HELD ON MONDAY, APRIL 17, 2017 – 7:00 P.M.
CITY COUNCIL CHAMBERS, IN THE CITY COUNCIL CHAMBERS
2 E. MAIN STREET ST. CHARLES, IL 60174**

1. Call To Order By Mayor Raymond Rogina at 7:17 P.M.

2. Roll Call.

Present: Stellato, Silkaitis, Payleitner, Lemke, Turner,
Bancroft, Krieger, Gaugel, Bessner, Lewis

Absent: None

3. Invocation by Alder. Paylietner

4. Pledge of Allegiance.

5. Presentations

- Presentation by Jenna Sawicki, Executive Director of the Downtown St. Charles Partnership of the St. Patrick's Day Parade Winners:

Best of Show
Marquee Youth Stage

Children's Showcase
Wildrose Elementary School Girl Scout Troop
Tri-City Chargers Football & Cheer Association
Beth Fowler School of Dance

Non-Profit Showcase
St. Charles Public Library
Fox Valley Model A Restorers Club
Cyclones Amateur Hockey Association

Business Showcase
McNally's Irish Pub
Apex Companies
Pheasant Run

- Presentation of a Proclamation declaring April 24th through 28th, 2017 as Distracted Driving Awareness Week in the City of St. Charles.
- Presentation of a Proclamation to declare April 28, 2017 as Arbor Day in the City of St. Charles.
- Presentation of a Proclamation declaring April 21, 2017 as Bring Your Student to Work Day in the City of St. Charles.

6. Motion by Krieger, seconded by Gaugel to approve the Omnibus Vote.

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

NAY: 0 ABSENT: 0

MOTION CARRIED

- *7. Motion by Krieger, seconded by Gaugel to accept and place on file minutes of the regular City Council meeting held April 03, 2017.**

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,
Bancroft, Krieger, Gaugel, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)

- *8. Motion by Krieger, seconded by Gaugel to accept and place on file minutes of the Public Hearing meeting held April 3, 2017.**

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,
Bancroft, Krieger, Gaugel, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)

- 9. Motion by Payleitner, seconded by Stellato to postpone approval of the minutes of the City Council Fall Retreat meeting held on November 12, 2016 until May 1, 2017.**

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,
Bancroft, Krieger, Gaugel, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED

- *10. Motion by Krieger, seconded by Gaugel to approve and authorize issuance of vouchers from the Expenditure Approval List for the period of 03/27/2017 – 04/09/2017 the amount of \$1,350,472.49.**

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,
Bancroft, Krieger, Gaugel, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)

- *11. Motion by Krieger, seconded by Gaugel to accept and place on file the Treasurer's Report for periods ending January 31, 2017, and February 28, 2017.**

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,
Bancroft, Krieger, Gaugel, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)

I. New Business

None

II. Committee Reports

A. Government Operations

- *1.** Motion by Krieger, seconded by Gaugel to approve a **Resolution 2017-40** Requesting the Closure of Routes 64 and 31 for the Memorial Day Parade.

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

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- *2. Motion by Krieger, seconded by Gaugel to approve a **Resolution 2017-41** Authorizing the Mayor and City Clerk of the City of St. Charles to Authorize the Mayor to Execute the Ride in Kane Service Agreement and Approve Fiscal Commitment to the Ride in Kane Program for FY2017/18.

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

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- *3. Motion by Krieger, seconded by Gaugel to approve an **Ordinance 2017-M-6** Authorizing the Sale of Items of Personal Property Owned by the City of St. Charles (Scrap Transformer and Switchgear).

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

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- *4. Motion by Krieger, seconded by Gaugel to waive the bid procedure and approve a **Resolution 2017-42** Authorizing the Mayor and City Clerk of the City of St. Charles for FY2017/18 of Ordering Gasoline and Diesel Fuel (Bio-Diesel) on an As Needed Basis.

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

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- *5. Motion by Krieger, seconded by Gaugel to waive the bid procedure and approve a **Resolution 2017-43** Authorizing the Mayor and the City Clerk of the City of St. Charles to Allow "Spot Buying" of Cable and Transformers on an As-Needed Basis for FY 2017/18.

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

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- *6. Motion by Krieger, seconded by Gaugel to waive the bid procedure and approve a **Resolution 2017-44** Authorizing the Mayor and the City Clerk of the City of St. Charles to Accept the Blanket Switchgear Quote from Federal Pacific for Stock Switchgear for Fiscal Year 2017/18.

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

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- *7. Motion by Krieger, seconded by Gaugel to accept and place on file minutes of the April 3, 2017 Government Operations Committee meeting.

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

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

B. Government Services

None

C. Planning and Development

- *1. Motion by Krieger, seconded by Gaugel to accept and place on file Plan Commission Resolution No. 5-2017 A Resolution Recommending Approval of a Map Amendment for Prairie Winds of St. Charles (Prairie Winds, LLC).
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,
Bancroft, Krieger, Gaugel, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)
- *2. Motion by Krieger, seconded by Gaugel to accept and place on file Plan Commission Resolution No. 6-2017 A Resolution Recommending Approval of Special Use for Planned Unit Development and PUD Preliminary Plan for Prairie Winds of St. Charles (Prairie Winds, LLC).
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,
Bancroft, Krieger, Gaugel, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)
3. Motion by Krieger, seconded by Silkaites to postpone approval of **Resolution** Authorizing the Mayor and City Council to Enter into a Certain Annexation Agreement (Bricher Commons PUD – Fourth Amendment – Prairie Winds of St. Charles) to May 1, 2017 under old business.
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,
Bancroft, Krieger, Gaugel, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED

Alder. Stellato recused himself from the discussion.

Mayor Rogina

To the developer, the City Council and Plan Commission have given you a lot of positive feedback and support of this project. Everyone here, the school district, park district and City, view us as partners together in this whole thing. I was glad that the park district and school district opined on this project tonight. I think that, in my opinion, I personally think we can come to an agreement. To the developer, I think we need a couple more weeks to try to tie the loose ends together. Your point about starting on a contingency basis, I am not sure that is appropriate. I think the City would feel more confident with all the rules in place. We are still reviewing the data that has been submitted. I have been on the Council for two and Mayor for four, this project has moved quickly. Quicker than most. So, I don't think there is any hesitancy. These are my comments and respectfully ask the Council to defer those items to May 1.

Alder. Krieger

I agree with your assessment. This has moved very rapidly and I just simply can't support something that I don't have all the numbers on. So move to postpone until May 1.

Mayor Rogina

We have a motion to postpone items 3 and 4, do we have a second?

Alder. Silkaitis

Second

Mayor Rogina

Keep in mind that this could be defeated, and a motion put on the table. Keep in mind that if there is a motion on the table with blanks, you have to fill in the blanks in the proposal. You would have to fill them in.

Alder. Bancroft

I think it is important to talk about a few things. First, I think on the governmental side of this, whether it is the City, School Board, Park Board the administration of this ordinance has not gone smoothly. From my perspective. There are two components of the ordinance. The first is the land cash value and the second is the contribution of the amenities. The land cash value section is very clear. It's based on fair market value and provides a right on the part of the developer to question that fair market value. It is important, critical, that those rights are protected under this ordinance. And we should proceed down the road of the way it's drafted to come to a resolution. And the resolution is done by the Council. It is very clear that input from the school board and park board is welcome. I think that is why the two weeks is important to make sure that we follow that process. But it is based on the fair market value. That number that is in there is representative of a decision whenever it was made in 2008. I think that this is an interesting process. The second thing I want to bring up is, I read the park board's letter and I read their determination regarding the amenities. No criteria, no analysis, no definition of what would have been sufficient versus what isn't sufficient. So in administering those two ordinances, I don't find that particularly helpful. That is also that same body's decision up here. It would be greatly helpful if to me if we were not just talking about a dollar amount to plug into our ordinance for fair market value, but also if you didn't find it sufficient why, and what would you find sufficient. I think that message needs to be sent to the park board, to make it clear. There is no stigma to the fact that the developer brought all of this to our attention. Because they were just following the ordinances that are adopted by this body. To hear input that we are concerned about the fees and we are concerned about the greater good, I agree with all of that. And I want the input of the park board and the school board on this, but at the end of the day, we have to administer an ordinance. And that ordinance has to have fair market value as the basis for that land contribution. It doesn't go any further than that and eventually we are going to have make that determination here. I am glad we are going to have the two weeks for everybody's input.

Mayor Rogina

To your point that fair market value, if someone feels that number is off base, they should provide to us proper and legitimate appraisal on improved property as determined by Council.

John McGuirk, City Attorney

Last time we were here we objected to the appraisal at that point because clearly it was on raw land. What we have received since then, is a different supplemental appraisal. Unfortunately, it was 68 properties, only 5 of which seemed to have met our criteria of improved property. The rest were outside the City limits even though the letter says they are within the City limits. So, I think we need a solid appraisal that gives up the right valuation of improved property. That is really what we need. Either that comes from the developer or someone else, but that's what the Council needs.

Alder. Bancroft

It is required in the ordinance. I just want to make sure we fairly administer the ordinance that is on the books.

Alder. Krieger

I agree with that. It should be fairly administered, apple to apples. If the land is worth less than 2008, so be it. We have to have a fair market appraisal.

Alder. Silkaitis

I just want an appraisal that meets our criteria. So far there have been two of them and neither meets the criteria. So, two weeks is fine but I expect an appraisal, not raw market data.

Alder. Payleitner

We are still waiting on that fair market value and I am thinking the applicant has put in something but the City did not sign off on it, is that correct?

John McGuirk

The applicant supplied a supplemental appraisal, using the same appraiser who expressed opinions as to value based on 68 properties. The problem is, that I see, is that those properties don't meet our criteria. About 5 of them do. But the rest are outside the City. And they are on well and septic. We really need improved property.

Alder. Bancroft

Are we providing clear direction as to what they need to provide in terms of an appraisal? Is it crystal?

John McGuirk

I don't know if it's crystal, but I had some conversations with Jeff and he gave me examples of Crane Road Estates, for example, but it's not in the City. We need an improved property.

Rita Tungare

City code clearly defines what is improved land, improved property. It has to be a property that is on City water, sewer, electric, sidewalk, streets, etc. That is what we need is a formal appraisal that is based on improved property in the general area.

Alder. Bancroft

A supported appraisal with an opinion of value based on that definition of improved property within City limits with City water and sewer. That is what is needed.

Rita Tungare

That is correct.

Mayor Rogina

We have said to the park district, if they would like an appraisal, they can do that.

Rita Tungare

Absolutely. The only point of correction is that it doesn't have to be in City limits. It can be in unincorporated area as long as it meets the criteria of improved land.

Alder. Turner

What I have read is that there is a set figure based on 2008. And one thing I think government should stay out of is housing and land value. It's really a market phenomenon. We can set any figure we want. It doesn't mean somebody is going to give it to us or think it's valued at. This is something that the market should be in control of. So, it should eventually be a floating value at the time instead of saying it's "\$240,000" that's what it is. It might have been in 2008 when things were booming and developers would pay anything to get a house in here but it's a little bit different now.

Mayor Rogina

I would venture to say that this Council here, and the new Council in two weeks, would grasp that challenge vigorously. There is also, as far as things that have to be resolved, and I am confident that our neighbors in Geneva will come across, but there is this Bricher Road improvement thing and comments from the City of Geneva are that they have some jurisdiction on Bricher Road. They have to sign off on the final plat. We got that as well. To the developer, you did not hear a thing up here about the quality of your product. I believe just about unanimously; this Council here admires your work. If we keep our eye on the prize, this will come to pass over the next two weeks. Our Staff, your Staff, the park district staff, the school board staff, can knock heads together and come up with a solution to this project before the month of May is over with.

Alder. Turner

What is this about Geneva having to sign off on the plat?

Mark Koenen

Bricher Road existed long before St. Charles or Geneva extended west of Randall Road. It was a township road. Whoever annexes a township road automatically inherits that right-of-way as a part of their jurisdiction. When Geneva Commons annexed first, they (City of Geneva) annexed Bricher Road, as we know it today, immediately west of Randall Road. It gives them the legal authority regarding access, speed limit, enforcement, maintenance, etc. When we are platting against Bricher Road, on the north side, where Bricher Commons or Prairie Winds is located, the City of Geneva signs off on the final plat (the plat designates the whole configuration of the development). There is also the width for the right-of-way location along Bricher Road, (there's a strip of land that needs to provide for that affect along the Prairie Wind frontage). This is the same thing that was done for Lowes and on the south side of Bricher Road when Geneva Commons was developed. This is not unusual. The piece of the work that is taking time. I spoke with Stephanie Dawkins who is my peer in Geneva; they are reviewing a traffic study which has been submitted by the developer. I also shared with her that the development community has agreed to a request from the City of Geneva and residents about adding a west bound right turn lane into the main entrance, or easterly entrance of Prairie Winds. So hopefully they will complete that exercise shortly. They are working with Brent Coulter who is the engineering consultant on traffic analysis for the City of Geneva. We just need to get the information back from them so we can move this project forward for that particular aspect of the project.

Alder. Turner

What if they drag their feet and say no, does this whole thing go down?

Mark Koenen

I think we are talking about a technicality. First of all, the access is permitted. There is an intergovernmental agreement between the City of Geneva and the City of St. Charles which says that yes there will be access at these locations. What we are talking about is if there is going to be a right turn lane or not a right turn lane. If there is a need for a traffic signal or not. Traffic engineering details. I am hoping we can get through that within the next two weeks or shorter than that.

Alder. Turner

When you said final plat, we are not talking about the interior design of the development.

Mark Koenen

No. This is a legal document that allows everyone to convey property or where public rights of way are, etc.

Alder. Lewis

As the aldermen of the fifth ward that the project is in. I support the project that you are building and the quality of the apartments. What you are presenting I think is quality. I love the density. You have 20 plus acres that you could have put 600 apartments. You put 250 that will include families. Which I believe is a better fit to our community. I do understand the differences that we have here. I do support the Council on the direction they want to take. I do really want to see this come to an end in two weeks. I don't think we are that far off what it is six hundred thousand to a million. It's going to be somewhat higher. I don't know that for a \$50 million project, I don't know that we are that far off in our calculations and I do want to see it move forward.

Alder. Payleitner

A question for clarity, so, in two weeks we will have our little blanks filled in?

Mayor Rogina

That is the hope.

Alder. Payleitner

And the Geneva issue will be addressed? And those are the two things we are waiting on correct?

Mayor Rogina

That and the appraisal. They are all documented.

Alder. Payleitner

If we have those two things, they will fall into place?

Mayor Rogina

I am confident in that.

Alder. Payleitner

And at that time we can have the conversation on the private recreational amenities?

Mayor Rogina

That should all be worked out by that then. It has to be worked out as part of the process.

Alder. Bancroft

The ordinance says we will decide.

Alder. Payleitner

Well we will decide with a conversation.

Alder. Bancroft

But what would be helpful would be, the Park Board they rejected it outright without any kind of description.

Holly Cabel

The Park District can provide additional information.

Mayor Rogina

I am confident that the Staffs and the developer will work something out.

Alder. Silkaitis

Are we just going to have one appraisal or are we going to have a third party?

Mayor Rogina

We want an appraisal from the developer that meets our standards and if the park district wants to get an appraisal, that's their business.

Alder. Silkaitis

I would like to see two appraisals. On any kind of property, I would get two appraisals.

Mayor Rogina

That's fine.

Alder. Silkaitis

But will we have them in two weeks.

Alder. Bancroft

Are you asking for the City to commission an appraisal?

Alder. Silkaitis

I am tempted to because I want to make sure that.

Alder. Bancroft

I just want to make sure because I don't think it's appropriate to ask the park board or the school board to get an appraisal.

Alder. Silkaitis

The park board volunteered to. Now if they don't, I would like the City to do an appraisal.

Alder. Bancroft

That's why I am asking the question.

Holly Cabel

The Park District will try and get an appraisal.

Alder. Silkaitis

Thank you.

Mayor Rogina

We will have two appraisals.

Jeff Ratzer

We supplied an appraisal from a national firm. Then we supplied a supplemental and that still didn't meet the exact criteria. The reason is, and the appraiser knew this, that's why he wrote a cover letter qualifying his appraisal, you cannot get an appraisal on thin air. You have to appraise something. For example, I tried to have our land appraised. Ron, when you said you don't want market analysis, that's the only thing that they do. I can tailor it to St. Charles more, or to the area, he refused to do an appraisal because I have to give him an address to appraise. People in real estate know what I am talking about. If you said, tell me what a house is worth, you have to pick a house. You can't say how much is an improved lot; there is no basis for an appraisal. The second thing, John is right, some were in the area; some were not quite in St. Charles proper. What was in the revised appraisal was across the street. That's in the area and that's allowed. But that appraisal is horrible for the park and school district. That appraisal turns out to be 29 or \$58,000 per acre. And it does qualify, it's improved lot. If you guys ever used an appraiser before and want us to pay for it, so it's your appraiser, we would be happy to do it. Up to you guys. We felt the school board fee was very fair. If you all change the fair market value, what we propose to do is make sure that the school board is made whole to the tune of \$487,000. We will write a separate check to them out of our own pocket, if the math doesn't work out. We are trying to get the park district fee more in line with what national cities and local cities would charge for a park district. We are not hamper the school district at all. Because \$487,000 is about \$2000/unit that's a typical impact fee for a school. Lastly, I would like you to consider, though Todd I know you asked them to pin down why they don't like my acres, but I don't know if you guys can vote on this tonight. But I would like to know that I didn't waste my time and money and my experience creating playgrounds, parks, walking trails, indoor pools and have it discounted out of hand. I don't know if you are able to vote on the fact that I am donating .93 acres. But I feel it is a very nice compromise at the end of this meeting tonight.

Mayor Rogina

There is a motion on the table and I am going to vote on that. If that's passed, the Staff is taking notes on the requests made by Council members up here. I am convinced that if you, or Mr. Rayman, sit down with the park board, it could be a joint meeting, that is possible. To get this hammered out because we are almost there. There is a motion on the table to defer items 3 and 4 under planning and development to the May 1 City Council meeting under old business.

Alder. Payleitner

To Mr. Ratzer's point, so Staff is aware, I think they have a good argument there with regards to the acceptance of the private recreational amenities. And I was asking will we get a chance to talk about it but you implied it would be a done deal by the time it gets here.

Mayor Rogina

Alder. Bancroft made a key point. It is your decision. Whatever the number, whatever the amenities, etc. It is your decision.

Alder. Bancroft

We need to be fair to the park board. We need to get their input.

Mayor Rogina

What I think is very important here a signal has been sent to all government entities, we are a partnership here in this City. We all act on our own boards, but we are nothing if we are fighting, disagreeing. We will disagree, but if we don't cooperate, the City will not be what it should be. I am not worried about it.

Alder. Payleitner

My concern is that the conversation will continue.

4. Motion by Krieger, seconded by Silkaites to postpone approval of **Ordinance** Amending Ordinance Nos. 1999-Z-11 and 2006-Z-7 (Bricher Commons PUD) and Granting Approval of a Map Amendment, New Special Use for Planned Unit Development, and PUD Preliminary Plan for Prairie Winds of St. Charles to May 1, 2017 under old business.
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,
Bancroft, Krieger, Gaugel, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED
- *5. Motion by Krieger, seconded by Gaugel to accept and place on file Historic Preservation Resolution 2-2017 A Resolution Recommending Approval of amendments to the Façade Improvement Grant Program.
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,
Bancroft, Krieger, Gaugel, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)
- *6. Motion by Krieger, seconded by Gaugel to approve an **Ordinance 2017-M-7** Amending the Façade Improvement Grant Program.
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,
Bancroft, Krieger, Gaugel, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)
- *7. Motion by Krieger, seconded by Gaugel to accept and place on file Plan Commission Resolution 8-2017 A Resolution Recommending Approval of a General Amendment to Ch. 17.22 “General Provisions”, Section 17.22.030 “Permitted Encroachments” and Ch. 17.30 “Definitions”, Section 17.30.030 “General Definitions” (yard encroachments for pergolas and sports courts).
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,
Bancroft, Krieger, Gaugel, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)
- *8. Motion by Krieger, seconded by Gaugel to approve An **Ordinance 2017-Z-9** Amending Title 17 of the St. Charles Municipal Code
Entitled “Zoning”, Ch. 17.22 “General Provisions”, Section 17.22.030 “Permitted Encroachments” and Ch. 17.30 “Definitions”, Section 17.30.030 “General Definitions”
(Yard encroachments for Pergolas and Sports Courts).
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,
Bancroft, Krieger, Gaugel, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)

D. No Executive Session

12. No Additional Items from Mayor, Council, Staff, or Citizens

13. Adjournment

Motion by Lemke, seconded by Krieger, to adjourn meeting
VOICE VOTE UNANIMOUS MOTION CARRIED
Meeting adjourned at 8:10 P.M.

Nancy Garrison, City Clerk

CERTIFIED TO BE A TRUE COPY OF ORIGINAL

Nancy Garrison, City Clerk

4/28/2017

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

4/10/2017 - 4/23/2017

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
109	AREA BLACK SOIL INC	87724	1,360.00	04/20/2017	9002	DIRT DELIVERY
	AREA BLACK SOIL INC Total		<u>1,360.00</u>			
114	DG HARDWARE	87588	9.16	04/20/2017	68968/F	MISC HARDWARE/SUPPLIES
		87588	2.32	04/20/2017	68992/F	MISC HARDWARE/SUPPLIES
		87588	2.32	04/20/2017	689925/F	SUPPLIES
		87588	4.30	04/20/2017	69019/F	SUPPLIES
	DG HARDWARE Total		<u>18.10</u>			
139	AFLAC		24.92	04/14/2017	ACAN170414143159IS	AFLAC Cancer Insurance
			90.86	04/14/2017	ACAN170414143159PI	AFLAC Cancer Insurance
			97.37	04/14/2017	ACAN170414143159PI	AFLAC Cancer Insurance
			25.20	04/14/2017	ADIS170414143159FD	AFLAC Disability and STD
			26.21	04/14/2017	ADIS170414143159FN	AFLAC Disability and STD
			150.40	04/14/2017	ADIS170414143159PD	AFLAC Disability and STD
			120.68	04/14/2017	AVOL170414143159PI	AFLAC Voluntary Indemnity
			21.46	04/14/2017	AVOL170414143159PV	AFLAC Voluntary Indemnity
			67.28	04/14/2017	APAC170414143159PI	AFLAC Personal Accident
			13.38	04/14/2017	APAC170414143159PI	AFLAC Personal Accident
			13.57	04/14/2017	ASPE170414143159FI	AFLAC Specified Event (PRP)
			7.38	04/14/2017	ASPE170414143159PI	AFLAC Specified Event (PRP)
			17.04	04/14/2017	ASPE170414143159PV	AFLAC Specified Event (PRP)
			42.48	04/14/2017	AVOL170414143159FI	AFLAC Voluntary Indemnity
			20.08	04/14/2017	ADIS170414143159PV	AFLAC Disability and STD
			8.10	04/14/2017	AHIC170414143159FD	AFLAC Hospital Intensive Care
			8.10	04/14/2017	AHIC170414143159PD	AFLAC Hospital Intensive Care
			33.84	04/14/2017	AHIC170414143159PV	AFLAC Hospital Intensive Care
			57.23	04/14/2017	APAC170414143159FI	AFLAC Personal Accident
			16.32	04/14/2017	APAC170414143159FI	AFLAC Personal Accident
	AFLAC Total		<u>861.90</u>			
145	AIR ONE EQUIPMENT INC					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		91134	927.95	04/13/2017	121126	BRACKETS/HOLDERS/HANDLEI
		91134	138.80	04/13/2017	121202	BOLT CUTTER BRACKET
		90917	542.00	04/20/2017	121774	ROOF HOOK
		90924	627.00	04/20/2017	121775	MAXIMUS MOD
	AIR ONE EQUIPMENT INC Total		2,235.75			
161	ARMY TRAIL TIRE & SERVICE					
		91276	528.96	04/20/2017	328723	INVENTORY ITEMS
	ARMY TRAIL TIRE & SERVICE Total		528.96			
177	AL PIEMONTE CADILLAC INC					
		87558	37.00	04/13/2017	110602	V#1777 RO#57797
		91236	138.16	04/20/2017	110706	INVENTORY ITEMS
	AL PIEMONTE CADILLAC INC Total		175.16			
250	ARCHON CONSTRUCTION CO					
		89224	2,521.95	04/13/2017	16329F	RESTORATION @ EASTON PL
		89224	2,549.80	04/13/2017	16571F	RESTORATION @ 4311 WINDY
		89224	711.00	04/13/2017	16591F	RESTORATION @ 600 INDUST
		89224	1,088.00	04/13/2017	16720F	RESTORATION @ FOX ISLAND
		89224	932.20	04/13/2017	16747F	RESTORATION @ 3543 ILLINOIS
		89224	237.00	04/13/2017	16749F	RESTORATION @ 1501 KEIM C
		89224	79.00	04/13/2017	16772F	RESTORATION @ 317 W ILLINC
		89224	632.00	04/13/2017	16783F	RESTORATION @ 1802 S TYLEI
	ARCHON CONSTRUCTION CO Total		8,750.95			
255	ARIES INDUSTRIES INC					
		90927	4,533.56	04/20/2017	366058	SEWER CAMERA REPAIR
	ARIES INDUSTRIES INC Total		4,533.56			
264	AMERICAN SOCIETY OF COMPOSERS					
		91300	341.00	04/13/2017	500694544-2017	LICENSE RENEWAL
	AMERICAN SOCIETY OF COMPOSERS Total		341.00			
272	ASK ENTERPRISES & SON INC					
		91141	345.00	04/13/2017	23260	INVENTORY ITEMS
		91112	529.60	04/13/2017	23261	INVENTORY ITEMS
		91027	480.00	04/13/2017	23268	INVENTORY ITEMS
		91112	743.10	04/13/2017	23269	INVENTORY ITEMS
	ASK ENTERPRISES & SON INC Total		2,097.70			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
279	ATLAS CORP & NOTARY SUPPLY CO		21.45	04/13/2017	447936	D KINTZ
			39.00	04/20/2017	041817SC	S CORYELL
	ATLAS CORP & NOTARY SUPPLY CO Total		60.45			
284	ILLINOIS BELL TELEPHONE CO		65.00	04/20/2017	040817-878	MONTHLY SEVICE
	ILLINOIS BELL TELEPHONE CO Total		65.00			
289	AURORA AREA SPRINGS	91204	145.00	04/13/2017	059463	V#1728 RO#57837
	AURORA AREA SPRINGS Total		145.00			
298	AWARDS CONCEPTS	87672	136.50	04/13/2017	I0439874	AWARDS DAN ORLAND
	AWARDS CONCEPTS Total		136.50			
304	BACKGROUNDS ONLINE		43.50	04/20/2017	484971	MONTHLY BILLING
	BACKGROUNDS ONLINE Total		43.50			
320	CITY OF BATAVIA		55.54	04/13/2017	032117	REIMB 3-21-17 BK CLUB MEALS
	CITY OF BATAVIA Total		55.54			
323	BATTERIES PLUS	91160	38.97	04/13/2017	493-102138-01	BATTERIES
	BATTERIES PLUS Total		38.97			
364	STATE STREET COLLISION	91268	544.00	04/20/2017	4927	2017 FORD EXPLORER REPAIR
	STATE STREET COLLISION Total		544.00			
369	BLUE GOOSE SUPER MARKET INC	87579	9.70	04/13/2017	00504381	NEMRT CLASS
	BLUE GOOSE SUPER MARKET INC Total		9.70			
371	THE BLUE LINE		348.00	04/20/2017	35241	JOB POSTINGS LAW ENFORCE
	THE BLUE LINE Total		348.00			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
393	BRICOR CONSULTING		2,000.00	04/20/2017	FY 2017	AGREEMENT 12 MONTHLY PAY
			2,000.00	04/20/2017	FY 2017	AGREEMENT 12 MONTHLY PAY
			2,000.00	04/20/2017	FY 2017	AGREEMENT 12 MONTHLY PAY
			2,000.00	04/20/2017	FY 2017	AGREEMENT 12 MONTHLY PAY
			2,000.00	04/20/2017	FY 2017	AGREEMENT 12 MONTHLY PAY
			2,000.00	04/20/2017	FY 2017	AGREEMENT 12 MONTHLY PAY
			2,000.00	04/20/2017	FY 2017	AGREEMENT 12 MONTHLY PAY
			2,000.00	04/20/2017	FY 2017	AGREEMENT 12 MONTHLY PAY
			2,000.00	04/20/2017	FY 2017	AGREEMENT 12 MONTHLY PAY
			2,000.00	04/20/2017	FY 2017	AGREEMENT 12 MONTHLY PAY
			2,000.00	04/20/2017	FY 2017	AGREEMENT 12 MONTHLY PAY
			2,000.00	04/20/2017	FY 2017	AGREEMENT 12 MONTHLY PAY
			2,000.00	04/20/2017	FY 2017	AGREEMENT 12 MONTHLY PAY
			2,000.00	04/20/2017	FY 2017	AGREEMENT 12 MONTHLY PAY
			2,000.00	04/20/2017	FY 2017	AGREEMENT 12 MONTHLY PAY
	BRICOR CONSULTING Total		24,000.00			
464	TREDROC TIRE SERVICES CBA TIRE	91099	1,501.33	04/13/2017	24231	TIRES
	TREDROC TIRE SERVICES CBA TIRE Total		1,501.33			
467	PAHCS II		2,062.74	04/13/2017	199027/258/362/896	MONTHLY BILLING
	PAHCS II Total		2,062.74			
491	CHADS TOWING & RECOVERY INC	87540	145.00	04/13/2017	56801	TOWING - PD
		87540	145.00	04/20/2017	56938	TOWING - PD
	CHADS TOWING & RECOVERY INC Total		290.00			
497	CHICAGO TITLE AND TRUST CO	90776	1,003.00	04/20/2017	17002241GV	OWNER'S POLICY KIRK RD
	CHICAGO TITLE AND TRUST CO Total		1,003.00			
508	WEST PAYMENT CENTER	87606	377.88	04/20/2017	835895035	SVC MARCH 2017
	WEST PAYMENT CENTER Total		377.88			
517	CINTAS CORPORATION	87561	118.75	04/13/2017	344543002	UNIFORM SVC - FLEET
		87561	118.75	04/20/2017	344546354	UNIFORM SVC - FLEET
	CINTAS CORPORATION Total		237.50			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
563	CDW GOVERNMENT INC					
		90789	1,161.66	04/13/2017	GWL0461	MS SLD+ PROJ PRO 2016
		91171	984.65	04/13/2017	HHV2913	SYG EP PROT MNT 1 YR
		90995	44,640.73	04/13/2017	HHV6467	MS YEARLY AGREEMENTS
		91247	94.11	04/20/2017	HKM3111	ZAGG SLIM BOOK FOR IPAD PF
		91243	83.59	04/20/2017	HKP3740	SEAGATE BACK UP PLUS
		91274	53,828.20	04/20/2017	HKZ8650	TOUGHBOOKS
	CDW GOVERNMENT INC Total		100,792.94			
564	COMCAST OF CHICAGO INC					
			14.74	04/20/2017	041217PD	MONTHLY CHARGES
	COMCAST OF CHICAGO INC Total		14.74			
579	COMMUNICATIONS DIRECT INC					
		91096	450.00	04/13/2017	IN140659	HEADSETS
	COMMUNICATIONS DIRECT INC Total		450.00			
633	LAWSON PRODUCTS INC					
		91193	226.64	04/13/2017	9304819801	CONNECTORS
	LAWSON PRODUCTS INC Total		226.64			
634	CHARLES CRUMLETT					
			430.09	04/13/2017	041017	GUN PURCHASE
	CHARLES CRUMLETT Total		430.09			
646	PADDOCK PUBLICATIONS INC					
			202.40	04/13/2017	T4468530	LEGAL NOTICE
			117.30	04/20/2017	T4468334	CERTIFICATE OF PUBLICATION
	PADDOCK PUBLICATIONS INC Total		319.70			
714	DIVE RIGHT IN SCUBA INC					
		89833	601.00	04/20/2017	90448	VISUAL INSPECTION
	DIVE RIGHT IN SCUBA INC Total		601.00			
721	DOC MORGAN INC					
		91147	102.97	04/20/2017	11074530	ARBOR DAY AWARD
	DOC MORGAN INC Total		102.97			
750	DUKANE CONTRACT SERVICES					
		89452	978.00	04/20/2017	125780	MONTHLY JANITORIAL
		88138	1,733.00	04/20/2017	125830	MONTHLY JANITORIAL

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		88138	4,437.00	04/20/2017	125831	MONTHLY JANITORIAL
		88138	5,051.00	04/20/2017	125832	MONTHLY JANITORIAL
		88138	6,512.00	04/20/2017	125833	MONTHLY JANITORIAL
		88138	1,600.00	04/20/2017	125844	MONTHLY JANITORIAL
		89452	978.00	04/20/2017	125879	MONTHLY JANITORIAL
		91203	1,562.00	04/20/2017	125898	EMERGENCY SEWER CLEAN U
			-978.00	04/20/2017	125908	CREDITS INVOICE 125780
	DUKANE CONTRACT SERVICES Total		21,873.00			
767	EAGLE ENGRAVING INC					
		87523	23.80	04/13/2017	2017-1163	SIGNS - PD
		87641	16.00	04/13/2017	2017-269	MISC ENGRAVING FIRE DEPT
		87641	103.50	04/20/2017	2017-1224	FIRE DEPT UNIFORMS
	EAGLE ENGRAVING INC Total		143.30			
778	EJ EQUIPMENT INC					
		91128	737.47	04/20/2017	P05487	MISC SUPPLIES
	EJ EQUIPMENT INC Total		737.47			
789	ANIXTER INC					
		90386	24,120.00	04/10/2017	3448602-00	INVENTORY ITEMS
		90516	1,324.50	04/13/2017	3461846-02	INVENTORY ITEMS
		91113	520.50	04/13/2017	3517293-00	INVENTORY ITEMS
		91224	316.44	04/20/2017	3531443-00	INVENTORY ITEMS
	ANIXTER INC Total		26,281.44			
813	THOMAS ENGLISH					
			241.84	04/13/2017	041217	SAFETY BOOTS RWS 04/08/17
			310.56	04/13/2017	041217A	(11) JEANS FARM/FLEET 4/8/17
	THOMAS ENGLISH Total		552.40			
815	ENGINEERING ENTERPRISES INC					
		89031	10,436.50	04/20/2017	61615	BASIN FLW MNTR STUDY
	ENGINEERING ENTERPRISES INC Total		10,436.50			
820	ENVIRONMENTAL RESOURCE ASSOC					
		90123	392.52	04/13/2017	824468	MISC SUPPLIES
	ENVIRONMENTAL RESOURCE ASSOC Total		392.52			
826	BORDER STATES					
		90387	23,700.00	04/13/2017	912763609	INVENTORY ITEMS

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		91114	66.48	04/13/2017	912763610	INVENTORY ITEMS
		91029	83.18	04/13/2017	912777468	INVENTORY ITEMS
		91202	1,354.19	04/13/2017	912791127	27KV PVR ARRESTER
	BORDER STATES Total		25,203.85			
870	FIRE PENSION FUND					
			368.22	04/14/2017	FP1%170414143159FI	Fire Pension 1% Fee
			2,114.10	04/14/2017	FRP2170414143159FI	Fire Pension Tier 2
			14,768.74	04/14/2017	FRPN170414143159FI	Fire Pension
	FIRE PENSION FUND Total		17,251.06			
876	FIRST ENVIRONMENTAL LAB INC					
		87522	310.50	04/20/2017	133657	1ST QTR BIOSOLIDS
	FIRST ENVIRONMENTAL LAB INC Total		310.50			
884	FISHER SCIENTIFIC					
		91218	607.03	04/20/2017	7967931	INVENTORY ITEMS
	FISHER SCIENTIFIC Total		607.03			
891	FLEET SAFETY SUPPLY					
		91067	122.18	04/20/2017	67454	HEADSET REPAIR
		87563	58.03	04/20/2017	67594	CHECK VALVE AIR EJECT
	FLEET SAFETY SUPPLY Total		180.21			
906	FORESTRY SUPPLIERS INC					
		91039	100.16	04/13/2017	160557-00	CHAP, CALF WRAP
	FORESTRY SUPPLIERS INC Total		100.16			
935	DOWNTOWN ST CHARLES					
			17,844.08	04/20/2017	FY 2017	
			17,844.08	04/20/2017	FY 2017	
			17,844.08	04/20/2017	FY 2017	
			17,844.08	04/20/2017	FY 2017	
			17,844.08	04/20/2017	FY 2017	
			17,844.08	04/20/2017	FY 2017	
	DOWNTOWN ST CHARLES Total		107,064.48			
944	GALLS LLC					
		87542	27.83	04/13/2017	007250935	UNIFORMS - PD
		87542	31.95	04/20/2017	007256671	UNIFORMS - PD
		87542	117.95	04/20/2017	007259392	UNIFORMS - PD

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		87542	44.98	04/20/2017	007292274	UNIFORMS - PD
		87542	41.68	04/20/2017	007296320	UNIFORMS - PD
	GALLS LLC Total		264.39			
981	MES ILLINOIS					
		90919	312.34	04/13/2017	IN1115991	DKEY FIRE HOOKS
	MES ILLINOIS Total		312.34			
989	GORDON FLESCH CO INC					
			2,496.50	04/20/2017	IN11864957	MONTHLY BILLING
			488.68	04/20/2017	IN11867448	MONTHLY BILLING
	GORDON FLESCH CO INC Total		2,985.18			
996	GOVCONNECTION INC					
		91187	19,062.00	04/13/2017	54662579	WORKSTATIONS/GRAPHICS
		91172	895.32	04/20/2017	54680702	HPE FOUNDATION CARE SWITC
	GOVCONNECTION INC Total		19,957.32			
1024	MICHAEL HAASE					
			40.00	04/13/2017	041017	CLASS 3/11/17 SEVERE WEATH
	MICHAEL HAASE Total		40.00			
1036	HARRIS BANK NA					
			1,440.00	04/14/2017	UNF 170414143159FD	Union Dues - IAFF
	HARRIS BANK NA Total		1,440.00			
1044	TCH 101					
			89.13	04/20/2017	042817	LODGING = 4-28-17
	TCH 101 Total		89.13			
1066	STEVE HERRA					
			20.00	04/20/2017	041317	RENEWAL CROSS CONNECTIO
	STEVE HERRA Total		20.00			
1074	HERCULES INDUSTRIES INC					
		90752	586.64	04/13/2017	96918	INVENTORY ITEMS
	HERCULES INDUSTRIES INC Total		586.64			
1097	WM HORN STRUCTURAL STEEL CO					
		91213	100.00	04/20/2017	95872C	PUMP BRACKET MODIFICATIO

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	WM HORN STRUCTURAL STEEL CO Total		<u>100.00</u>			
1104	HOVING PIT STOP INC					
		87524	145.00	04/13/2017	151960	DEC MONTHLY BILLING
		87524	145.00	04/13/2017	153491	JAN MONTHLY BILLING
		87524	145.00	04/13/2017	155009	FEB MONTHLY BILLING
		87524	117.33	04/20/2017	0000053111	WOOD
		87524	117.33	04/20/2017	0000053111	WOOD
		87524	-117.33	04/20/2017	0000053111	WOOD
		87524	-117.33	04/20/2017	0000053111	WOOD
	HOVING PIT STOP INC Total		<u>435.00</u>			
1106	CAPITAL ONE NATIONAL ASSOC					
		91362	9.98	04/20/2017	710100012282	WATER CITY ADMIN
		91260	67.45	04/20/2017	710400011669	INVENTORY ITEMS
	CAPITAL ONE NATIONAL ASSOC Total		<u>77.43</u>			
1133	IBEW LOCAL 196					
			171.00	04/14/2017	UNE 170414143159PV	Union Due - IBEW
			624.27	04/14/2017	UNEW170414143159P	Union Due - IBEW - percent
	IBEW LOCAL 196 Total		<u>795.27</u>			
1136	ICMA RETIREMENT CORP					
			260.62	04/14/2017	RTHP170414143159FI	Roth 457 - Percent
			100.12	04/14/2017	RTHP170414143159PI	Roth 457 - Percent
			30.25	04/14/2017	RTHP170414143159PV	Roth 457 - Percent
			382.66	04/14/2017	041417	PLAN 109830 ICMA
			70.00	04/14/2017	RTHA170414143159CI	Roth 457 - Dollar Amount
			307.00	04/14/2017	RTHA170414143159FI	Roth 457 - Dollar Amount
			35.00	04/14/2017	RTHA170414143159HI	Roth 457 - Dollar Amount
			25.00	04/14/2017	RTHA170414143159IS	Roth 457 - Dollar Amount
			100.00	04/14/2017	RTHA170414143159PI	Roth 457 - Dollar Amount
			752.31	04/14/2017	RTHA170414143159PV	Roth 457 - Dollar Amount
			236.53	04/14/2017	ROTH170414143159FI	Roth IRA Deduction
			85.00	04/14/2017	ROTH170414143159FI	Roth IRA Deduction
			292.30	04/14/2017	ROTH170414143159HI	Roth IRA Deduction
			266.50	04/14/2017	ROTH170414143159IS	Roth IRA Deduction
			995.00	04/14/2017	ROTH170414143159PI	Roth IRA Deduction
			295.00	04/14/2017	ROTH170414143159PV	Roth IRA Deduction
			2,572.70	04/14/2017	ICMP170414143159FD	ICMA Deductions - Percent

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			1,414.97	04/14/2017	ICMP170414143159FN	ICMA Deductions - Percent
			371.91	04/14/2017	ICMP170414143159HF	ICMA Deductions - Percent
			1,031.55	04/14/2017	ICMP170414143159IS	ICMA Deductions - Percent
			2,059.34	04/14/2017	ICMP170414143159PC	ICMA Deductions - Percent
			1,083.51	04/14/2017	ICMP170414143159PV	ICMA Deductions - Percent
			480.00	04/14/2017	ICMA170414143159HF	ICMA Deductions - Dollar Amt
			875.00	04/14/2017	ICMA170414143159IS	ICMA Deductions - Dollar Amt
			7,753.07	04/14/2017	ICMA170414143159PC	ICMA Deductions - Dollar Amt
			4,925.07	04/14/2017	ICMA170414143159PV	ICMA Deductions - Dollar Amt
			225.41	04/14/2017	ICMP170414143159CA	ICMA Deductions - Percent
			1,183.29	04/14/2017	ICMP170414143159CE	ICMA Deductions - Percent
			636.60	04/14/2017	E401170414143159PD	401A Savings Plan Employee
			771.21	04/14/2017	E401170414143159PV	401A Savings Plan Employee
			923.07	04/14/2017	ICMA170414143159CA	ICMA Deductions - Dollar Amt
			1,798.00	04/14/2017	ICMA170414143159CE	ICMA Deductions - Dollar Amt
			1,675.00	04/14/2017	ICMA170414143159FD	ICMA Deductions - Dollar Amt
			817.31	04/14/2017	ICMA170414143159FN	ICMA Deductions - Dollar Amt
			200.91	04/14/2017	E401170414143159CA	401A Savings Plan Employee
			526.22	04/14/2017	E401170414143159CD	401A Savings Plan Employee
			424.64	04/14/2017	E401170414143159FD	401A Savings Plan Employee
			543.05	04/14/2017	E401170414143159FN	401A Savings Plan Employee
			219.80	04/14/2017	E401170414143159HR	401A Savings Plan Employee
			313.43	04/14/2017	E401170414143159IS	401A Savings Plan Employee
			424.64	04/14/2017	C401170414143159FD	401A Savings Plan Company
			543.05	04/14/2017	C401170414143159FN	401A Savings Plan Company
			219.80	04/14/2017	C401170414143159HR	401A Savings Plan Company
			313.43	04/14/2017	C401170414143159IS	401A Savings Plan Company
			636.60	04/14/2017	C401170414143159PD	401A Savings Plan Company
			771.21	04/14/2017	C401170414143159PV	401A Savings Plan Company
			200.91	04/14/2017	C401170414143159CA	401A Savings Plan Company
			526.22	04/14/2017	C401170414143159CD	401A Savings Plan Company
	ICMA RETIREMENT CORP Total		40,694.21			
1171	ILLINOIS STATE POLICE		424.25	04/13/2017	033117	FINGERPRINTS COST CNT 063;
	ILLINOIS STATE POLICE Total		424.25			
1175	MARBERRY CLEANERS	87528	30.10	04/20/2017	040317	POLICE DEPT MARCH 2017

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	MARBERRY CLEANERS Total		<u>30.10</u>			
1180	ILLINOIS FIRE & POLICE		375.00	04/13/2017	040617	DON HAINES SEMINAR BOFPC
	ILLINOIS FIRE & POLICE Total		<u>375.00</u>			
1185	ILLINOIS MUNICIPAL LEAGUE	91299	2,000.00	04/13/2017	2017-MEM	2017 RENEWAL DUES
	ILLINOIS MUNICIPAL LEAGUE Total		<u>2,000.00</u>			
1215	ILLINOIS MUNICIPAL UTILITIES		3,057,366.77	04/13/2017	041317	ELEC BILL MARCH 2017
	ILLINOIS MUNICIPAL UTILITIES Total		<u>3,057,366.77</u>			
1223	INITIAL IMPRESSIONS EMBROIDERY	87543	26.00	04/13/2017	6583	EMBROIDERY - PD
		87543	20.00	04/20/2017	6584	EMBROIDERY - PD
	INITIAL IMPRESSIONS EMBROIDERY Total		<u>46.00</u>			
1225	INSIGHT PUBLIC SECTOR	91102	1,749.70	04/13/2017	1100524733	BARRACUDA UPDATE/SVC AGF
	INSIGHT PUBLIC SECTOR Total		<u>1,749.70</u>			
1240	INTERSTATE BATTERY SYSTEM OF	91148	201.95	04/13/2017	50327124	INVENTORY ITEMS
		91155	117.95	04/13/2017	50327125	INVENTORY ITEMS
		91196	1,008.60	04/13/2017	60339320	INVENTORY ITEMS
		91210	420.40	04/20/2017	1915201017182	INVENTORY ITEMS
	INTERSTATE BATTERY SYSTEM OF Total		<u>1,748.90</u>			
1267	IT SOLUTIONS GROUP INC	91158	1,800.00	04/13/2017	3851	SUPPORT SVCS - 4-8~7-8-17
	IT SOLUTIONS GROUP INC Total		<u>1,800.00</u>			
1275	JAMES D SKAAR LAW OFFICES		225.00	04/20/2017	041317	RE: 4055 PRAIRIE CROSSING D
	JAMES D SKAAR LAW OFFICES Total		<u>225.00</u>			
1286	JG UNIFORMS INC	87544	231.06	04/20/2017	16742	UNIFORMS - PD

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	JG UNIFORMS INC Total		<u>231.06</u>			
1313	KANE COUNTY RECORDERS OFFICE		987.00	04/20/2017	032717FP	21 FENCE PERMITS
			94.00	04/20/2017	4000GW	4000 GREENWILLOW/965 RSRV
	KANE COUNTY RECORDERS OFFICE Total		<u>1,081.00</u>			
1324	KANE MCKENNA & ASSOCIATES	88852	287.50	04/20/2017	14632	THE QUAD PROJECT BILLING
	KANE MCKENNA & ASSOCIATES Total		<u>287.50</u>			
1325	KANE COUNTY CLERK		11.00	04/20/2017	041717	NOTARY CHURNEY
	KANE COUNTY CLERK Total		<u>11.00</u>			
1327	KANE COUNTY FAIR		382.13	04/20/2017	FY 2017	DEBT PAYMENT MANNION PRC
			382.13	04/20/2017	FY 2017	DEBT PAYMENT MANNION PRC
			382.13	04/20/2017	FY 2017	DEBT PAYMENT MANNION PRC
			382.13	04/20/2017	FY 2017	DEBT PAYMENT MANNION PRC
			382.13	04/20/2017	FY 2017	DEBT PAYMENT MANNION PRC
			382.13	04/20/2017	FY 2017	DEBT PAYMENT MANNION PRC
			382.13	04/20/2017	FY 2017	DEBT PAYMENT MANNION PRC
			382.13	04/20/2017	FY 2017	DEBT PAYMENT MANNION PRC
			382.13	04/20/2017	FY 2017	DEBT PAYMENT MANNION PRC
			382.13	04/20/2017	FY 2017	DEBT PAYMENT MANNION PRC
			382.13	04/20/2017	FY 2017	DEBT PAYMENT MANNION PRC
	KANE COUNTY FAIR Total		<u>4,585.56</u>			
1342	KARA CO INC	89346	110.00	04/13/2017	326421	INVENTORY ITEMS
	KARA CO INC Total		<u>110.00</u>			
1372	KIPLINGER LETTER		108.00	04/20/2017	3600050565-17	RENEWAL - B VANN
	KIPLINGER LETTER Total		<u>108.00</u>			
1374	ST CHARLES KIWANIS		130.00	04/13/2017	041117	RITA TUNGARE QTR APR-JUNE

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	ST CHARLES KIWANIS Total		<u>130.00</u>			
1387	KONICA MINOLTA BUS SOLUTIONS					
		90841	517.92	04/13/2017	9003352588	MONTHLY BILLING
			11,548.00	04/20/2017	244209143	FINANCE COLORED COPIER
	KONICA MINOLTA BUS SOLUTIONS Total		<u>12,065.92</u>			
1403	WEST VALLEY GRAPHICS & PRINT					
		87537	76.50	04/20/2017	15024	BUSINESS CARDS BRIAN OKO
		91231	86.00	04/20/2017	15045	PROPERTY FORMS
		91230	86.00	04/20/2017	15046	CODE ENFORCEMENT FORMS
	WEST VALLEY GRAPHICS & PRINT Total		<u>248.50</u>			
1409	ANDREW LAMELA					
			36.00	04/13/2017	041817	PER DIEM 4-18 THRU 4-20-17
	ANDREW LAMELA Total		<u>36.00</u>			
1442	LAZARUS HOUSE					
			134.00	04/13/2017	040517	GIVING FRIDAY
	LAZARUS HOUSE Total		<u>134.00</u>			
1489	LOWES					
		87587	176.67	04/13/2017	02338/03-22-17	MISC HARDWARE/SUPPLIES
		87587	41.89	04/13/2017	02474	MISC HARDWARE/SUPPLIES
		87587	38.75	04/13/2017	02934/03-27-17	MISC HARDWARE/SUPPLIES
		87587	22.99	04/20/2017	01712	MISC HARDWARE/SUPPLIES
		87587	86.43	04/20/2017	02134/02-08-17	MISC HARDWARE/SUPPLIES
		91195	13.23	04/20/2017	02236/03-29-17	INVENTORY ITEMS
		87754	16.52	04/20/2017	02264/03-29-17	MISC HARDWARE/SUPPLIES
		87587	19.72	04/20/2017	03619/03-31-17	MISC SUPPLIES
		91179	76.77	04/20/2017	73727	INVENTORY ITEMS
		91194	72.45	04/20/2017	73730	INVENTORY ITEMS
		91195	43.69	04/20/2017	73736	INVENTORY ITEMS
	LOWES Total		<u>609.11</u>			
1510	ERIC MAJEWSKI					
			30.00	04/13/2017	041817	PER DIEM 4-18 THRU 4-19-17
	ERIC MAJEWSKI Total		<u>30.00</u>			
1532	MARSHALLS TOWING & RECOVERY					
		87541	145.00	04/13/2017	21451	POLICE DEPT TOWING

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	MARSHALLS TOWING & RECOVERY Total		<u>145.00</u>			
1551	KATY MASINICK		100.00	04/13/2017	040717	SAFETY BOOTS REI 3/26/17
	KATY MASINICK Total		<u>100.00</u>			
1571	MCCANN INDUSTRIES INC	91397	346.66	04/20/2017	07220493	MISC PARTS
	MCCANN INDUSTRIES INC Total		<u>346.66</u>			
1585	MEADE ELECTRIC COMPANY INC	91249	1,858.47	04/20/2017	676985	TRAFFIC SIGNAL PECK/CAMP H
		88053	1,512.00	04/20/2017	678872	SVC MARCH 2017
	MEADE ELECTRIC COMPANY INC Total		<u>3,370.47</u>			
1598	MENARDS INC	87723	10.68	04/20/2017	53380	MISC HARDWARE/SUPPLIES
		87723	84.68	04/20/2017	53864	MISC SUPPLIES/HARDWARE
	MENARDS INC Total		<u>95.36</u>			
1600	MENDEL PLUMBING & HEATING INC	91248	982.75	04/13/2017	276003	SERVICE REPAIR
	MENDEL PLUMBING & HEATING INC Total		<u>982.75</u>			
1603	METRO WEST COG	91297	11,620.00	04/20/2017	2966	RENEWAL DUES TO 4/30/18
	METRO WEST COG Total		<u>11,620.00</u>			
1604	METRO TANK AND PUMP COMPANY	91277	1,417.00	04/13/2017	14131	METRO LINE TEST
	METRO TANK AND PUMP COMPANY Total		<u>1,417.00</u>			
1613	METROPOLITAN ALLIANCE OF POL		967.50	04/14/2017	UNP 170414143159PD	Union Dues - IMAP
			102.00	04/14/2017	UNPS170414143159PI	Union Dues-Police Sergeants
	METROPOLITAN ALLIANCE OF POL Total		<u>1,069.50</u>			
1626	MIDWEST AIR PRO	90457	439.62	04/20/2017	13020	PLATE/TRANSMITTER
	MIDWEST AIR PRO Total		<u>439.62</u>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1643	MILSOFT UTILITY SOLUTIONS INC	87513	10,034.60	04/20/2017	20171346	HOSTED CALLS
	MILSOFT UTILITY SOLUTIONS INC Total		10,034.60			
1651	MNJ TECHNOLOGIES DIRECT INC	91087	61.38	04/20/2017	0003525273	MICROSFT MOUSE WIRELESS
	MNJ TECHNOLOGIES DIRECT INC Total		61.38			
1668	FERGUSON ENTERPRISES INC	91117	167.28	04/13/2017	3835534	INVENTORY ITEMS
		91263	2.42	04/13/2017	3863582	INVENTORY ITEMS
	FERGUSON ENTERPRISES INC Total		169.70			
1686	NAPA AUTO PARTS	87577	37.54	04/20/2017	533104	MISC SUPPLIES FLEET DEPT
	NAPA AUTO PARTS Total		37.54			
1704	NCPERS IL IMRF		8.00	04/14/2017	NCP2170414143159PI	NCPERS 2
			16.00	04/14/2017	NCP2170414143159PV	NCPERS 2
	NCPERS IL IMRF Total		24.00			
1705	NEENAH FOUNDRY COMPANY CORP	91191	1,938.00	04/20/2017	211770	INVENTORY ITEMS
	NEENAH FOUNDRY COMPANY CORP Total		1,938.00			
1745	NICOR		113.99	04/13/2017	1000 1 APR 5 2017	MONTHLY BILLING THRU 4/4/17
			27.75	04/13/2017	1000 6 APR 5 2017	MONTHLY BILLING THRU 4/4/17
			556.01	04/13/2017	1000 7 APR 5 2017	MONTHLY BILLING THRU 4/4/17
			394.72	04/13/2017	2485 8 APR 5 2017	MONTHLY BILLING THRU 4/4/17
			7,236.72	04/13/2017	8317 9 APR 3 2017	MONTHLY BILLING THRU 3-24-1
	NICOR Total		8,329.19			
1747	COMPASS MINERALS AMERICA INC	52	21,677.16	04/13/2017	71620929	PRETREATED ROAD SALT
		51	3,011.82	04/13/2017	71621198	BULK COARSE LA ROCK
		51	2,882.52	04/13/2017	71621640	COARSE ROCK SALT
		52	10,206.32	04/20/2017	71624835	SALT DELIVERY
	COMPASS MINERALS AMERICA INC Total		37,777.82			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1749	NORTHWEST COLLECTORS INC		200.40	04/13/2017	41117UB405	COLLECTION EXPENSES
	NORTHWEST COLLECTORS INC Total		200.40			
1769	OEI PRODUCTS INC	91226	174.40	04/20/2017	5269	INVENTORY ITEMS
	OEI PRODUCTS INC Total		174.40			
1775	RAY O'HERRON CO	87545	66.68	04/13/2017	1715968-IN	UNIFORMS - PD
		87545	51.28	04/20/2017	1717548-IN	UNIFORMS - PD
		87545	1,320.76	04/20/2017	1717549-IN	POLICE DEPT UNIFORMS
	RAY O'HERRON CO Total		1,438.72			
1783	ON TIME EMBROIDERY INC	87627	61.00	04/13/2017	40003	FIRE DEPT UNIFORMS
		87627	159.00	04/13/2017	40406	FIRE DEPT UNIFORMS
		87627	110.00	04/20/2017	40384	NAMEPLATE/PANTS
	ON TIME EMBROIDERY INC Total		330.00			
1793	OTIS ELEVATOR CO	91146	1,472.40	04/13/2017	CY05303417	ELEVATOR SVC CONTRACT
	OTIS ELEVATOR CO Total		1,472.40			
1797	PACE SUBURBAN BUS	88734	3,370.91	04/13/2017	463979	SVCS JAN 2017
	PACE SUBURBAN BUS Total		3,370.91			
1814	PATTEN INDUSTRIES INC	90704	117.30	04/20/2017	P60C0230234	INVENTORY ITEMS
	PATTEN INDUSTRIES INC Total		117.30			
1850	PICTOMETRY INTERNATIONAL CORP	90962	2,200.00	04/13/2017	US39262	PICTOMETRY CONNECT
	PICTOMETRY INTERNATIONAL CORP Total		2,200.00			
1861	POLICE PENSION FUND		4,440.56	04/14/2017	PLP2170414143159PD	Police Pension Tier 2
			15,490.51	04/14/2017	PLPN170414143159P	Police Pension
			460.42	04/14/2017	POLP170414143159P	Police Pension - non deferred

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	POLICE PENSION FUND Total		<u>20,391.49</u>			
1883	POWER EQUIPMENT LEASING	91220	3,600.00	04/20/2017	25815-01	VERSALIFT RENTAL 3-31~4-27
	POWER EQUIPMENT LEASING Total		<u>3,600.00</u>			
1890	LEGAL SHIELD		14.26	04/14/2017	PPLS170414143159FC	Pre-Paid Legal Services
			8.75	04/14/2017	PPLS170414143159FN	Pre-Paid Legal Services
			8.75	04/14/2017	PPLS170414143159HF	Pre-Paid Legal Services
			136.09	04/14/2017	PPLS170414143159PC	Pre-Paid Legal Services
			8.75	04/14/2017	PPLS170414143159PV	Pre-Paid Legal Services
	LEGAL SHIELD Total		<u>176.60</u>			
1898	PRIORITY PRODUCTS INC	87568	152.96	04/13/2017	906346	MISC SUPPLIES - FLEET
		87568	52.32	04/20/2017	906807	MISC SUPPLIES FLEET DEPT
	PRIORITY PRODUCTS INC Total		<u>205.28</u>			
1900	PROVIDENT LIFE & ACCIDENT		26.76	04/14/2017	POPT170414143159FI	Provident Optional Life
	PROVIDENT LIFE & ACCIDENT Total		<u>26.76</u>			
1940	RADCO COMMUNICATIONS INC	87529	272.46	04/13/2017	82145	SQUAD REPAIRS 22,31,30
		90724	3,515.72	04/20/2017	82134	SERVICE V#43
		87529	293.13	04/20/2017	82152	SVC UNIT 25 & 33
	RADCO COMMUNICATIONS INC Total		<u>4,081.31</u>			
2032	POMPS TIRE SERVICE INC	88906	3.00	04/20/2017	640050215	SCRAP DISPOSAL FEE
	POMPS TIRE SERVICE INC Total		<u>3.00</u>			
2037	ROTARY CLUB OF ST CHARLES		225.00	04/13/2017	3395	PETER SUHR MEMBERSHIP
	ROTARY CLUB OF ST CHARLES Total		<u>225.00</u>			
2080	JERRY SCHOMER		74.00	04/20/2017	042817	PER DIEM 4-28-17
	JERRY SCHOMER Total		<u>74.00</u>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
2137	SHERWIN WILLIAMS					
		87590	71.27	04/20/2017	9557-8	MISC PAINT SUPPLIES
		87590	110.58	04/20/2017	9622-0	PAINT SUPPLIES
	SHERWIN WILLIAMS Total		181.85			
2156	SIRCHIE FINGERPRINT LABS					
		91178	101.26	04/13/2017	0294877-IN	MISC SUPPLIES - PD
	SIRCHIE FINGERPRINT LABS Total		101.26			
2157	SISLERS ICE & DAIRY LTD					
		87650	51.75	04/13/2017	318789	ICE DELIVERY
	SISLERS ICE & DAIRY LTD Total		51.75			
2163	SKYLINE TREE SERVICE &					
		87833	1,860.00	04/13/2017	3590	403 WALNUT ST
		87833	222.50	04/13/2017	3595	213 S 10TH AVE
		91181	795.00	04/20/2017	3605	SVC @ SUBSTATION #9
		87833	611.80	04/20/2017	3607	TREE REMOVAL
	SKYLINE TREE SERVICE & Total		3,489.30			
2168	SMITH ECOLOGICAL SYSTEMS INC					
		90872	85.62	04/20/2017	20515	HIGH CAPACITY TEF SEAT
	SMITH ECOLOGICAL SYSTEMS INC Total		85.62			
2169	CLARK BAIRD SMITH LLP					
			1,018.75	04/20/2017	8423	SVCS FOR MARCH 2017
	CLARK BAIRD SMITH LLP Total		1,018.75			
2201	STANDARD EQUIPMENT CO					
		91415	12.45	04/20/2017	C19473	RO 57982 VEH 1817
	STANDARD EQUIPMENT CO Total		12.45			
2214	ST CHARLES CHAMBER OF COMMERCE					
			60.00	04/20/2017	041117	JOB FAIR MAY 17, 2017
	ST CHARLES CHAMBER OF COMMERCE Total		60.00			
2226	ST CHARLES NORTH HIGH SCHOOL					
			1,000.00	04/13/2017	031517	YOUTH COMM - FUND REQUES
	ST CHARLES NORTH HIGH SCHOOL Total		1,000.00			
2235	STEINER ELECTRIC COMPANY					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		91154	38.11	04/13/2017	S005666502.001	CAROL C2535 3C/18/S PVC
		87719	100.55	04/13/2017	S005666523.001	BATTERY
		90053	12,776.40	04/20/2017	S005567209.001	INVENTORY ITEMS
		90612	12,573.60	04/20/2017	S005591708.001	INVENTORY ITEMS
		91036	848.90	04/20/2017	S005657852.001	INVENTORY ITEMS
	STEINER ELECTRIC COMPANY Total		26,337.56			
2274	ROBERT SURRETT					
			140.34	04/20/2017	041517	JEANS - KOHL'S 4-15-17
	ROBERT SURRETT Total		140.34			
2300	TEMCO MACHINERY INC					
		87574	159.57	04/13/2017	AG55423	MISC PARTS
		87574	368.66	04/13/2017	AG55466	MISC PARTS
		91166	164.97	04/13/2017	AG55495	INVENTORY ITEMS
		87574	1,063.88	04/20/2017	AG55525	TIE ROD ENDS
		87574	1,790.73	04/20/2017	AG55627	COMPRESSOR
	TEMCO MACHINERY INC Total		3,547.81			
2301	GENERAL CHAUFFERS SALES DRIVER					
			154.50	04/14/2017	UNT 170414143159CD	Union Dues - Teamsters
			121.00	04/14/2017	UNT 170414143159FN	Union Dues - Teamsters
			2,214.50	04/14/2017	UNT 170414143159PV	Union Dues - Teamsters
	GENERAL CHAUFFERS SALES DRIVER Total		2,490.00			
2306	TEMPLE DISPLAY LTD					
		91145	13,315.00	04/20/2017	16473	INVENTORY ITEMS
	TEMPLE DISPLAY LTD Total		13,315.00			
2311	TESTING SERVICE CORP					
		90578	10,600.00	04/13/2017	IN105699	SOIL BORINGS
	TESTING SERVICE CORP Total		10,600.00			
2314	3M VHS0733					
		91062	297.00	04/13/2017	SS54396	INVENTORY ITEMS
		89827	1,593.00	04/13/2017	SS55205	INVENTORY ITEMS
		91208	1,593.00	04/20/2017	SS56382	INVENTORY ITEMS
		91208	1,008.00	04/20/2017	SS56383	INVENTORY ITEMS
	3M VHS0733 Total		4,491.00			
2316	APC STORE					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			76.32	04/13/2017	478-430409A	PAY ACCT 4175 TO REV CREDI
		91283	65.78	04/13/2017	478-433171	INVENTORY ITEMS
		91314	328.62	04/13/2017	478-433391	INVENTORY ITEMS
	APC STORE Total		470.72			
2363	TROTTER & ASSOCIATES INC					
		88928	78,897.26	04/20/2017	13204	SS&DR SUB CONSULTANTS
		91159	1,050.00	04/20/2017	13256	PRAIRIE WTR MODELING -2
		91180	3,800.00	04/20/2017	13257	PRAIRIE WATER MODELING
		87696	46,208.25	04/20/2017	13262	PHOSPHORUS REMOVAL IEPA
	TROTTER & ASSOCIATES INC Total		129,955.51			
2364	TROJAN TECHNOLOGIES LLC					
		91108	4,882.39	04/13/2017	SLS/10260126	SEAL KIT/LAMP/CLEANER
		91108	1,391.10	04/13/2017	SLS/10260127	SEAL KIT/WIPER/BEARING
	TROJAN TECHNOLOGIES LLC Total		6,273.49			
2373	TYLER MEDICAL SERVICES					
		89950	460.00	04/13/2017	385598	WELLNESS FAIR
		87683	310.00	04/20/2017	385760	MONTHLY RANDOMS
	TYLER MEDICAL SERVICES Total		770.00			
2383	UNITED STATES POSTAL SERVICE					
			4,000.00	04/20/2017	6116619-0417	POSTAGE METER REIMB
	UNITED STATES POSTAL SERVICE Total		4,000.00			
2401	UNIVERSAL UTILITY SUPPLY INC					
		90775	3,196.92	04/13/2017	3024193	BASE PLATE
		91365	442.25	04/20/2017	3024287	INVENTORY ITEMS
	UNIVERSAL UTILITY SUPPLY INC Total		3,639.17			
2403	UNITED PARCEL SERVICE					
			94.75	04/13/2017	0000650961147	WEEKLY SHIPPING COSTS
	UNITED PARCEL SERVICE Total		94.75			
2410	VALLEY LOCK CO					
		87720	45.00	04/20/2017	61152	10 KEYS FOR ELEVATOR
	VALLEY LOCK CO Total		45.00			
2413	VALLEY FIRE PROTECTION SERVICE					
		91327	435.00	04/13/2017	137022	SERVICE CALL 100 ILLNOIS AVI

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	VALLEY FIRE PROTECTION SERVICE Total		<u>435.00</u>			
2428	VERMEER MIDWEST					
		91090	265.89	04/13/2017	PA7945	BATTERY CABLE
		91175	1,710.00	04/13/2017	R13165	VALUE PACKAGE
	VERMEER MIDWEST Total		<u>1,975.89</u>			
2429	VERIZON WIRELESS					
			8,372.45	04/13/2017	9783246189	
	VERIZON WIRELESS Total		<u>8,372.45</u>			
2432	VESCO DIVISION OF THE STRAITS					
		91288	92.18	04/20/2017	40257	XEROGRAPHIC BOND PAPER
	VESCO DIVISION OF THE STRAITS Total		<u>92.18</u>			
2455	RICHARD WADDA					
			155.10	04/13/2017	041217	SAFETY BOOTS AMAZON 4/4/17
	RICHARD WADDA Total		<u>155.10</u>			
2470	WAREHOUSE DIRECT					
		91093	21.22	04/13/2017	3415174-0	OFFICE SUPPLIES - FD
		87534	18.87	04/13/2017	3417876-0	OFFICE SUPPLIES - PD
		87649	71.44	04/13/2017	3417905-0	OFFICE SUPPLIES - PW
		87534	17.22	04/13/2017	3419025-0	OFFICE SUPPLIES - PD
		87557	39.82	04/13/2017	3419032-0	OFFICE SUPPLIES - CDE
		91161	827.98	04/13/2017	3421805-0	OFFICE CHAIRS
		87534	141.63	04/20/2017	3428386-0	OFFICE SUPPLIES - PD
		87534	43.84	04/20/2017	3428448-0	OFFICE SUPPLIES - PD
		88488	34.24	04/20/2017	3431463-0	OFFICE SUPPLIES - BCE
		87772	347.47	04/20/2017	3432262-0	OFFICE SUPPLIES FOR CITY H/
		87609	245.67	04/20/2017	87609	OFFICE SUPPLIES - ELEC/ENG
		88059	37.44	04/20/2017	3427014-0	OFFICE SUPPLIES - CA
		87653	24.52	04/20/2017	3427037-0	OFFICE SUPPLIES - PW
		91161	88.50	04/13/2017	3423429-0	SHIPPING - IN#3421805-0
		88488	133.13	04/13/2017	3423657-0	OFFICE SUPPLIES - BCE
		88488	142.83	04/13/2017	3425024-0	OFFICE SUPPLIES - BCE
		87772	23.91	04/13/2017	3425863-0	OFFICE SUPPLIES - CH
	WAREHOUSE DIRECT Total		<u>2,259.73</u>			
2485	WBK ENGINEERING LLC					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		88713	1,331.00	04/13/2017	17610	IL 31 CULVERT IMPRVMENTS
		88798	603.00	04/20/2017	17645	STC KINETIC SCULPURE
		89354	3,271.50	04/20/2017	17646	RIVER PRK CONCEPT
		91078	4,445.00	04/20/2017	17647	PRAIRIE WINDS SBDVSN
	WBK ENGINEERING LLC Total		9,650.50			
2495	WEST SIDE TRACTOR SALES CO					
		87576	208.31	04/20/2017	N50367	SUPPLIES - FLEET DEPT
	WEST SIDE TRACTOR SALES CO Total		208.31			
2506	EESCO					
		91124	787.50	04/13/2017	925885	INVENTORY ITEMS
		90899	180.00	04/13/2017	927294	INVENTORY ITEMS
		91124	73.50	04/13/2017	927295	INVENTORY ITEMS
		91124	77.10	04/13/2017	929829	INVENTORY ITEMS
		91124	244.40	04/13/2017	930021	INVENTORY ITEMS
		89639	3,198.40	04/20/2017	981548	INVENTORY ITEMS
		91124	4.40	04/20/2017	949240	INVENTORY ITEMS
		89828	717.60	04/20/2017	957585	INVENTORY ITEMS
	EESCO Total		5,282.90			
2545	GRAINGER INC					
		91104	608.40	04/13/2017	9393603825	INVENTORY ITEMS
		91105	21.34	04/13/2017	9393603833	PIPE THREAD 120VAC
		91130	389.00	04/13/2017	9393817060	REEL ROLLER
		91142	152.60	04/13/2017	9395194831	TRAFFIC CONES
		90930	33.60	04/20/2017	9381757815	WINDOW/DOOR SEALANT
		91100	18.48	04/20/2017	9391401768	STANCHION KIT/HAND RAIL
		91252	577.06	04/20/2017	9404629397	INVENTORY ITEMS
		91212	214.44	04/20/2017	9401462313	CAP MOUNTED EAR MUFF
		91206	147.86	04/20/2017	9401654430	WORK BOOTS
		90793	114.60	04/20/2017	9402183769	PED ELECTRODE PADS
		91216	215.22	04/20/2017	9402653662	SPOLENOID ASSEMBLY
		91222	29.03	04/20/2017	9403121834	TRASH GRABBER
		91271	61.80	04/20/2017	9404629389	INVENTORY ITEMS
	GRAINGER INC Total		2,583.43			
2637	ILLINOIS DEPT OF REVENUE					
			124,604.83	04/13/2017	041317	ELEC EXCISE TAX MARCH 2017
			601.00	04/14/2017	ILST170414143159CA	Illinois State Tax

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			1,451.67	04/14/2017	ILST170414143159CD	Illinois State Tax
			6,164.27	04/14/2017	ILST170414143159FD	Illinois State Tax
			1,686.19	04/14/2017	ILST170414143159FN	Illinois State Tax
			570.11	04/14/2017	ILST170414143159HR	Illinois State Tax
			1,259.89	04/14/2017	ILST170414143159IS	Illinois State Tax
			7,535.71	04/14/2017	ILST170414143159PD	Illinois State Tax
			9,644.05	04/14/2017	ILST170414143159PW	Illinois State Tax
	ILLINOIS DEPT OF REVENUE Total		153,517.72			
2638	INTERNAL REVENUE SERVICE					
			1,227.13	04/14/2017	FICA170414143159CA	FICA Employee
			2,781.15	04/14/2017	FICA170414143159CD	FICA Employee
			467.81	04/14/2017	FICA170414143159FD	FICA Employee
			3,157.34	04/14/2017	FICA170414143159FN	FICA Employee
			1,094.89	04/14/2017	FICA170414143159HR	FICA Employee
			2,453.81	04/14/2017	FICA170414143159IS	FICA Employee
			256.05	04/14/2017	MEDR170414143159H	Medicare Employer
			573.87	04/14/2017	MEDR170414143159IS	Medicare Employer
			3,462.79	04/14/2017	MEDR170414143159P	Medicare Employer
			4,116.91	04/14/2017	MEDR170414143159P	Medicare Employer
			3,459.61	04/14/2017	MEDE170414143159PI	Medicare Employee
			4,116.91	04/14/2017	MEDE170414143159PI	Medicare Employee
			287.03	04/14/2017	MEDR170414143159C	Medicare Employer
			650.44	04/14/2017	MEDR170414143159C	Medicare Employer
			2,785.89	04/14/2017	MEDR170414143159FI	Medicare Employer
			738.43	04/14/2017	MEDR170414143159FI	Medicare Employer
			287.03	04/14/2017	MEDE170414143159C	Medicare Employee
			650.44	04/14/2017	MEDE170414143159C	Medicare Employee
			2,789.07	04/14/2017	MEDE170414143159FI	Medicare Employee
			738.43	04/14/2017	MEDE170414143159FI	Medicare Employee
			256.05	04/14/2017	MEDE170414143159H	Medicare Employee
			573.87	04/14/2017	MEDE170414143159IS	Medicare Employee
			25,065.37	04/14/2017	FIT 170414143159FD	Federal Withholding Tax
			6,609.79	04/14/2017	FIT 170414143159FN	Federal Withholding Tax
			2,260.45	04/14/2017	FIT 170414143159HR	Federal Withholding Tax
			4,060.83	04/14/2017	FIT 170414143159IS	Federal Withholding Tax
			28,727.05	04/14/2017	FIT 170414143159PD	Federal Withholding Tax
			35,730.75	04/14/2017	FIT 170414143159PW	Federal Withholding Tax
			1,094.89	04/14/2017	FICE170414143159HR	FICA Employer

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			2,453.81	04/14/2017	FICE170414143159IS	FICA Employer
			2,136.26	04/14/2017	FICE170414143159PD	FICA Employer
			17,603.12	04/14/2017	FICE170414143159PV	FICA Employer
			2,240.26	04/14/2017	FIT 170414143159CA	Federal Withholding Tax
			5,403.46	04/14/2017	FIT 170414143159CD	Federal Withholding Tax
			2,122.61	04/14/2017	FICA170414143159PD	FICA Employee
			17,603.12	04/14/2017	FICA170414143159PV	FICA Employee
			1,227.13	04/14/2017	FICE170414143159CA	FICA Employer
			2,781.15	04/14/2017	FICE170414143159CD	FICA Employer
			454.16	04/14/2017	FICE170414143159FD	FICA Employer
			3,157.34	04/14/2017	FICE170414143159FN	FICA Employer
	INTERNAL REVENUE SERVICE Total		197,656.50			
2639	STATE DISBURSEMENT UNIT					
			440.93	04/14/2017	0000000371704141431	IL Child Support Amount 1
			465.36	04/14/2017	0000000641704141431	IL Child Support Amount 2
			795.70	04/14/2017	0000001351704141431	IL Child Support Amount 1
			600.00	04/14/2017	0000001911704141431	IL Child Support Amount 1
			471.13	04/14/2017	0000001911704141431	IL Child Support Amount 1
			817.98	04/14/2017	0000001971704141431	IL CS Maintenance 1
			180.00	04/14/2017	0000012671704141431	IL Child Support Amount 1
			1,661.54	04/14/2017	0000002021704141431	IL CS Maintenance 1
			545.00	04/14/2017	0000002061704141431	IL Child Support Amount 1
			580.00	04/14/2017	0000002921704141431	IL Child Support Amount 1
			369.23	04/14/2017	0000004861704141431	IL Child Support Amount 1
			334.16	04/14/2017	0000011631704141431	IL Child Support Amount 1
			700.15	04/14/2017	0000012251704141431	IL Child Support Amount 1
	STATE DISBURSEMENT UNIT Total		7,961.18			
2643	DELTA DENTAL					
			4,063.68	04/10/2017	041017	DELTA DENTAL CLAIMS
			6,235.55	04/17/2017	041717	DELTA DENTAL CLAIMS
	DELTA DENTAL Total		10,299.23			
2644	IMRF					
			281,122.75	04/10/2017	041017	EE/ER VOLUNTARY MAR 2017
	IMRF Total		281,122.75			
2648	HEALTH CARE SERVICE CORP					
			111,853.38	04/17/2017	041717	MEDICAL CLAIMS

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	HEALTH CARE SERVICE CORP Total		<u>111,853.38</u>			
2652	JPMORGAN CHASE BANK NA					
			734.72	04/13/2017	032717SS	
			177.58	04/13/2017	032717CA	CC CHARGES MARCH 2017
			1,158.40	04/13/2017	032717CM	CC CHARGES MARCH 2017
			1,234.04	04/13/2017	032717DB	CC CHARGES MARCH 2017
			847.50	04/13/2017	032717KY	CC CHARGES MARCH 2017
			1,359.50	04/13/2017	032717LG	CC CHARGES MARCH 2017
			85.53	04/13/2017	032717RT	CC CHARGES MARCH 2017
			1,286.11	04/13/2017	032717TB	CC CHARGES MARCH 2017
			277.34	04/13/2017	032717TN	CC CHARGES MARCH 2017
			702.48	04/13/2017	032717DK	CC CHARGES MARCH 2017
			69.77	04/13/2017	032717JK	CC CHARGES MARCH 2017
			1,843.18	04/13/2017	032717JM	CC CHARGES MARCH 2017
			57.41	04/13/2017	032717JS	CC CHARGES MARCH 2017
			33.00	04/13/2017	032717KC	CC CHARGES MARCH 2017
			43,399.12	04/13/2017	032717KD	CC CHARGES MARCH 2017
	JPMORGAN CHASE BANK NA Total		<u>53,265.68</u>			
2656	DISH DBS CORP	87782	92.02	04/13/2017	040517	BILLING THRU 5/19/17
	DISH DBS CORP Total		<u>92.02</u>			
2673	RUSSELL C COLBY		333.00	04/20/2017	050517	PER DIEM APA - 5-5 THRU 5-9-1
	RUSSELL C COLBY Total		<u>333.00</u>			
2683	CONTINENTAL AMERICAN INSURANCE		59.89	04/14/2017	ACCG170414143159FI	AFLAC Accident Plan
			17.47	04/14/2017	ACCG170414143159FI	AFLAC Accident Plan
			17.48	04/14/2017	ACCG170414143159IS	AFLAC Accident Plan
			123.69	04/14/2017	ACCG170414143159PI	AFLAC Accident Plan
			68.07	04/14/2017	ACCG170414143159P'	AFLAC Accident Plan
	CONTINENTAL AMERICAN INSURANCE Total		<u>286.60</u>			
2695	JOHNATHON N LOSURDO		36.00	04/13/2017	041817	PER DIEM 4-18 THRU 4-20-17
	JOHNATHON N LOSURDO Total		<u>36.00</u>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
2737	R A ADAMS ENTERPRISES INC	91009	270.85	04/20/2017	799052	JACK
	R A ADAMS ENTERPRISES INC Total		270.85			
2740	C H HAGER EXCAVATING INC	42	6,581.50	04/13/2017	172	CRUSHED LIMESTONE
		42	6,282.21	04/13/2017	173	CRUSHED LIMESTONE
	C H HAGER EXCAVATING INC Total		12,863.71			
2756	RXBENEFITS INC.		37,737.14	04/21/2017	58369	PRESCRIPTION CLAIMS
	RXBENEFITS INC. Total		37,737.14			
2778	CLIENT FIRST CONSULTING GROUP	88387	1,518.75	04/20/2017	7521	MARCH SERVICES IT ASSISTAN
	CLIENT FIRST CONSULTING GROUP Total		1,518.75			
2803	MATTHEW WILSON		327.80	04/13/2017	041017	PER DIEM 4/23-28 IPSI BASIC
	MATTHEW WILSON Total		327.80			
2840	ST CHARLES ARTS COUNCIL	89324	1,050.00	04/20/2017	040717	ARTS COUNCIL ECON DEV PRC
	ST CHARLES ARTS COUNCIL Total		1,050.00			
2878	JASON ROWE		118.23	04/20/2017	041817	SAFETY BOOTS DICK'S 4/14/17
	JASON ROWE Total		118.23			
2901	FLOW TECHNICS INC	91188	2,500.00	04/20/2017	INV000005713	PUMP PULL AND INSTALL
		91273	494.50	04/20/2017	INV00005726	LABOR AND SHOP SUPPLIES
	FLOW TECHNICS INC Total		2,994.50			
2916	HAYDEN AND COMPANY	90527	5,720.00	04/20/2017	13688	MISC SUPPLIES - FD
	HAYDEN AND COMPANY Total		5,720.00			
2921	STRYPES PLUS MORE INC	90943	135.00	04/13/2017	13772	INSTALL VINYL PRINT

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	STRYPES PLUS MORE INC Total		<u>135.00</u>			
2929	FOOTE MIELKE CHAVEZ & O'NEIL		3,200.00	04/13/2017	3753	MARCH ORDINANCE PROSECL
	FOOTE MIELKE CHAVEZ & O'NEIL Total		<u>3,200.00</u>			
2950	MARY PORTER	91127	173.75	04/13/2017	1902624604	INVENTORY ITEMS
	MARY PORTER Total		<u>173.75</u>			
2974	HOSCHEIT MCGUIRK MCCracken &		1,000.00	04/20/2017	A25059-1-0317	MONTHLY BILLING MARCH
			580.00	04/20/2017	A25059-10-0317	
			2,180.00	04/20/2017	A25059-2-0317	
			4,000.00	04/20/2017	A25059-3-0317	
			260.00	04/20/2017	A25059-5-0317	
			3,680.00	04/20/2017	A25059-7-0317	
			2,500.00	04/20/2017	A25059-8-0317	
	HOSCHEIT MCGUIRK MCCracken & Total		<u>14,200.00</u>			
2990	HAWKINS INC	50	5,358.21	04/13/2017	4047171	CHEMICALS
		50	270.00	04/20/2017	4057152	CHLORINE
	HAWKINS INC Total		<u>5,628.21</u>			
3002	JET SERVICES INC	87547	130.00	04/20/2017	990020715	SHREDDING SVC
	JET SERVICES INC Total		<u>130.00</u>			
3008	RIVER CORRIDOR FOUNDATION		1,668.00	04/20/2017	2	VOLUNTEER DATABASE
	RIVER CORRIDOR FOUNDATION Total		<u>1,668.00</u>			
3021	AARON PETSCHOW		93.09	04/20/2017	041417	(2) JEANS DULUTH 3/19/17
	AARON PETSCHOW Total		<u>93.09</u>			
3097	PATRICK SKARBONKIEWICZ		129.99	04/20/2017	041917	SAFETY BOOTS 4/18/17 RWS
	PATRICK SKARBONKIEWICZ Total		<u>129.99</u>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
3102	RUSH PARTS CENTERS OF ILLINOIS					
		87571	69.22	04/13/2017	3005869647	V#1724 RO#57826
		87571	60.14	04/20/2017	3005914705	V#1943 RO#57831
		87571	31.60	04/20/2017	3005915136	V#1943 RO#57831
		87571	52.16	04/20/2017	3005916457	V#1943 RO#57831
		87571	89.90	04/20/2017	3005920071	V#1797 RO#57834
		87571	236.95	04/20/2017	3005951572	VEH 1798 RO57852
		87571	135.98	04/13/2017	3005898968	SENSOR ASSEMBLY ENG OIL
		87571	505.99	04/13/2017	3005899330	V#1797 RO#57834
		87571	656.10	04/13/2017	30058998955	V#1943 RO#57831
	RUSH PARTS CENTERS OF ILLINOIS Total		1,838.04			
3107	DR SUDS LLC					
		87521	125.00	04/20/2017	10101	PD CAR WASHES
	DR SUDS LLC Total		125.00			
3116	CRAWFORD MURPHY & TILLY INC					
		90620	7,340.56	04/13/2017	112981	PRAIRIE CENTRE WTR MAIN
	CRAWFORD MURPHY & TILLY INC Total		7,340.56			
3147	DUPAGE TOPSOIL INC					
		91001	670.00	04/20/2017	043879	SEMIS PULV DIRT
	DUPAGE TOPSOIL INC Total		670.00			
3153	CALL ONE					
			3,618.92	04/20/2017	1214530-1139933-0417	MONTHLY BILLING
	CALL ONE Total		3,618.92			
3182	OZINGA READY MIX CONCRETE INC					
		44	695.00	04/13/2017	861949	818 HORNE ST
		44	806.00	04/20/2017	862417	416 N 2ND AVE
		44	907.00	04/20/2017	864472	CONCRETE
	OZINGA READY MIX CONCRETE INC Total		2,408.00			
3190	CRYE PRECISION LLC					
		90044	1,525.20	04/20/2017	IN00120843	MISC SUPPLIES - PD
	CRYE PRECISION LLC Total		1,525.20			
3236	HR GREEN INC					
		88258	5,981.00	04/13/2017	107716	IL 7TH AVE TYLER BASIN PROJ
		87838	533.50	04/20/2017	110775	7TH AVE PHASING/DEV

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	HR GREEN INC Total		<u>6,514.50</u>			
3289	VISION SERVICE PLAN OF IL NFP					
			5.68	04/14/2017	VSP 170414143159CA	Vision Plan Pre-tax
			56.76	04/14/2017	VSP 170414143159CD	Vision Plan Pre-tax
			195.03	04/14/2017	VSP 170414143159FD	Vision Plan Pre-tax
			41.81	04/14/2017	VSP 170414143159FN	Vision Plan Pre-tax
			12.11	04/14/2017	VSP 170414143159HR	Vision Plan Pre-tax
			51.27	04/14/2017	VSP 170414143159IS	Vision Plan Pre-tax
			202.06	04/14/2017	VSP 170414143159PD	Vision Plan Pre-tax
			310.33	04/14/2017	VSP 170414143159PV	Vision Plan Pre-tax
			72.39	04/20/2017	041917	COBRA AND RETIREE APRIL
	VISION SERVICE PLAN OF IL NFP Total		<u>947.44</u>			
3298	JENNIFER KUHN					
			797.50	04/13/2017	194	COORD SVCS MARCH
			16.63	04/13/2017	194A	MILEAGE
			266.63	04/13/2017	195	BOOK CLUB MTG/EC MTG/BOO
	JENNIFER KUHN Total		<u>1,080.76</u>			
3309	WAGEWORKS					
		87684	438.00	04/13/2017	INV88598	FSA ADMIN FEES
	WAGEWORKS Total		<u>438.00</u>			
3313	PETERSON AND MATZ INC					
		91020	1,057.58	04/13/2017	032416DWS	PUMP LOBE KIT
	PETERSON AND MATZ INC Total		<u>1,057.58</u>			
3317	TEREX UTILITIES INC					
		91234	86.30	04/20/2017	90829147	RO 57887 VEH 1933
	TEREX UTILITIES INC Total		<u>86.30</u>			
3323	Nicholas Montalbano					
			114.00	04/20/2017	041717	RECERTIFICATION ASE
	Nicholas Montalbano Total		<u>114.00</u>			
3333	AMERICA IN BLOOM					
		91301	1,199.00	04/13/2017	031317	REGISTRATION FEE AMERICAN
	AMERICA IN BLOOM Total		<u>1,199.00</u>			
3336	NETWORKFLEET INC					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		88319	643.40	04/20/2017	OSV00001032631	MONTHLY BILLING MARCH
		88319	102.00	04/20/2017	OSV00001036572	MONTHLY BILLING MARCH
		88319	85.00	04/20/2017	OSV00001040567	MONTHLY BILLING MARCH
	NETWORKFLEET INC Total		830.40			
3343	ILLINI POWER PRODUCTS COMPANY					
		90414	350.99	04/20/2017	SWO014410-1	GENERATOR MAINTENANCE
		90414	350.99	04/20/2017	SWO014411-1	GENERATOR MAINTENANCE
		90414	339.83	04/20/2017	SWO014415-1	GENERATOR MAINTENANCE
		90414	339.83	04/20/2017	SWO014416-1	GENERATOR MAINTENANCE
		90414	345.41	04/20/2017	SWO014417-1	GENERATOR MAINTENANCE
		90414	345.41	04/20/2017	SWO014418-1	GENERATOR MAINTENANCE
		90414	541.25	04/20/2017	SWO014661-1	GENERATOR MAINTENANCE
		90414	345.41	04/20/2017	SWO014662-1	GENERATOR MAINTENANCE
		90414	863.00	04/20/2017	SWO014435-1	GENERATOR MAINTENANCE
		90414	350.99	04/20/2017	SWO014437-1	GENERATOR MAINTENANCE
		90414	345.41	04/20/2017	SWO014438-1	GENERATOR MAINTENANCE
		90414	530.87	04/20/2017	SWO014439-1	GENERATOR MAINTENANCE
		90414	664.26	04/20/2017	SWO014440-1	GENERATOR MAINTENANCE
		90414	2,747.90	04/20/2017	SWO014441-1	GENERATOR MAINTENANCE
		90414	350.99	04/20/2017	SWO014419-1	GENERATOR MAINTENANCE
		90414	345.41	04/20/2017	SWO014423-1	GENERATOR MAINTENANCE
		90414	1,407.16	04/20/2017	SWO014426-1	GENERATOR MAINTENANCE
		90414	1,238.97	04/20/2017	SWO014429-1	GENERATOR MAINTENANCE
		90414	308.22	04/20/2017	SWO014430-1	GENERATOR MAINTENANCE
		90414	838.56	04/20/2017	SWO014434-1	GENERATOR MAINTENANCE
	ILLINI POWER PRODUCTS COMPANY Total		12,950.86			
3347	WAGEWORKS-ACH					
			4,688.23	04/11/2017	INV104650	FLEX SPENDING CLAIMS
			4,836.14	04/18/2017	INV110630	FLEX SPENDING CLAIMS
	WAGEWORKS-ACH Total		9,524.37			
3354	DITCH WITCH OF ILLINOIS INC					
		91235	170.35	04/20/2017	PSO043713-1	INVENTORY ITEMS
	DITCH WITCH OF ILLINOIS INC Total		170.35			
3357	A&L TOOLS INC					
		91186	15.50	04/13/2017	03231740869	SOLDER ATTACHEMENT
		91183	97.75	04/13/2017	03231740870	BUTANE SOLDER

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	A&L TOOLS INC Total		<u>113.25</u>			
3392	DULUTH HOLDINGS INC	91211	56.49	04/20/2017	P654467400014	CARPENTER TWILL PANTS
	DULUTH HOLDINGS INC Total		<u>56.49</u>			
3408	ULINE INC	91157	243.48	04/13/2017	85441216	MISC SUPPLIES
	ULINE INC Total		<u>243.48</u>			
3433	INTERSTATE POWER SYSTEMS INC	91240	295.00	04/20/2017	R0420009359:01	LABOR
		91241	295.00	04/20/2017	R042009332:01	DYNO TESTING
		91239	295.00	04/20/2017	R042009333:01	LABOR
	INTERSTATE POWER SYSTEMS INC Total		<u>885.00</u>			
3460	Joseph Dony		362.10	04/13/2017	040617	GUN PURCHASE
	Joseph Dony Total		<u>362.10</u>			
3469	HEALTH ENDEAVORS SC	90796	3,420.00	04/20/2017	6111	MISC TESTING FOR EVALUATIK
	HEALTH ENDEAVORS SC Total		<u>3,420.00</u>			
3517	MCHENRY ANALYTICAL WATER	87835	190.00	04/20/2017	593736	SOC SAMPLES FOR WATER DE
		87835	72.00	04/20/2017	593847	FLUORIDE SAMPLES WATER D
	MCHENRY ANALYTICAL WATER Total		<u>262.00</u>			
3519	DAY ROBERT & MORRISON PC		40.00	04/20/2017	29402	FILE NO 16-02-1983 PHEASANT
	DAY ROBERT & MORRISON PC Total		<u>40.00</u>			
3539	PREVENTATIVE MAINTENANCE SYSTM	87551	140.00	04/13/2017	203474	TRUCK TESTING SERVICES
	PREVENTATIVE MAINTENANCE SYSTM Total		<u>140.00</u>			
3561	ADVANCED ELEVATOR COMPANY	87817	500.00	04/20/2017	40856	ELEV MAINTENANCE
	ADVANCED ELEVATOR COMPANY Total		<u>500.00</u>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
3576	CAROLE MURPHY		56.16	04/20/2017	041917	BYSTWD TABLE DECORATIONS
	CAROLE MURPHY Total		56.16			
3640	Daniel Mormino		103.68	04/20/2017	041717	(4) JEANS MEIJER 4/16/17
	Daniel Mormino Total		103.68			
3653	TYLER TECHNOLOGIES INC	91043	3,575.00	04/20/2017	030-8185	BAR CODING EQUIPMENT
	TYLER TECHNOLOGIES INC Total		3,575.00			
3658	LUTZCO INC	91139	117.70	04/20/2017	0033250-IN	OVERALLS/JACKET
	LUTZCO INC Total		117.70			
3690	K & R WHOLESALERS INC	89443	1,259.93	04/13/2017	4846	TIRE AND LABOR
	K & R WHOLESALERS INC Total		1,259.93			
3739	ALAMON TELCO INC	90593	8,820.00	04/20/2017	BILL0032413	POLE INSPECTION
		90593	8,820.00	04/20/2017	BILL0032413	POLE INSPECTION
		90593	-8,820.00	04/20/2017	BILL0032413	POLE INSPECTION
		90593	-8,820.00	04/20/2017	BILL0032413	POLE INSPECTION
	ALAMON TELCO INC Total		0.00			
3762	FIREHOUSE INNOVATIONS CORP	90951	7,580.33	04/20/2017	001124	MULTI-FORCE DOOR
	FIREHOUSE INNOVATIONS CORP Total		7,580.33			
3771	BOERGER LLC	91109	2,342.30	04/13/2017	34002704	PLATES/TRI-LOBE PROFILES
	BOERGER LLC Total		2,342.30			
3776	ABS GRAPHICS INC	91149	932.05	04/20/2017	011914	ARBOR DAY BANNER
	ABS GRAPHICS INC Total		932.05			
3779	TFW SOLUTIONS INC	91219	298.96	04/13/2017	121301	REST @ 1618 TYLER RD

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	TFW SOLUTIONS INC Total		<u>298.96</u>			
9990006	S T ROOFING INC		5.00	04/20/2017	17-25247	OVERPAYMENT-ROOF PERMIT
	S T ROOFING INC Total		<u>5.00</u>			
	Grand Total:		<u>4,857,473.24</u>			

The above expenditures have been approved for payment:

Chairman, Government Operations Committee

Date

Vice Chairman, Government Operations Committee

Date

Finance Director

Date

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number:

Title:

Resolution Authorizing the Execution of an Agreement between the City of St. Charles and the Metropolitan Alliance of Police St. Charles Chapter 28 (Sergeants)

Presenter:

Jennifer McMahon, Director of Human Resources

Meeting: City Council

Date: May 1, 2017

Proposed Cost: \$ N/A

Budgeted Amount: \$818,224

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

Attached for Council consideration, is a resolution authorizing execution of a collective bargaining agreement that was unanimously ratified by the Metropolitan Alliance of Police St. Charles Chapter 28 (Sergeants) following collective bargaining. The agreement would be effective from May 1, 2017, through April 30, 2021. The wage schedule specifies a 2% increase for each fiscal year of the contract.

Attachments (*please list*):

- A Resolution Authorizing the Execution of an Agreement between the City of St. Charles and Metropolitan Alliance of Police St. Charles Chapter 28 (Sergeants)
- Agreement Between the City of St. Charles and Metropolitan Alliance of Police St. Charles Chapter 28 (Sergeants)

Recommendation/Suggested Action (*briefly explain*):

Recommendation to approve a resolution authorizing the execution of an agreement between the City of St. Charles and Metropolitan Alliance of Police St. Charles Chapter 28 (Sergeants)

**City of St. Charles, Illinois
Resolution No. 2017 - ____**

**A Resolution Authorizing the Execution of
an Agreement between the City of St. Charles and
Metropolitan Alliance of Police St. Charles Chapter 28**

**Presented & Passed by the
City Council on May 1, 2017**

WHEREAS, the Metropolitan Alliance of Police St. Charles Chapter 28 (MAP) completed bargaining and ratified the proposed agreement with the City that resulted from such bargaining; and

WHEREAS, the Mayor and City Council has reviewed and discussed the proposed agreement;

NOW THEREFORE, be it resolved by the authorities of the City of St. Charles that Mark Koenen, City Administrator, is hereby authorized to execute a contract between the City of St. Charles and the Metropolitan Alliance of Police St. Charles Chapter 28, effective May 1, 2017, through April 30, 2021.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 1st day of May, 2017.

PRESENTED by the City Council of the City of St. Charles, Illinois, this 1st day of May, 2017.

APPROVED by the Mayor of the City of St. Charles, Illinois, this 1st day of May, 2017.

Raymond P. Rogina, Mayor

ATTEST:

Nancy Garrison, City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



ST. CHARLES
SINCE 1834

Agreement
Between
the City of St. Charles, Illinois
and



Metropolitan Alliance of Police
St. Charles Chapter 28

May 1, 2017 – April 30, 2021

Table of Contents

PREAMBLE.....	6
ARTICLE I RECOGNITION	6
Section 1.1. Recognition of Bargaining Agent.	6
Section 1.2. Gender.....	6
Section 1.3. MAP Bulletin Board.	6
Section 1.4. Representation Time.	6
ARTICLE II MANAGEMENT.....	7
Section 2.1. Management of the City and Police Department.	7
Section 2.2. Authority of the Board of Fire and Police Commissioners.....	7
ARTICLE III PERSONNEL FILES	8
Section 3.1. Personnel Files.....	8
Section 3.2. Purge of Personnel Files.....	8
ARTICLE IV UNION SECURITY	8
Section 4.1. Dues Deductions.	8
Section 4.2. Union Indemnification.	8
Section 4.3. Fair Share.....	8
ARTICLE V NO STRIKE, NO LOCKOUT.....	9
Section 5.1. No Strike.	9
Section 5.2. No Lockout.....	9
ARTICLE VI GRIEVANCE PROCEDURE	9
Section 6.1. Definition of Grievance.....	9
Section 6.2. Grievance Procedure.....	9
Section 6.3. Binding Arbitration.....	10
Section 6.4. Time Limits.....	11
Section 6.5. Investigation and Discussion.....	11

Section 6.6.	Suspension or Termination.	11
ARTICLE VII TUITION REIMBURSEMENT		11
Section 7.1.	Tuition Reimbursement.....	11
ARTICLE VIII HOURS OF WORK: OVERTIME OF WORK		12
Section 8.1.	No Guarantee.	12
Section 8.2.	Normal Work Cycle.	12
Section 8.3.	Shift Changes.	12
Section 8.4.	Overtime.....	12
Section 8.5.	Court Time.	12
Section 8.6.	Call Back Time.	13
Section 8.7.	Standby.....	13
Section 8.8.	On Call Time.....	13
ARTICLE IX VACATIONS.....		13
Section 9.1.	Eligibility and Allowances.....	13
Section 9.2.	Vacation Pay.	14
Section 9.3.	Time for Vacations.....	14
Section 9.4.	Scheduling.....	14
Section 9.5.	Separation.....	15
ARTICLE X HOLIDAYS.....		15
Section 10.1.	Holidays Observed.	15
Section 10.2.	Personal Days.....	15
Section 10.3.	Eligibility for Holiday Pay.	15
Section 10.4.	Definition.	16
Section 10.4.	Held-Time Off.....	16
Section 10.5.	Procedures To Be Continued.	16
ARTICLE XI INSURANCE.....		16
Section 11.1.	Insurance.	16

Section 11. 2. Terms of Insurance Policies to Govern.....	17
Section 11.3 Retirement Healthcare Funding Plan (RHFP).....	17
ARTICLE XII SICK LEAVE	17
Section 12.1. Purpose.....	17
Section 12.2. Sick Leave Accrual.	18
Section 12.3. Sick Leave Buyback.....	18
ARTICLE XIII LEAVES OF ABSENCE.....	18
Section 13.1. Leave of Absence.....	18
Section 13.2. Jury Duty.....	22
Section 13.3. Funeral Leave.....	22
ARTICLE XIV SENIORITY, PROBATIONARY PERIOD, LAYOFF AND RECALL.....	23
Section 14.1. Seniority.....	23
Section 14.2. Purpose of Seniority.....	23
Section 14.3. Probationary Period.....	23
Section 14.4. Layoffs.	23
Section 14.5. Recall.	23
Section 14.6. Effects of Layoff.	23
Section 14.7. Posting of Seniority List.....	24
Section 14.8. Termination of Seniority.....	24
ARTICLE XV EXTRA DUTY.....	24
Section 15.1. Definition.	24
Section 15.2. Overtime Exclusion.....	25
Section 15.3. Priority of Regular Duty.....	25
Section 15.4. Pay for Extra Duty.	25
ARTICLE XVI WAGES.....	25
Section 16.1. Wage Schedule.....	25
Section 16.2. Temporary Assignment to Commander.	25

Section 16.3. Retroactivity.....	25
ARTICLE XVII UNIFORM ALLOWANCE.....	26
Section 17.1. Uniform Allowance.....	26
Section 17.2. Reimbursement For Destruction Of Personal Property.....	26
ARTICLE XVIII MISCELLANEOUS	26
Section 18.1. No Discrimination.....	26
Section 18.2. Bill of Rights.....	26
ARTICLE XIX LABOR-MANAGEMENT COMMITTEE/WRITTEN DIRECTIVES	27
Section 19.1. Scope.....	27
Section 19.2. Conditions.....	27
Section 19.3. Attendance.....	27
Section 19.4. Departmental Written Directives.....	27
ARTICLE XX MISCELLANEOUS PROVISIONS.....	28
Section 20.1. Ratification and Amendment.....	28
Section 20.2. Maintenance of Economic Benefits.....	28
ARTICLE XXI SAVINGS CLAUSE	28
Section 21.1. Savings Clause.....	28
ARTICLE XXII ENTIRE AGREEMENT.....	28
ARTICLE XXIII TERMINATION.....	29
Section 23.1. Termination in 2021.....	29
APPENDIX B SERGEANT BODY ARMOR REPLACEMENT LIST	31
SIDE LETTER SUBSTANCE USE POLICY	32
SIDE LETTER SICK BANK HOURS	38

PREAMBLE

THIS AGREEMENT is entered into by the City of St. Charles, Illinois (hereinafter referred to as the "City" or the "Employer") and the METROPOLITAN ALLIANCE OF POLICE, St. Charles Chapter #28 (hereinafter referred to as "MAP") is in recognition of MAP's status as the representative of certain of the City's full-time sworn Sergeants and has as its intent to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the City; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, the City and MAP do mutually promise and agree as follows:

ARTICLE I **RECOGNITION**

Section 1.1. Recognition of Bargaining Agent.

Pursuant to a certification by the Illinois Labor Relations Board in Case No. S-RC-07-103, the City recognizes MAP as the sole and exclusive collective bargaining representative for all full-time sworn peace officers in the rank of Sergeant employed by the City (hereinafter referred to as "Sergeants" or "employees"), but excluding all supervisory, managerial, and confidential employees as defined by the Illinois Public Labor Relations Act ("Act"), including all sworn peace officers below the rank of sergeant and above the rank of sergeant, any employees excluded from the definition of "peace officer" as defined in Section 3(k) of the Illinois Public Labor Relations Act, and all other employees employed by the City.

Unless the context indicates otherwise, the terms "Sergeant(s)" or "Police Sergeants" or "employee(s)" used herein shall refer exclusively to members of the above-described unit.

Section 1.2. Gender.

In this contract, the pronouns "he," "him," and "his" shall refer to both male and female employees equally.

Section 1.3. MAP Bulletin Board.

The City will make bulletin board space available in or proximate to the squad room for posting of MAP announcements and other items of legitimate MAP business, seniority roster, and education opportunities announcements.

Section 1.4. Representation Time.

A Police Sergeant who is in a representative capacity during his scheduled working hours shall be excused from his regular duties for the purpose of attending a meeting, without incurring additional cost, between MAP and the City for the purposes(s) of negotiations, adjustments of grievances, or transmittal of notices shall not suffer a loss in pay because of such attendance, provided that the City must have agreed to hold the meeting at such time. There shall be no claim under this provision for pay for any other than in relation to the regularly scheduled hour(s) of the police sergeant claiming such pay. MAP recognizes the essential need to minimize lost work time and to avoid interference with the work of the department. No pay shall be due under this section for a sergeant's attendance at any arbitration hearing, administrative proceeding, ILRB proceeding, disciplinary proceeding, bargaining session or in

connection with any union issued subpoena unless such attendance occurs during the sergeant's regularly scheduled work shift and it is held at the City of St. Charles. The sergeant's attendance must not impact the work shift or create additional cost to the City.

The employer agrees that sergeants shall be allowed to attend, without loss of pay, scheduled meetings of the chapter, provided that at least a forty-eight hour notice is provided in writing, and such meetings are within St. Charles city limits. Such sergeants must still respond to calls while on duty.

ARTICLE II **MANAGEMENT**

Section 2.1. Management of the City and Police Department.

Except as expressly limited by the express provisions of this agreement, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including but not limited to the right to make and implement decisions with respect to the following matters without having to negotiate over such decisions or the effects of such decisions: to establish, plan, direct, control, and determine the budget and all the operations, services, and missions of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work, to assign overtime; to transfer and reassign employees; to establish work and productivity standards; and, from time to time, to change those standards; to contract out for goods and services; to determine the methods, means, organization, and number of personnel by which departmental services shall be provided or purchased; to make, alter, and enforce reasonable rules, regulations, orders, policies, and procedures; to evaluate employees; to establish performance standards for employees; to change or eliminate existing methods, equipment, or facilities and to introduce new equipment or facilities or introduce ones; to determine training needs and assign employees to training; to determine work hours (shift hours); to determine internal investigation procedures; to determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement; to discipline, suspend and/or discharge non-probationary employees for cause in accordance with the applicable provisions of the Illinois Municipal Code (probationary employees without cause); and to relieve or lay off employees.

The City shall also have the right to take any and all actions as may be necessary to carry out the mission of the City and the Police Department in the event of civil emergency as may be declared by the City Mayor, the City Administrator, Police Chief, or their authorized designees, which may include, but are not limited to, riots, civil disorders, tornado conditions, floods, or other catastrophes or other emergencies. In the event of such emergency action, the provisions of this Agreement, other than the compensation provisions, may be suspended, provided that all the provisions of this Agreement shall be immediately reinstated once the local disaster or emergency condition ceases to exist.

Section 2.2 Authority of the Board of Fire and Police Commissioners.

This agreement is not intended to diminish or modify the statutory authority of the Board of Fire and Police Commissioners, St. Charles, Illinois. The parties recognize the authority of the Board with respect to residency requirements and other matters not relating to discipline.

ARTICLE III

PERSONNEL FILES

Section 3.1. Personnel Files.

The City agrees to abide by the lawful requirements of the "Personnel Records Review Act," 820 ILCS 40/1-40/13 as amended. Sergeants shall have access to their personnel record in accordance with said Act.

Section 3.2. Purge of Personnel Files.

Parties agree that should a sergeant receive a written reprimand or an oral reprimand which has been reduced to writing and further should said document be filed in the sergeant's personnel file, then the parties agree that should the sergeant not receive any further written reprimands or oral reprimands reduced to writing, for a period of twenty-four (24) consecutive months, then upon the sergeant's written request his personnel file shall be purged of the previous written reprimand or oral reprimand reduced to writing, provided, however, that any such discipline pertaining to harassment (as defined by City policy), workplace violence or threats, theft, or misappropriation of property shall not be subject to purge from the sergeant's personnel file.

ARTICLE IV

UNION SECURITY

Section 4.1. Dues Deductions.

Upon receipt of proper written authorization from an employee, the employer shall deduct each month's Metropolitan Alliance of Police dues in the amount certified by the treasurer of Metropolitan Alliance of Police from the pay of said sergeants covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made on a semi-monthly basis.

Section 4.2. Union Indemnification.

The Union shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs for counsel selected or approved by the Union that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the sergeant any such amount.

The foregoing indemnification clause shall not require the chapter to indemnify or hold the City harmless in the event the City initiates a cause of action against the chapter, unless the City initiates such an action in response to a claim or cause of action initiated by another party.

Section 4.3. Fair Share.

During the term of this Agreement, sergeants who are not members of Metropolitan Alliance of Police shall, commencing thirty (30) days after the effective date of this agreement, pay a fair share fee to Metropolitan Alliance of Police for collective bargaining and contract administration services tendered by Metropolitan Alliance of Police as the exclusive representative of the sergeants covered by this agreement. Such fair share fee shall be deducted by the City from the earnings of non-members and remitted to Metropolitan Alliance of Police each month. Metropolitan Alliance of Police shall annually submit to the City, a list of the sergeants covered by this Agreement who are not covered by Metropolitan Alliance of Police and an affidavit that specifies the amount of the fair share fee that shall be determined in accordance with the applicable law.

The parties agree that in the event of a legal challenge to the Fair Share Agreement, the Union will bear the entire burden of defense, provided that the City does not initiate or prosecute such a legal challenge. Further, the parties agree that the provision will not take effect until the Union provides an accounting to the City showing what the fair share is based on.

ARTICLE V

NO STRIKE, NO LOCKOUT

Section 5.1. No Strike.

MAP agrees on behalf of itself and the sergeants that neither it nor they will, singly or in concert, engage in, induce, call, authorize, support, promote, condone or participate in any strike, sympathy strike, work stoppage, intentional withholding of services, picketing of City offices, slow-down, sit-in, "blue-flu," "ticket-blitz," or intentional refusal to work at any time for any reason.

Section 5.2. No Lockout.

The City will not lockout sergeants; provided that a reduction in force, curtailment of operations, or individual termination or suspension shall not be construed as a lockout.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 6.1. Definition of Grievance.

A "grievance" is a difference of an opinion between a sergeant or MAP and the City with respect to the meaning or application of the express terms of this agreement. A representative of the Chapter 28 Board of Directors shall be designated to attend grievance meetings scheduled pursuant to Steps 2 or 3. The chapter representative may represent sergeants in Steps 1 and 2 of the grievance procedure. The City shall not be required to recognize as a representative for MAP any sergeant who is on suspension. MAP's legal counsel may participate in meetings held in Steps 3 or 4 of the grievance procedure.

Prior to filing a chapter grievance, MAP will arrange for a pre-grievance meeting, within five (5) administrative days of the first event giving rise to a possible grievance or within five (5) administrative days of when MAP, through the use of reasonable diligence, should have obtained knowledge of the first event giving rise to the possible grievance. If through such meeting, there is no mutually agreed upon solution, then MAP shall have the right to submit a grievance at Step 2 of the grievance procedure if the grievance alleges a violation, misinterpretation, or misapplication of any of the express provisions of this agreement that relates directly to chapter rights. Any such grievance shall be submitted within ten (10) calendar days of the first meeting.

Section 6.2. Grievance Procedure.

Recognizing that grievances should be raised and settled promptly, a grievance must be filed at Step 1 in writing within five (5) administrative working days after the occurrence of the event giving rise to the grievance or, if the event giving rise to the grievance is such that the sergeant would not normally be aware of it within the applicable period, then the time would commence within five (5) administrative working days after the sergeant reasonably should have been aware of that event, in accordance with the following procedure:

STEP ONE: Commander. By written notification from the sergeant to the Commander, setting forth the event giving rise to the grievance, the contract provision(s) involved, and the name of the sergeant. The Commander shall answer in five (5) administrative working

days (administrative working days are defined as: Monday, Tuesday, Wednesday, Thursday, Friday, between 8:00 a.m. and 4:30 p.m.) after hearing of the grievance and shall, if requested by the sergeant, meet to discuss the grievance prior to answering it. If no Commander is available prior to the end of the initial five (5) administrative working days then the grievance may be advanced by the sergeant to Step 2.

STEP TWO: Appeal to Deputy Chief. If the grievance is not settled in Step 1 or if an answer is not given within the time provided therefore and the sergeant decides to appeal, the sergeant shall, within five (5) administrative working days from receipt of the Step 1 answer or expiration of time provided therefore, to appeal in writing to the Deputy Chief. The police sergeant, a representative from the chapter board of directors, and the Deputy Chief will discuss the grievance at a mutually agreeable time. The Deputy Chief will give his answer in writing within five (5) administrative working days of the discussion to the grievant and chapter president.

STEP THREE: Appeal to Chief. If the grievance is not settled in Step 2 or if an answer is not given within the time provided therefore and the sergeant decides to appeal, the sergeant shall, within five (5) administrative working days from receipt of the Step 2 answer or expiration of time provided therefore, to appeal in writing to the Chief. The police sergeant, a representative from the chapter board of directors, and the Chief will discuss the grievance at a mutually agreeable time. The Chief will give his answer in writing within five (5) administrative working days of the discussion to the grievant and chapter president.

STEP FOUR: Appeal to the City Administrator. If the grievance is not settled in Step 3 and the sergeant decides to appeal, the sergeant shall, within five (5) administrative working days after receipt of the Step 3 answer or expiration of time provided therefore, file a written appeal to the City Administrator. A meeting between the City Administrator or his designee, the Chief of Police, the sergeant, and a designated member of the chapter board of directors or the chapter attorney will be held within fifteen (15) calendar days of the filing of the appeal to the City Administrator by the sergeant or MAP, at a mutually agreeable time. The City Administrator or his designee shall give his answer in writing within ten (10) administrative working days of the meeting to the grievant and chapter president.

Section 6.3. Binding Arbitration.

A grievance not settled in Step 4 may be appealed by MAP to arbitration by serving on the City, not later than twenty-one (21) calendar days after the date of the reply of the City Administrator or the City Administrator's designee, a written request to arbitrate. In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Upon receipt of the panel, the parties shall strike names alternately until only one name remains, and the person whose name remains shall be the arbitrator provided, that either party, before striking any names, shall have the right to reject one panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the City and MAP requesting that he set a time and a place for the hearing, subject to the availability of the City and MAP representatives.

Arbitrator's Authority. The arbitrator shall consider and decide only the questions of fact raised by the grievance, as originally submitted in writing at Step 1 (or Step 4) as to whether there has been a violation, misinterpretation, or misapplication of the express provisions of this agreement. The arbitrator shall have no power or authority to render a decision (1) contrary to the express provisions of this agreement or (2) restricting, limiting, or interfering in any manner with the powers, duties or responsibilities granted to or imposed on the City under this agreement, applicable law, or public policy. The arbitrator shall not have the power to amend, delete, add to, or change in any way any of the terms of this agreement or to impair, minimize, or reduce any of the rights reserved to management under the terms of Article II or other terms of this agreement, either directly or indirectly, nor shall the arbitrator

have the power to substitute the arbitrator's discretion for that of management. In addition, the arbitrator shall have no authority to impose upon any party any obligation not provided for explicitly in this agreement, or to issue any decision or propose any remedy which is retroactive beyond the period specified in Step 1 (or Step 4) of this grievance procedure. Any decision or award of the arbitrator rendered within the limitations of this section shall be binding upon MAP, the employee and the City.

Section 6.4. Time Limits.

No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 6.2. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the City, unless the parties have mutually agreed in writing to extend a relevant time limit. If the City fails to provide an answer within the time limits so provided, MAP may immediately appeal to the next step.

Section 6.5. Investigation and Discussion.

All grievance discussions and investigations shall take place in a manner that does not interfere with City operations.

Section 6.6. Suspension or Termination.

The parties agree that the Chief of Police (or acting Chief of Police) shall have the right to suspend a non-probationary sergeant for up to thirty (30) days without filing charges with the City Board of Fire and Police Commissioners. The decision of the Police Chief or the acting Chief of Police with respect to the suspension or dismissal action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure, provided a grievance is filed in writing within five (5) calendar days after such discipline is imposed. The sole recourse for appealing any such decision by the Chief of Police shall be for the sergeant to file a grievance as described herein.

If the sergeant elects to file a grievance as to his suspension or dismissal, the grievance shall be processed in accordance with Article VI of this agreement, except that it shall be filed at Step 3 of the procedure. If the grievance proceeds to arbitration and the arbitrator determines that the disciplinary action was not supported by just cause the arbitrator shall have the authority to rescind or to modify the disciplinary action and order back pay, or a portion thereof. No relief shall be available from the Board of Fire and Police Commissioners. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA.

Pursuant to Section 15 of the IPLRA and 65 ILCS 10-2.1-17, the foregoing provision with respect to the appeal and review of suspension or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be contained in the Rules and Regulations of the City Board of Fire and Police Commissioner.

ARTICLE VII

TUITION REIMBURSEMENT

Section 7.1. Tuition Reimbursement.

Any request for tuition reimbursement shall be submitted in accordance with the applicable provisions of the City policy manual, as the same may be changed from time to time by the City.

ARTICLE VIII

HOURS OF WORK: OVERTIME OF WORK

Section 8.1. No Guarantee.

Nothing in this agreement shall be construed as a guarantee of a maximum or minimum daily or weekly work schedule. This article VIII shall be used solely as a basis for computing overtime.

Section 8.2. Normal Work Cycle.

The work cycle for purposes of Section 7K of the Fair Labor Standards Act shall be seven (7) days. The City may assign sergeants to an 8.2 hour work day (five (5) consecutive days on, followed by (two) 2 days off), or it may assign sergeants to a 10.50 hour work day, (four (4) consecutive days on, followed by three (3) consecutive days off), or it may assign sergeants to a 12 hour day, during a seven (7) day period. Prior to the City initiating any change in schedule, the City must provide notice to the chapter, along with an opportunity to meet and discuss the reasons for said change. Any change would normally be effective with the first shift selection cycle following the notice of the decision to change.

The Chief of Police or his designee, based on consecutive days, followed by consecutive days off, may assign scheduled hours for a sergeant in a specialty assignment or on transitional duty.

The parties agree that hours worked, as mentioned above, shall include all hours actually worked and any paid leave of absence, which shall include, but shall not be limited to, sick leave, vacation leave, holiday leave and any other authorized paid time off, except that paid holiday pay for unworked holidays shall not be included in said calculation.

Section 8.3. Shift Changes.

The parties acknowledge that a seniority system for shift selection, which is currently in effect, is mutually satisfactory and shall remain in effect for the duration of the agreement.

Section 8.4. Overtime.

Hours worked by a sergeant in excess of forty-two (42) hours per seven day work cycle (a seven day period commencing each Monday at 12:01 a.m.), shall be paid for at time and one-half the sergeant's regular straight-time hourly rate. Overtime work must be approved in advance by the Police Chief or his designee. Overtime pay shall not be paid more than once for the same hours worked. Overtime pay shall not be paid for hours worked in excess of forty-two (42) hours per week due to a shift change. There shall be no pyramiding of overtime, and under no circumstances shall the City be obligated to pay for time not actually worked by the sergeant. If a sergeant is ordered to work beyond twelve (12) continuous hours, that sergeant shall be paid double time that sergeant's normal wage, and that sergeant will continue to be paid double time the sergeant's normal wage until said sergeant's shift ends. If it is operationally necessary for a sergeant to work overtime on a holiday as defined under Section 10.1, said sergeant shall be paid double that sergeant's normal wage for actual time worked after the end of their regularly scheduled holiday shift.

A covered sergeant shall receive overtime compensation when he works a designated overtime shift while utilizing vacation time scheduled as part of the sergeant's annual vacation selection only.

Section 8.5. Court Time.

Court time shall be counted to determine whether a sergeant has worked more than forty-two (42) hours per week for purposes of determining overtime pay eligibility. A sergeant who must report to court during his off-duty hours for reasons connected with departmental law enforcement functions and who must therefore make an extra trip to work, shall be guaranteed a minimum of three (3) hours pay at one and one-half times his regular rate, unless such time is part of the sergeant's scheduled shift. A

sergeant shall be paid for actual time spent in excess of three (3) hours. The term “court” as used herein does not include any administrative proceeding, such as a Board of Fire and Police Commission hearing, arbitration hearing, or any instance in which the sergeant is subpoenaed by MAP.

Section 8.6. Call Back Time.

For the purpose of this provision, a sergeant shall be deemed “called back” if notified after the expiration of a one (1) hour period following the scheduled end of his regularly scheduled straight-time work period or overtime extension thereof. For purposes of this section, “notification” shall mean direct, personal contact of the affected sergeant. A sergeant who is called back to duty after leaving work and before the start of his next regular scheduled assignment shall be guaranteed no less than two (2) hours work or, in lieu thereof, shall be guaranteed no less than two (2) hours pay at one and one-half times his regular rate.

Section 8.7. Standby.

The Parties agree that for the duration of this agreement, if a sergeant is requested by the State Attorney’s Office or any other outside agency to standby, said sergeant shall be treated as if on court time pursuant to Section 8.5 heretofore described and shall be treated and paid accordingly, provided such standby time is authorized by the Police Chief or his designee.

Section 8.8. On Call Time.

Any covered sergeant assigned to the uniform patrol section who is not on “standby” status as described in Section 8.7, and is directed by the Chief of Police or his designee to be available to respond to a call to active duty shall receive two (2) hours of paid time at his regular rate of pay, for each one (1) day on call. Any member assigned to the criminal investigations section covered by this agreement who is not on “standby” status as described in Section 8.7 and is directed by the Chief of Police or his designee to be available to respond to a call to active duty within a specific time period shall receive a minimum of one (1) hour held-time or one (1) hour paid time at his regular rate of pay for each one (1) day on call. If the sergeant is called out to active duty during his on call time then he shall be compensated as set forth in Section 8.6 of this agreement, in addition to the held-time received pursuant to this section.

ARTICLE IX VACATIONS

Section 9.1. Eligibility and Allowances.

Sergeants earn vacation allowance as of their date of hire. Sergeants shall earn vacation allowance in accordance with the following schedule:

Length of Continuous Service	Vacation Hours Per Year
1-4 Years	82 hours
5-9 Years	123 hours
10 Years	131.20 hours
11 Years	139.40 hours
12 Years	147.60 hours
13 Years	155.80 hours
14 Years	164.00 hours
15 Years	172.20 hours
16 Years	180.40 hours
17 Years	188.60 hours
18 Years	196.80 hours

19 Years	205.00 hours
----------	--------------

For sergeants in the bargaining unit as of August 14, 2009, and only those sergeants, vacation allowance at 19 years shall be 225 hours, instead of 205 hours.

Section 9.2. Vacation Pay.

The rate of vacation pay shall be the sergeant's regular straight-time rate of pay in effect for the sergeant's regular job classification on the pay day in which the sergeant actually takes vacation time.

Section 9.3. Time for Vacations.

1. Vacation time earned during one (1) full year of service may be used throughout the following year of service. A sergeant may, therefore, "carry over" all days earned during one (1) year of service into the next year of service, except as allowed under Section 2 below.
2. Any full-time sergeant covered by this agreement may not have more vacation accumulated than what the sergeant would earn in two (2) years at the sergeant's anniversary date. In the event that an effected sergeant has in excess of the maximum amount of accumulated vacation at the sergeant's anniversary date, said vacation time shall be reduced to the maximum allowable accumulation amount.
3. No payment in lieu of vacation time taken will be made except as provided at the time of resignation or unless the excess vacation accumulation occurred because the sergeant was asked to postpone previously scheduled vacation by his Chief of Police/supervisor. Any such vacation payment shall require a written application for payment, signed by the respective Chief of Police, which specifically defines the circumstances that necessitated its usage and that only the amount of vacation time which was actually postponed at the City's request will be eligible for payment.
4. Sergeants may use earned vacation time, held time, and personal time to schedule up to a maximum of thirty (30) days leave prior to his date of retirement, provided the sergeant gives the Chief of Police or his designee ninety (90) days' written notice of his retirement with the condition that his last day worked and his retirement date are both irrevocable. Utilization of vacation time prior to retirement must follow the provisions of Section 9.4. During this time off, the sergeant will not be able to accumulate any additional vacation time, held time, personal time, or sick time. Any vacation time, held time, personal time, or sick time remaining after the sergeant's retirement date will be paid out according to the applicable section of the contract or applicable law. Absent ninety (90) days prior notice as required by this section, a sergeant may not utilize accumulated vacation time to extend creditable service. If any sergeant attempts to use vacation time to extend creditable service without giving proper notice (90 days), the Union, City, and sergeants agree that the City shall report to the Pension Board the employee's seniority based on his last day of actual work prior to the vacation.

Section 9.4. Scheduling.

On or about November 15 the Chief of Police or his designee shall initiate the selection procedure to establish a schedule for vacation during the upcoming calendar year. The covered sergeants shall then select their vacation preferences in the order of their seniority within rank, with the most senior covered sergeant in rank having first choice, and schedule no less than one (1) day, no more than 14 consecutive days, inclusive of scheduled days off, of vacation at a time, except that lesser amounts may be scheduled at the request of, and at the approval of the Chief of Police or his designee after the initial selection round is complete. No sergeant may be off for more than 21 consecutive days, inclusive of scheduled days off. The vacation period requested, pursuant to this procedure, shall be submitted to the Chief of Police or his designee for approval by December 15 and the request shall be reviewed and if necessary modified by the Chief of Police in a vacation schedule posted on or before January 1. Thereafter vacation requests shall be handled on in accordance with Section 14.1 and subject to the scheduling of and approval by the City.

Sergeants shall be allowed to extend requested vacation times utilizing personal days and held holiday time with prior permission of the Chief of Police or his designee.

Notwithstanding the foregoing, it is expressly understood that the final right to designate and cancel vacation periods and other paid leaves, and the maximum number of employee(s) who may be on vacation or paid leave at any time is exclusively reserved by the Chief of Police in order to ensure the orderly performance of the services provided by the City.

Section 9.5. Separation.

The parties agree that upon a sergeant's separation from the department he shall receive compensation at his then hourly rate for each hour of accumulated, unused vacation time.

ARTICLE X **HOLIDAYS**

Section 10.1. Holidays Observed.

The paid holidays to be observed shall be as follows:

- New Year's Day (January 1)
- Good Friday (Friday before Easter)
- Memorial Day (Fourth Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Veteran's Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Day After Thanksgiving (Fourth Friday in November)
- Christmas Eve Day (full day) (December 24)
- Christmas Day (December 25)

Section 10.2. Personal Days.

All covered sergeants shall be entitled to thirty-two and eight-tenths (32.8) hours of personal time off exclusive of holidays per calendar year. Said personal time off shall be taken upon written request to, and approval from, the Chief of Police or his designee. Requests for personal time shall not be unreasonably denied.

Section 10.3. Eligibility for Holiday Pay.

A sergeant shall be eligible for holiday pay (8 hours at straight time) if he works his last scheduled shift before the holiday and the first scheduled shift after the holiday, provided that a sergeant who fails to work on either of the qualifying days with respect to a holiday shall nevertheless receive a holiday benefit for that holiday if:

1. He has been excused from so working by his supervisor; and
2. He has worked at least one (1) full shift or was on vacation during the pay period immediately preceding the holiday.

No sergeant shall be eligible for holiday pay if he was scheduled to work on the holiday and was sick.

Section 10.4. Definition.

The City at the start of each year shall announce calendar days that are recognized holidays. If an eligible sergeant performs work during a holiday, he shall be paid for the actual time worked at time and one-half. In addition, he shall receive eight (8) hours pay at straight time (holiday pay), pursuant to Section 10.2 of this Article.

Section 10.4. Held-Time Off.

The department command shall have the final responsibility for granting and scheduling specific requests for held-time off so that departmental services are not impaired. Requests for the use of accrued held-time off shall not be unreasonably denied. Requests for days off to compensate for a worked holiday shall be submitted no more than fourteen (14) nor less than one (1) day prior to the date requested; such request shall be approved or disapproved no more than ten (10) days or less than one (1) day prior to the date requested. Such approval shall be based upon seniority. Each sergeant covered by this agreement may maintain these hours and no more than 120 hours may be accumulated at any time. In lieu of using held time off, a sergeant may request payout of accrued time at the sergeant's applicable straight time hourly rate, in accordance with a procedure established by the City. When a sergeant has 120 hours in his bank, any held time off in excess of that shall be paid out at the sergeant's straight time hourly rate. In lieu of using held time off, a sergeant may request payout of accrued time at the sergeant's applicable straight time hourly rate, in accordance with the current procedure established by the City.

A sergeant may use any available held-time (except sick time) provided the sergeant has the available time in his bank.

Section 10.5. Procedures To Be Continued.

Current procedures for recording and applying the holiday benefit shall be continued, except as modified above, provided that each sergeant entitled to a deferred holiday benefit shall have said benefit reflected in the usual and customary method in effect on the date of the execution of this agreement.

ARTICLE XI **INSURANCE**

Section 11.1. Insurance.

A health, life, and accident insurance program shall be provided during the term of this agreement. Except as otherwise agreed, sergeants shall receive the benefit of any improvements in the insurance program accorded generally to other employees of the City. Each sergeant shall be given, upon being hired, a schedule or booklet outlining the benefits of the insurance program.

The City and the sergeant shall share the cost of the program. Sergeants will pay 25% of the insurance premium for dependents. The insurance co-payment will be based on the cost difference between single and family COBRA rates.

Sergeants will have the option of electing a flexible benefit plan to pay for deductibles and premiums with pre-tax dollars.

Sergeants shall have the right to participate in any wellness program being offered by the City to other employees of the City.

The City shall provide term life insurance in an amount equal to a sergeant's annual base salary.

Section 11.2. Terms of Insurance Policies to Govern.

The extent of coverage under the insurance plan or program documents referred to in this agreement shall be governed by the terms and conditions set forth in those policies or plans. Any questions or disputes concerning such insurance documents or benefits under them shall be resolved in accordance with the terms and conditions set forth in the policies or plans and shall not be subject to the grievance and arbitration procedures set forth in this agreement. The failure of any insurance carrier(s) or organization(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation under this agreement.

Section 11.3 Retirement Healthcare Funding Plan (RHFP)

The City shall establish and maintain a Retirement Healthcare Funding Plan (RHFP) for bargaining unit employees. The purpose of the plan is to provide the opportunity for these employees to accumulate assets to pay for medical and other eligible expenses at and during retirement. The plan shall be established in accordance with Section 501(c)(9) of the Internal Revenue Code. The City shall be responsible for set-up and administrative fees.

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

- To the extent permitted by the tax code, withhold 0.5% of employees' pre-tax salary per pay period and deposit into the RHFP.
- To the extent permitted by the tax code, upon retirement, 100% of employees' accrued sick time eligible for payment, as defined in Article XII, Section 12.3, shall be withheld pre-tax and deposited into the RHFP.

These contributions shall be effective beginning the first payroll period that falls at least seven (7) calendar days after receipt of a Letter of Determination from the Internal Revenue Service establishing that the RHFP is entitled to tax exempt status under Section 501(c)(9) of the Internal Revenue Code. No contributions shall be made to the RHFP plan based on wages earned before receipt of the Letter of Determination.

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

ARTICLE XII **SICK LEAVE**

Section 12.1. Purpose.

The purpose of sick leave is to provide a sergeant with protection against loss of income due to personal sickness or injury that prevents the performance of normal job duties. Sergeants may use accrued sick leave for illness, injury, or medical appointments of his child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. Per the Family Medical Leave Act (FMLA), other provisions shall be made if the dependent requires extended care. Sick leave is not to be considered a privilege that a sergeant may use at his discretion but shall be allowed only in cases of actual sickness or disability of the sergeant or to meet physical examination appointments or other sickness prevention measures, which prevents him from working. If a sergeant demonstrates a pattern of sick leave use, the sergeant may be required to file a physician's certificate to substantiate the illness of the sergeant, sergeant's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

Section 12.2. Sick Leave Accrual.

Sergeants will accumulate 8.2 hours per month (98.4 hours per year).

Section 12.3. Sick Leave Buyback.

Upon separation from service, other than involuntary termination, sergeants shall be compensated for all unused sick leave up to a maximum accrual of 600 hours.

**ARTICLE XIII
LEAVES OF ABSENCE**

Section 13.1. Leave of Absence.

A member of the bargaining unit may be granted job-protected unpaid family medical leave for up to twelve (12) weeks per twelve (12) month period for any one or more of the following reasons should he meet the eligibility requirements:

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

Definitions

12-Month Period: Means a rolling twelve (12) month period measured backward from the date leave is taken and continuous with each additional leave day taken.

Spouse: Spouse means a husband or wife as defined or recognized under state law for purposes of marriage in the state where the sergeant resides, including same-sex marriage. If both spouses work for the City of St. Charles, their leave in any twelve (12) month period may be limited to an aggregate of twelve (12) weeks if the leave is taken either for the birth or placement for adoption or foster care of a child or to care for a sick parent (but not parent-in-law). If both spouses work for the City of St. Charles, their leave in any twelve (12) month period may be limited to an aggregate of twelve (12) weeks if the leave is taken either for the birth or placement for adoption or foster care of a child or to care for a sick parent (but not parent-in-law).

Child: Means a child either under eighteen (18) years of age, or eighteen (18) years of age or older who is incapable of self-care because of a mental or physical disability as defined by the Americans with Disabilities Act. A sergeant's "child" is one for whom the sergeant has actual day-to-

day responsibility for care and includes, but is not limited to, a biological, adopted, foster, or step-child, a legal ward, or a child of a person standing in loco parentis.

Parent: A biological parent or an individual who stands or stood in loco parentis to a sergeant when the sergeant was a son or daughter as defined in “child” above. This term does not include parent-in-law.

Next of Kin: Nearest blood relative other than spouse, parent, son, or daughter in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins.

Serious Health Condition: Inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical-care facility, including any period of incapacity (i.e. inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care.

Continuing treatment by a health care provider includes:

1. A period of incapacity lasting more than three (3) consecutive, full calendar days and any subsequent treatment or period of incapacity relating to the same condition that also includes:
 - Treatment two or more times by or under the supervision of a healthcare provider (i.e. in-person visits, the first within seven (7) days and both within 30 days of the first day of incapacity); or
 - One treatment by a healthcare provider (i.e. an in-person visit within seven (7) days of the first day of incapacity) with a continuing regimen or treatment (i.e. prescription medication, physical therapy);
2. Any period of incapacity related to pregnancy or for prenatal care. A visit to the healthcare provider is not necessary for each absence;
3. Any period of incapacity or treatment for a chronic serious health condition that continues over an extended period of time, requires periodic visits (at least twice a year) to a healthcare provider, and may involve occasional episodes of incapacity. A visit to a healthcare provider is not necessary for each absence;
4. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a healthcare provider is required, rather than active treatment; or
5. An absence to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of three (3) or more days if not treated.

Exigent Circumstances: Exigent circumstances covers a qualifying exigency of short notice deployment or military events and related activities and the need to arrange for childcare and school activities; financial and legal arrangements; counseling; rest and recuperation; and post deployment activities. The need would arise out of the fact the sergeant, spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a call to duty in a foreign country. This means a reserve component service member was called to active duty during a time of war or national emergency, or a military operation in which active forces (reserve or regular military) face an enemy.

Coverage and Eligibility

To be eligible for family/medical leave a sergeant must:

1. Have worked for the City of St. Charles for at least twelve (12) months; and
2. Have worked at least 1,250 hours over the previous twelve (12) month period.

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

Intermittent or Reduced Leave

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

Medically necessary means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

The sergeant may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave when the leave is planned based on scheduled medical treatment.

A sergeant may take leave intermittently or on a reduced leave schedule for birth or placement for adoption or foster care of a child only with the approval of the department director and Director of Human Resources.

Substitution of Paid Leave Time

A sergeant will be required to substitute any accrued, unused sick time (except for the birth/adoption/foster care of a child), then any accrued, unused vacation time, followed by any accrued, unused personal time, as needed, for any part of a family/medical leave for any reason.

When a sergeant or spouse of a sergeant has a baby, the sergeant may substitute sick time for the serious health condition of the sergeant’s spouse or for the sergeant. This is usually (6) weeks for a normal birth and eight (8) weeks if a cesarean is needed, as indicated by the mother’s physician. Any additional time off would be deducted from vacation and personal time.

When a sergeant has used all of the above paid time for a portion of family/medical leave, the sergeant may request an additional period of unpaid leave to be granted so that the total of paid and unpaid leave provided for FMLA purposes equals twelve (12) weeks (26 weeks leave for caring for a service member).

FMLA runs concurrently with worker’s compensation and disability.

Notice Requirement

A sergeant is required to give immediate notice, or as soon as reasonably possible. A minimum thirty (30) day notice is required in the event of a foreseeable leave. A minimum ninety (90) day notice is required before the birth of a baby, including caring for a spouse after the birth. An “Employee Request for Family/Medical Leave” form should be completed by the sergeant and returned to Human Resources.

If a sergeant fails to give at least thirty (30) days’ notice for a foreseeable leave with no reasonable excuse for the delay, the leave will be denied until thirty (30) days after the sergeant provides notice.

In the event a sergeant is unable to work by reason of illness, injury, or disability, the sergeant must report the illness, injury, or disability as soon as the condition is known, and thereafter furnish to Human Resources a physician's written statement showing the nature of the condition and the estimated length of time that the sergeant will be unable to report to work along with an "Employee Request for Family/Medical Leave" form.

A sergeant undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruption to City operations.

In unexpected or unforeseeable situations, a sergeant should provide as much notice as practical, followed by a completed "Employee Request for Family/Medical Leave" form.

While on consecutive leave, sergeants are requested to report every two (2) weeks to Human Resources regarding the status of the medical condition and their intent to return to work.

Medical Certification

1. For leave taken because of the sergeant's or a covered family member's serious health condition, the sergeant must submit a completed "Certification of Health Care Provider" form and return the certification to Human Resources. Medical certification must be provided by the sergeant within fifteen (15) days after requested, or as soon as reasonably possible.
2. The City of St. Charles may require a second or third opinion (at its own expense), periodic reports on the sergeant's status and intent to return to work, and a fitness-for-duty report to return to work.
3. If intermittent or consecutive leave is longer than ninety (90) days, a new or updated "Certification of Health Care Provider" form will be required every six (6) months except for the birth of a child or an adoption.
4. All documentation related to the sergeant's or family member's medical condition will be held in strict confidence and maintained in a separate Family and Medical Leave file.
5. For leaves taken for active duty or to provide care for a serious injury or illness of a member of the Armed Forces, sergeant must submit a copy of the military orders along with a completed "Certification of Serious Injury or Illness of Veteran or Current Service Member."

Effects on Benefits

1. A sergeant granted a leave under this section will continue to be covered under the City of St. Charles group health insurance plan, life insurance plan, and long-term disability plan under the same conditions as coverage would have been provided if he had been continuously employed during the leave period.
2. Sergeant contributions will be required either through payroll deduction or by direct payment to the City of St. Charles. The sergeant will be advised in writing at the beginning of the leave period as to the amount of payment. Sergeant contribution amounts are subject to any change in rates that occurs while the sergeant is on leave.
3. If a sergeant's contribution is more than thirty (30) days late, the City of St. Charles may terminate the sergeant's insurance coverage for the duration of the leave.
4. If the City of St. Charles pays the sergeant contributions missed by the sergeant while on leave, the sergeant will be required to reimburse the City for delinquent payments upon return from the leave.
5. If the sergeant fails to return from unpaid family/medical leave for reasons other than 1) the continuation of a serious health condition of the sergeant or a covered family member or

2) circumstances beyond the sergeant's control (certification required within thirty (30) days of failure to return for either reason), the City of St. Charles may seek reimbursement from the sergeant for the portion of the premiums paid by the City of St. Charles on behalf of the sergeant (also known as the employer contribution) during the period on leave.

6. A sergeant is not entitled to seniority or benefit accrual during periods of unpaid leave, but will not lose anything accrued prior to leave.

Job Protection

If the sergeant returns to work immediately upon expiration of an approved Family Medical Leave, he/she will be reinstated to his/her former position or an equivalent position with equivalent pay, benefits, and working conditions.

The sergeant's restoration rights are the same as they would have been had the sergeant not been on leave. Thus, if the sergeant's position would have been eliminated or the sergeant would have been terminated but for the leave, the sergeant would not have the right to be reinstated upon return from leave.

Outside Employment

While the sergeant is off work from the employer due to sergeant's own serious health condition, the sergeant is prohibited from working for another employer.

Section 13.2. Jury Duty.

A sergeant who is required to report for jury duty shall be excused from work without loss of pay for the period of time that he is required to be away from work and during which he would have otherwise been scheduled to work. Furthermore, a sergeant who is scheduled to perform jury duty just prior to or immediately following his regular work shift shall work his regular shift and receive held-time off or straight-time pay for the number of hours he is required to serve such jury duty on that day. A sergeant shall immediately notify the Police Chief or his designee if he is required to report for jury duty. The sergeant will keep all compensation received for performing jury duty service.

Section 13.3. Funeral Leave.

In the event a sergeant suffers a death in his immediate family (defined, for purposes of this section as: spouse, child, parent, brother, sister, or grandparent, or parent, brother, sister or grandparent of spouse) an emergency paid leave of up to three (3) work days may be granted by the Chief of Police or his designee. Such time shall be used for the purpose of attending the funeral, necessary travel associated therewith, making funeral arrangements and attending to other matters which cannot be attended to outside work time and arising directly in relation to the relative's death, or funeral.

Exceptions to the foregoing may be made within the discretion of and by the consent of the Chief of Police upon written application of the sergeant. Paid leaves of absence in addition to the foregoing, arising in relation to death or serious illness of a sergeant's immediate family shall be handled as requests for, and chargeable to, sick leave.

Sergeants may receive up to two (2) weeks of unpaid leave following the loss of a child, or paid leave if the sergeant elects to use available paid benefit time. Note the three days funeral time can be used towards the paid benefit time. The City reserves the right to request verifying documentation in appropriate circumstances.

ARTICLE XIV

SENIORITY, PROBATIONARY PERIOD, LAYOFF AND RECALL

Section 14.1. Seniority.

Unless stated otherwise in this agreement, seniority for the purpose of this agreement shall be defined as a sergeant's length of continuous full-time service in rank with the City. Seniority shall not include periods of unpaid leave time in excess of thirty (30) days, except as otherwise required by applicable law. For purposes of extra duty assignments under Article XV only, seniority shall be based upon date of hire.

Section 14.2. Purpose of Seniority.

Sergeants shall be allowed preference for use of and scheduling of vacation time, work schedule selection, request for time off, first choice for extra duty among sergeants, and for first choice of approved hire-back according to seniority. Providing first choice for hire-back opportunities shall be the responsibility of the sergeants. Any ordering in by the City will be done by reverse seniority.

Section 14.3. Probationary Period.

Newly promoted sergeants shall be employed on a probationary period of one (1) year from the date of their initial promotion. In the event that the new sergeant's performance is not satisfactory and a Performance Improvement Plan (PIP) has been implemented and not met, the Sergeant will be demoted to officer with all the rights and privileges of officer, including seniority.

Section 14.4. Layoffs.

The City, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this agreement will be laid off in accordance with their length of service as provided in Illinois law, 65 ILCS 5/10-2.1-18.

Section 14.5. Recall.

Sergeants who are laid off shall be placed on a recall list for a period of two (2) years or the sergeant's length of service, whichever is less. If there is a recall, sergeants who are still on the recall list shall be recalled in the inverse order of their layoff. Sergeants who are eligible for recall shall be given fourteen (14) calendar day notice of recall and notice of recall shall be by certified or registered mail with a copy to MAP, provided that the sergeant must notify the Chief of Police or the Chief's designee of the sergeant's intention to return to work within seven (7) calendar days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, to the mailing address last provided by the sergeant, it being the obligation and responsibility of the sergeant to provide the Chief of Police or the Chief's designee with the latest mailing address. If a sergeant fails to respond in a timely manner to a recall notice, the sergeant's name shall be removed from the recall list.

Section 14.6. Effects of Layoff.

During the period of time that sergeants have recall rights as specified above, the following provisions shall be applicable to any non-probationary sergeants who are laid off by the City:

1. A sergeant shall be paid for any earned but unused vacation days.
2. A sergeant shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for single and, if desired, family coverage, in accordance with COBRA.
3. Upon recall, the sergeant's seniority shall be adjusted by the length of the layoff.

Section 14.7. Posting of Seniority List.

The City agrees to post annually a list covering the names of sergeants who are covered by this agreement, in order of seniority from last date of promotion in a position covered by this agreement. The city shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City in writing within fourteen (14) calendar days after MAP's receipt of the list.

Section 14.8. Termination of Seniority.

Seniority and the employment relationship shall be terminated for all purposes, if the employee:

- a. Quits;
- b. Is discharged;
- c. Voluntarily retires (or is retired should the City adopt and implement a legal mandatory retirement age);
- d. Fails to report to work at the conclusion of a leave of absence or vacation;
- e. Is laid off and fails to notify the Police Chief or his designee of his intention to return to work within three (3) calendar days after receiving notice of recall or seven (7) calendar days from the date of the mailing of the notice, whichever is less, or fails to return to work within fourteen (14) calendar days after his notification of intent to return to work or such further date that the City sets for the sergeant's return to work;
- f. Is laid off for a period in excess of two (2) year, or the sergeant's length of service, whichever is less;
- g. Does not perform work for the City for a period in excess of one (1) year, provided, however, this provision shall not be applicable to absences due to military service, established work related injury compensable under workers' compensation, disability pension, or a layoff where the sergeant has recall rights; or
- h. Is absent for two (2) consecutive working days without authorization unless there are proven extenuating circumstances beyond the sergeant's control that prevent notification.

ARTICLE XV
EXTRA DUTY

Section 15.1. Definition.

"Extra Duty" is worked by a sworn member of the police department on behalf of a governmental unit other than the City, a private business, or a private person which is paid for by such unit, business, or person through the City but which is subject to City regulations. In the case of special events, "extra duty" is an assignment, other than those involving control of traffic or pedestrians, or bike patrol, worked by a sworn member of the department on behalf of a governmental unit other than the City, a private business, or a private person which is paid for by such unit, business, or person, in part or in its entirety through the City but which is subject to City regulations.

The administration will notify the chapter board president or any sergeant of any extra duty opportunities that are received by the administration less than 72 hours from the requested duty for the purposes of notifying members of the extra duty opportunity.

As such, no sergeant will be ordered to work extra duty for another entity other than the City except as mandated by liquor law ordinance.

Section 15.2. Overtime Exclusion.

Extra duty shall be construed as work performed for the person or agency who requests it and not for the City; accordingly, time spent as such work shall not be counted for computing any sworn member's daily or weekly hours for straight-time or overtime purposes.

Section 15.3. Priority of Regular Duty.

In all cases, a sergeant's first and primary responsibility is the proper, efficient discharge of his police duties and performance of extra duty will not be permitted to interfere with such duties.

Section 15.4. Pay for Extra Duty.

Extra duty shall be compensated at the rate of one and one-half times the master police officer's hourly rate of pay, less applicable statutory deductions, except where such extra duty assignment was mandated by the Chief of Police or his designee, to be filled by the rank of sergeant. In this case, the affected sergeant shall be compensated at one and one-half said sergeant's regular pay. The City acknowledges that it shall be responsible for compensation as set forth herein, to any sworn sergeant who, in good faith, works and extra duty detail. Extra duty compensation shall be paid for actual hours worked.

ARTICLE XVI
WAGES

Section 16.1. Wage Schedule.

Increase wages by 2% effective May 1, 2017; by 2% effective May 1, 2018, by 2% effective May 1, 2019, and by 2% effective May 1, 2020, as reflected in Appendix A attached hereto and made a part hereof. A sergeant's hourly rate shall be determined by dividing his annual salary by the sergeant's regular annual scheduled hours of work.

Section 16.2. Temporary Assignment to Commander.

Any sergeant temporarily assigned to a Commander position for a period of thirty (30) days or more shall be compensated with a 5% increase to the maximum of the sergeant's salary range and the work schedule associated with that position.

Section 16.3. Retroactivity.

The City agrees to apply the wage schedule attached as Appendix A to the employees covered by this Agreement as provided herein on a retroactive basis, with such wage adjustments made retroactive to May 1, 2017, on all hours compensated by the City. This retroactive pay increase shall apply only to employees employed by the City on the date this Agreement is executed by both parties, and no other provision of this Agreement shall be applied retroactively, unless otherwise provided in this Agreement. This payment shall be made within 45 days of the signing, by both parties, of this agreement.

ARTICLE XVII

UNIFORM ALLOWANCE

Section 17.1. Uniform Allowance.

The City will provide to each sergeant covered by this agreement a uniform benefit. The uniform benefit amount shall be as follows:

May 1, 2017	\$825.00
May 1, 2018	\$825.00
May 1, 2019	\$825.00
May 1, 2020	\$825.00

A sergeant may select approved uniform items from a vendor or vendors selected by the City, and the City will pay for such purchases directly, not to exceed the annual uniform allowance specified above. Unused annual uniform benefits will not accumulate from one year to the next.

The City will also provide an additional benefit amount of up to \$400 for a bulletproof vest the first year of employment and every five (5) years thereafter. For the term of this agreement, sergeant vests shall be replaced as set forth in the vest replacement list, attached hereto as appendix B.

Sergeants shall be required to submit orders for uniforms and/or bulletproof vests by April 15 each year.

Section 17.2. Reimbursement For Destruction Of Personal Property.

Personal property required to be carried on duty, such as a watch, glasses, etc., shall be repaired or replaced at the Chief's discretion at reasonable price not to exceed \$250.00 in the event of damage pursuant to police duties.

ARTICLE XVIII

MISCELLANEOUS

Section 18.1. No Discrimination.

Neither the City nor MAP shall discriminate in violation of applicable law against any sergeant because of race, sex, age, disability, sexual orientation, creed, color, religion, or national origin. MAP shall represent all sergeants fairly without regard to Union affiliation, non-affiliation, or disaffiliation. Any alleged violations of this Section shall be resolved through the appropriate federal or state agency or court, and shall not be subject to the grievance procedure.

Section 18.2. Bill of Rights.

The City acknowledges its obligations under 50 ILCS 725/1 et seq., relative to actions taken by the Department that are subject to said law.

The sole remedy of any violation of the foregoing rights shall be to require that the procedure or access be followed or granted in line with legal requirements. In no case shall a violation of any of the foregoing serve to excuse employee misconduct or to mitigate or void any disciplinary or other action taken by the City to enforce discipline or to maintain efficiency.

ARTICLE XIX

LABOR-MANAGEMENT COMMITTEE/WRITTEN DIRECTIVES

Section 19.1. Scope.

The union and the employer mutually agree that in the interest of management and employee relations, it is desirable that meetings be held between union representatives and responsible administrative representatives of the employer. Such meetings shall be held as agreed to by both parties at a mutual time and place, but at a minimum once per quarter, unless mutually agreed upon to cancel the meeting. In addition to agreed-upon meetings, each party may request a meeting at least ten (10) calendar days in advance by placing, in writing, a request to the other for a meeting of the labor-management committee and expressly providing the agenda for such meeting. Such meetings shall be held in the police department or other mutually agreed upon place and limited to:

- a. Discussing the implementation and general administration of this agreement.
- b. A sharing of general information of interest to the parties.
- c. Notifying the union of changes in conditions of employment contemplated by the employer that may affect the sergeants.
- d. Conferring on matters of mutual interest.
- e. Safety practices and procedures with the police department, equipment additions and/or facility modifications
- f. Questions raised by sergeants about supervisory practices of the departmental command.

Section 19.2. Conditions.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at meetings of the labor-management committee, nor shall negotiations for the purpose of altering any or all terms of this agreement be carried on at such meetings.

Section 19.3. Attendance.

Attendance at a meeting of the labor-management committee shall be voluntary on the sergeant's part, and attendance during such meetings shall not be considered time worked for compensation purposes, except for sergeants who attend during working hours, the sergeant shall be permitted to attend without loss of pay.

Normally, up to three (3) persons from each side may attend these meetings, schedules permitting.

Section 19.4. Departmental Written Directives.

It is the department's right to issue written directives deemed necessary to maintain and/or improve professional and efficient department operations. To provide the union an opportunity to comment on written directives before implementation, the Chief will provide the Union with a copy of all written directives at least seven (7) calendar days before implementation, and will allow union sergeants an opportunity to submit written comments relating to said directive during that seven (7) day period.

Each sergeant shall continue to receive copies of departmental written directives. Any change in departmental written directives shall be distributed prior to implementation to each police sergeant. Charges for infraction(s) of the rules or the written directives of the department will be brought within thirty (30) days after command has knowledge of the events or circumstances upon which such charges are based. All investigations resulting from charges (other than criminal) shall be brought to a conclusion within one hundred eighty (180) days of charge(s) being brought against the sergeant.

ARTICLE XX

MISCELLANEOUS PROVISIONS

Section 20.1. Ratification and Amendment.

This Agreement shall become effective when ratified by the City and MAP and signed by authorized representative(s) thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 20.2. Maintenance of Economic Benefits.

A sergeant's return to work after injury or medical leave, as well as medical exams, functional capacity evaluations, and transitional duty, shall be governed by City policy, as the same may be changed from time to time.

ARTICLE XXI

SAVINGS CLAUSE

Section 21.1. Savings Clause.

In the event any article, section, or portion of this agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specifically specified in the board, court or agency decision, and upon issuance of such a decision, the City and the union agree to notify one another and to immediately begin negotiations on a substitute for the invalidated article, section, or portion thereof.

ARTICLE XXII

ENTIRE AGREEMENT

This agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for its term. This agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this agreement. If a past practice is not addressed in this agreement, it may be changed by the employer as provided in the management rights clause, Article II. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right opportunity are set forth in this agreement. The union specifically waives any right it may have to impact or effects bargaining for the life of this agreement.

ARTICLE XXIII

TERMINATION

Section 23.1. Termination in 2021.

This agreement shall be effective as of May 1, 2017, and shall remain in force and effect until April 30, 2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date. In the event that either party desires to terminate this agreement, written notice must be given to the other party no later than ten (10) days prior to the desired termination date, which shall not be before the anniversary date.

Executed this _____ day of _____, 2017.

**METROPOLITAN ALLIANCE OF POLICE
ST. CHARLES, CHAPTER 28**

CITY OF ST. CHARLES

President

City Administrator

METROPOLITAN ALLIANCE OF POLICE

President

City Clerk

APPENDIX A
SERGEANT HOURLY RATE

<i>Sergeant Hourly Rate</i>				
	88%	92%	96%	100%
FY 17/18				
Hourly	\$49.64	\$51.91	\$54.16	\$56.42
2.00%				
FY 18/19				
Hourly	\$50.64	\$52.95	\$55.25	\$57.54
2.00%				
FY 19/20				
Hourly	\$51.65	\$54.00	\$56.35	\$58.70
2.00%				
FY 20/21				
Hourly	\$52.68	\$55.08	\$57.48	\$59.87
2.00%				

APPENDIX B
SERGEANT BODY ARMOR REPLACEMENT LIST

Below is the department's existing body armor replacement list for sergeants:

Fiscal Year	Sergeant
2017/2018	None
2018/2019	Pierce
2019/2020	Clark Majewski
2020/2021	Kuttner Griesbaum

SIDE LETTER

SUBSTANCE USE POLICY

The City of St. Charles is committed to providing a safe and productive work environment for all employees and visitors. Employee health and overall well-being of the mind and body are important. The adverse effects of drug and alcohol use by employees are unacceptable. Consistent with the spirit and intent of this commitment, the City of St. Charles has developed and is implementing the following substance use (drugs and alcohol) policy for the Sergeants in accordance with the MAP contract. All aspects of the City's drug/alcohol testing policy including, but not limited to, the collection, handling, shipping, receiving and storage of specimens, laboratory analysis procedures, record keeping and the reporting of test results shall comply with federal regulations. Any changes to the Substance Use Policy will be discussed in Labor/Management and agreed to by both parties.

Substance Use Prohibited

All locations at which City business is conducted are declared to be drug-free work places. The use, possession, (except, as required, in the line of duty) distribution and/or sale of drugs or alcohol on City premises or during work time by employees or visitors is prohibited. Employees are also prohibited from reporting to work or working under the influence of illegal drugs or alcohol. "Under the influence of drugs or alcohol" is defined as when test results are at or above the levels indicated in this policy. In accordance with this policy, urinalysis tests will be conducted to detect the six (6) following substances for Sergeants: amphetamines, cocaine, marijuana, opiates, 6-Accetylmorphine, and phencyclidine (PCP). Suspected cases of illegal workplace drug/alcohol possession or the distribution or sale of drugs/alcohol will be referred to law enforcement authorities. Employees who use drugs/alcohol harm themselves, endanger others, and can affect the efficiency and effectiveness of City operations.

Substance Use Testing

Drug Testing

Employees may be randomly tested no more than two (2) times per calendar year. All urine samples shall be split-samples. The "primary sample" shall be at least 30 ml. of urine; the "split sample" shall be at least 15 ml. Failure of the employee to provide that quantity even after a three (3) hour second opportunity following drinking up to forty (40) ounces of water, will cause the employee to be referred for a medical evaluation to develop pertinent information as to whether the employee's inability to provide a specimen is genuine or constitutes a refusal to test. The medical evaluation shall go to the Medical Review Officer (MRO) who will make a conclusion in writing to the City. While this process is being accomplished the employee shall not be working.

The employer will pay for all tests it directs.

The employee will be provided an eight (8) ounce glass of water every 30 minutes, but not to exceed a maximum of 40 ounces over a period of three (3) hours or until the donor has provided a sufficient urine specimen. The employee shall consume that amount which is not uncomfortable.

Alcohol Testing

Two breath tests are required to determine if the employee has a prohibited alcohol concentration. A "screen" test shall be conducted first. Any results less than .04 alcohol concentration is

considered a negative test and a second test is not required. If the alcohol concentration is .04 or greater, a second or “confirmation test” must be conducted. Within two (2) days of receipt, the City shall provide an employee with a copy of any test results that the City received with respect to such employee. The employer will pay for all tests it directs. Time spent at the site and traveling to and from the testing site shall be treated as work time.

Post-Offer Testing

No one will be hired or re-hired until they take and pass a urine test for evidence of illegal drug use. All post-offer individuals will be scheduled at the City designated medical provider for substance use testing. The City designated medical provider uses only SAMHSA certified labs. The prospective employee will be required to sign a consent form, show a photo identification, and provide a urine specimen under the security requirements of the City designated medical provider. All positive screens for drug use will be confirmed by Gas Chromatography/Mass Spectrometry (GCMS) before specimens are regarded positive. Should a post-offer individual refuse a substance test or test positive, the offer will be rescinded. All results will be confidential.

Test Cutoff Levels Defined

The initial test cut-off levels are defined as at or above:

INITIAL TEST CUT-OFF LEVELS	
Marijuana metabolites	50 ng/ml
Cocaine metabolites	150 ng/ml
Opiate metabolites Codeine/Morphine	2000 ng/ml
6-Accetylmorphine	10 ng/ml
Phencyclidine (PCP)	25 ng/ml
Amphetamines AMP/MAMP (methamphetamine) MDMA (ecstasy)	500 ng/ml 500 ng/ml

A positive urine/blood test is defined as at or above these levels of GC/MS Confirmation:

DRUGS	
Marijuana metabolites	15 ng/ml
Benzoylcegonine	100 ng/ml
Codeine	2000 ng/ml
Morphine	2000 ng/ml
6-Accetylmorphine	10 ng/ml
Phencyclidine (PCP)	25 ng/ml
Amphetamines	250 ng/ml
Methamphetamine MDMA (ecstasy) MDA MDEA	250 ng/ml 250 ng/ml 250 ng/ml 250 ng/ml

Post Employment Drug Testing

Once an applicant is hired, the employee may be subject to the following tests:

Post-Accident Testing

Vehicle Accident

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

- Fatality.
- If the employee is the driver and receives medical treatment away from accident site (testing must occur within eight (8) hours of the accident for alcohol and 32 hours of the accident for drugs).
- If the employee is the driver and any vehicle is towed (testing must occur within 32 hours of the incident).
- Reasonable suspicion of drug usage.

Employee Accident

All employees will be tested for substance use if seeking medical treatment following a work-related injury with a medical provider (hospital, clinic, or physician's office).

The substance use test must be performed within two (2) hours following the accident. If a required alcohol test is not administered within eight (8) hours following the accident, the employer shall cease attempts to administer an alcohol test. If a required controlled substance test is not administered within 32 hours following the accident, the employer shall cease attempts to administer a controlled substances test. If the employee refuses to submit to the substance use test, he will be treated as if he tested positive.

Reasonable Suspicion Testing

Employees who are suspected of using drugs at any time or alcohol during work hours will be tested for substance use. This suspicion must be based on the supervisor's specific observations concerning the appearance, behavior, speech and/or body odors of the employee. Testing for alcohol must occur within eight (8) hours of the supervisor's observation. Testing for drugs can occur whenever there is suspicion.

Employees will be given a completed and signed copy of the reasonable suspicion checklist at the time that they are directed to undergo reasonable suspicion testing.

Employees selected for testing because of reasonable suspicion will be escorted to the City designated medical provider to provide a urine specimen(s) in accordance with the City policy guidelines. All positive screens for drug use will be confirmed by Gas Chromatography/Mass Spectroscopy (GCMS) before specimens are regarded positive. All positive drug test results will also be reviewed by a Medical Review Officer before results are reported to the City.

Random Selection Testing

The City of St. Charles utilizes a computerized random selection program at the City designated medical provider to provide names to be tested for substance use. All employees in the random selection pool have an equal chance to be selected. Employees may be randomly tested no more than two (2) times

per calendar year unless otherwise specified in a union contract. Results will be sent to employee within two (2) days of receiving them in HR. A computer does the actual selection and provides two lists:

1. List of each employee in the City pool at the time of selection;
2. List of the actual employees selected at the time of selection.

Positive Employee Post-Accident, Reasonable Suspicion, Random Selection Test Results

Positive test results for these tests are defined as:

1. An employee admission that he has used drugs and/or alcohol prior to reporting to work or while working.
2. A breath alcohol concentration of .04 or greater.
3. Positive urine test at or above levels stated in the pre-employment result section.
4. Refusal to be tested which may consist of attempting to adulterate sample; substitution of sample; or failure to cooperate in the testing process to include deliberate delay.

Refusals or Positive Test – Removal from the Job

Employees who refuse to be tested will be treated as if they tested positive. Refusal consists of attempting to adulterate sample, substitution of sample, or failure to cooperate in the testing process to include deliberate delay. The City may terminate the employee upon a positive test result. The employee, if testing positive, will be removed from his job immediately, required to have an evaluation and education with the Substance Abuse Professional (SAP) through the Employee Assistance Program (Tri-City Family Services), comply with and complete any recommended rehabilitation, and authorize the program to keep the City of St. Charles abreast of the employee's drug-free accomplishments. EAP services beyond the group health benefits provided by the City of St. Charles at the time of treatment, is the responsibility of the employee.

Employee Assistance Program (EAP)

Any employee violating this policy is subject to discipline including suspension and/or termination; however, should any employee be convicted of violating a criminal drug statute in the workplace, discipline of the employee will be termination, referral to law enforcement and/or participation in an approved rehabilitation or drug use employee assistance program (EAP). The Employee Assistance Program for City of St. Charles employees is Tri-City Family Services. If such help is offered and accepted, the employee must satisfactorily take part in the program to continue employment. The City believes that rehabilitation is the preferred solution to any such problem as it both protects our investment in a trained employee and treats the employee concerned with dignity. Payment beyond the group health benefits provided by the City of St. Charles at the time of treatment is the responsibility of the employee.

EAP Requirements

1. Employees in treatment due to a violation of this policy may be placed on medical leave at the discretion of the City. Employees who successfully complete rehabilitation will be reinstated to an available opening for which they are qualified.

2. All employees who have tested positive and completed an employee assistance/treatment program will be required to submit to testing with or without cause when ordered by the City for up to one (1) year following completed rehabilitation.
3. Employees who fail to cooperate in an evaluation; fail to successfully complete rehabilitation or test positive more than once will be terminated.
4. Some or all of the expenses of rehabilitation may be covered by the employee's insurance. Expenses not covered are the responsibility of the employee.
5. Employees may volunteer for rehabilitation and treatment but may not avoid discipline by volunteering. All rehabilitation provisions will still apply. No more than two such leaves for voluntary treatment will be granted to any employee.

Drug Education

Employees have the right to know about the dangers of drug use in the workplace, the City policy regarding a drug-free workplace and what is available to help combat drug problems. Education programs on the dangers of drug use in the workplace will be made available on a regular basis. Employees will be made aware of the several kinds of help that are available on a voluntary basis. These include:

1. Medical insurance benefits for substance use programs.
2. Information about community resources for assessment and treatment.
3. Tri-City Family Services (Employee Assistance Program).

We have established this help as part of our commitment to the health, safety, and well-being of our employees and their families; employees are encouraged to use it as needed.

Policy Acknowledgement

All employees must acknowledge in writing (see Substance Use Policy Acknowledgement Form) that they have been informed of the above policy and agree to abide by it in all respects.

Rights and Responsibilities under the City of St. Charles Policy

Employee Rights

1. The City of St. Charles will tell the employee that he can't bring in, make, distribute or sell, use or even have with him any illegal drugs or alcohol when at work or on City premises.
2. The City of St. Charles will tell the employee what help the City has available to him for combating drug and alcohol problems.
3. The City of St. Charles will give the employee a written policy statement explaining the policy about drugs in the workplace.

Criminal Conviction

If an employee is convicted by a court of a substance use related criminal violation, the employee may be:

1. Disciplined up to and including termination; or
2. Offered help available to combat the employee's involvement with drugs or alcohol in accordance with the City policy.

Employee Responsibilities

1. The employee must read the policy statement and certify that he has done so.
2. The employee must agree to abide by the guidelines of the City's policy. The City of St. Charles can terminate an employee if he does not agree.
3. The employee must satisfactorily complete all the steps associated with any offered rehabilitation program.

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

SIDE LETTER
SICK BANK HOURS

This is a Side Letter to the 2017-2021 collective bargaining agreement between the City of St. Charles, Illinois, (hereinafter referred to as the “City” or the “Employer”) and the METROPOLITAN ALLIANCE OF POLICE, St. Charles Chapter #28 (hereinafter referred to as “MAP”). The City and MAP hereby agree as follows:

1. The following sergeants have the following sick leave hours in a sick bank, which such hours may be used only in the case of a serious health condition of the employee.

Name	Sick Bank Hours
Shaw, Thomas	345.75

2. This benefit is governed by City personnel policies in effect upon execution of this Side Letter.
3. In accordance with existing City policy, the above sick bank hours are not covered, and shall not be included, in any buyback program, including the buyback described in Section 12.3.
4. It is further understood and agreed that Sergeants shall be ineligible to participate in the Section 401A program offered by the City.

METROPOLITAN ALLIANCE OF POLICE
ST. CHARLES CHAPTER 28

CITY OF ST. CHARLES

City Administrator

City Clerk

METROPOLITAN ALLIANCE OF POLICE

President

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IIA

Title:

Recommendation to Select a Project Site for the New Police Facility

Presenter:

Peter Suhr & Jim Keegan

Meeting: City Council

Date: May 1, 2017

Proposed Cost: N/A

Budgeted Amount: N/A

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

On February 27, 2017 the Government Services Committee approved a recommendation to select the Rt. 31 and Red Gate Road site as the new location for the Police Facility. Therefore the committee motion was considered at the following City Council Meeting on March 6, 2017. City Council unanimously postponed the motion to select the Rt. 31 and Red Gate Road site as the new location for the Police Facility until May 1, 2017.

Staff is requesting a continuance of the City Council vote until June 5, 2017.

Attachments (*please list*):

None

Recommendation/Suggested Action (*briefly explain*):

Recommendation to postpone the vote to select the Rt. 31 and Red Gate Road site as the new location for the Police Facility until June 5, 2017.

**MINUTES
CITY OF ST. CHARLES, IL
GOVERNMENT OPERATIONS COMMITTEE
MONDAY APRIL 17, 2017**

1. Opening of Meeting

The meeting was convened by Chairman Stellato at 8:12 p.m.

2. Roll Call

Members Present: Chairman Stellato, Ald. Silkaitis, Payleitner, Lemke, Turner, Bancroft, Krieger, Gaugel, Bessner, Lewis

Absent:

3. Omnibus Vote

a. Budget Revisions – March 2017

Motion by Ald. Turner, second by Krieger to approve omnibus items as presented.

Voice Vote: Ayes: Unanimous; Nays: None. Chrmn. Stellato did not vote as Chair. **Motion Carried.**

Mayor Rogina: I delivered this message to Aldermen Turner and Bancroft and would like to say the same to you that being a Chairman is very important and requires a lot extra leg work beyond the scope of this committee and the last two years you have been chair of this committee and have done yeomen's work and it would be remiss on my part if I did not come forward and say thank you and appreciate that very much.

4. Police Department

a. Recommendation to approve a proposal for a new Class B liquor license for DRM Deli Inc. to be located at 610 E Main Street, St. Charles.

Chief Keegan: This deli is a sustained business on the near east side of St. Charles at 6th and East Main. We did advance this forward from the Liquor Control Commission earlier this evening and the petitioner was not present for this meeting. The site and business plans are attached in the packet. He would like to offer liquor service; the hours of operation are also noted in your packet. There was some discussion at the Liquor Commission meeting pertaining to his outdoor patio.

Daniel Migo, DRM, 726 Foxbend Drive, St. Charles.

Ald. Payleitner: It was discussed at the Liquor Control Commission in your absence; outside seating, do you have that currently or not?

Mr. Migo: That was something that was put forth with the land owner and its just in discussion right now to put up three or four table tops.

Ald. Payleitner: That was my question that you clearing it before you can use it. Thank you.

Motion by Ald. Turner, second by Bancroft to recommend approval of a proposal for a new Class B liquor license for DRM Deli Inc. to be located at 610 E Main Street, St. Charles.

Roll Call: Ayes: Turner, Bancroft, Gaugel, Bessner, Lewis, Silkaitis, Payleitner, Lemke; Nays: Krieger. Chrmn. Stellato did not vote as Chair. **Motion Carried.**

b. Recommendation to approve a proposal for a Class B liquor license application for new owners to take over Taste of Himalayas located at 110 N 3rd Street, St. Charles.

Chief Keegan: The petition is not present tonight. These folks did not appear at the Liquor Control Commission earlier this evening; we did call between meetings and left a message. Would the committee like to postpone this?

Motion by Ald. Lewis, second Payleitner to postpone this item to the May 15, 2017 Liquor Control Commission meeting for a recommendation to approve a proposal for a Class B liquor license application for new owners to take over Taste of Himalayas located at 110 N 3rd Street, St. Charles.

Voice Vote: Ayes: Unanimous; Nays: None. Chrmn. Stellato did not vote as Chair. **Motion Carried.**

c. Recommendation to approve an outdoor patio permit for Vintage 53 located at 162 S 1st Street, Unit C.

Chief Keegan: This is a recommendation to approve an outdoor patio permit for Vintage 53 located at 162 S 1st Street, Unit C. This request is before the committee for one reason; when we typically approve a liquor license the associated floor plan and business plan is approved at the same time. This applicant, because his business adjoins to city property right of way, the City would have to approve the patio. This is not an uncommon occurrence; the 1st Street Plaza has ZaZa's, McNally's, Puebla and Pizzeria Neo where we've had some of these uses approve for outside consumption with appropriate parameters of seating being barricaded and roped off.

Mario Grado, 450 S 1st Street, Unit 404.

Ald. Lewis: I'm all for what you want to do but I'm concerned about the width of that sidewalk and depth that you want to use for your tables and chairs. Before it comes to Council for approval I would like to have some actual size of the tables instead of seeing what kind of fits or doesn't. It doesn't look like there is going to be room and people will have to walk around a light pole to get down the street. If you could have more specifics on the size of that I would

appreciate it; perhaps the fenced in area. I hate to see the pedestrians pushed out into a narrow corridor, so I would like to see how this would work for everyone.

Mr. Grado: The full width of the sidewalk is 13 feet, there is over 9 feet from my wall to the light pole and with 5 feet taken out for that would leave what I thought would be adequate. I wouldn't be using the 5 feet on the sidewalk because I read somewhere that it was required to have 5 feet of pedestrian walkway.

Ald. Lewis: That is my concern and this goes the whole width of your building/store front?

Mr. Grado: We would be using a side entrance and wouldn't be going out onto the sidewalk.

Ald. Lewis: I can see down the road that maybe the Brunch Café would like to have some tables outside and pretty soon we don't have any sidewalk left for our pedestrians to be walking on. I'll come down and talk to you about this.

Ald. Lemke: It seems a little tight in looking at the drawing at the point where there are a couple of tree grates etc.

Chrmn. Stellato: Could you put tape on the ground so folks in the Council could stop by and take a look at it?

Mr. Grado: Yes.

Motion by Ald. Turner, second by Silkaitis contingent upon final council approval of taking a look at this site to recommend approval of an outdoor patio permit for Vintage 53 located at 162 S 1st Street, Unit C.

Roll Call: Ayes: Turner, Bancroft, Gaugel, Bessner, Lewis, Silkaitis, Payleitner, Lemke; Nays: Krieger. Chrmn. Stellato did not vote as Chair. **Motion Carried.**

5. Finance Department

a. Recommendation to approve a Resolution of Official Intent Regarding Capital Expenditures to be Reimbursed from Proceeds of an Obligation to be Issued by the City of St. Charles, Kane and DuPage Counties, Illinois.

Chris Minick: Tonight there is a recommendation to approve a Resolution of Official Intent Regarding Capital Expenditures to be Reimbursed from Proceeds of an Obligation to be Issued by the City of St. Charles, Kane and DuPage Counties, Illinois. Each time we issue bonds we typically have some preliminary expenses that precede the issuance or the receipt of the proceeds of the bond. What the passing of this resolution allows us to do is to reimburse ourselves for any of those initial types of expenses out of the proceeds of the bond issue. It's a requirement to maintain the tax exemption on the interest for the bonds and it's a standard procedure when we undertake a bond issue and typically there is a period of time that lapses between the approval of the budget and the issuance of the bonds and we anticipate that will be the case again this year.

So to maintain the maximum flexibility for us to reimburse ourselves out of the proceeds we recommend approval of this resolution.

Motion by Ald. Gaugel, second by Krieger to recommend approval of a Resolution of Official Intent Regarding Capital Expenditures to be Reimbursed from Proceeds of an Obligation to be Issued by the City of St. Charles, Kane and DuPage Counties, Illinois.

Voice Vote: Ayes: Unanimous; Nays: None. Chrmn. Stellato did not vote as Chair. **Motion Carried.**

b. Recommendation to approve a Resolution Authorizing an Amendment to the Reserve Policy of the City of St Charles.

Chris Minick: There is a motion in your packet that amends the City's reserve policy for the General Fund and Enterprise Funds and recently the City Council directed staff to evaluate the City's reserved policy primarily as it related to Enterprise Funds. Reserves are essentially "rainy day" funds and provide a financial cushion in case we have a major system failure or a major component of a utility system were to fail and need repairs, or some sort of natural disaster were to strike the City. The Reserves would allow us to maintain our operations and pay for any fixed costs we would have in the utility until such time that we were able to generate the revenue again as a result of whatever situation were to arise. The current Reserve policy, actually the General Fund and Enterprise Funds are combined into one policy to maintain available fund balance which is defined as working capital of at least 25% of the operating expenditures for the General Corporate Fund and 25% to 50% for Enterprise Funds. As we discussed at the City Council meeting where the request was made, there are two weaknesses that were identified with regard to the current policy as it stands for the Enterprise Funds. The range of 25% to 50% of operating expenses for Enterprise Funds raises confusion of what the optimal level of the Reserve policy is. Is it 25% minimal threshold, is it 50% maximum threshold or is it somewhere in the middle? Additionally we have restricted assets frequently that we have within our Enterprise Funds and utilities that are not available for operations and those items are included in the working capital ratio. However they should not be counted as reserves because they cannot be expended on operations. They represent bond proceeds that the City has taken out with regards to a certain project and those bond proceeds simply have not been expended as of April 30th of each year. Additionally a weakness with the current practice and this relates more specifically to the General Fund, the policy does not address our current practice of including operating transfers out as expenditures when calculating the reserve level of the General Fund. We have a significant amount of transfers out within the General Fund that are utilized for that service payment and capital expenditures. Including the transfers out in the expenditure level when we calculate the reserve level it is a more conservative measure and more reflective of the financial activity for the General Fund.

As a practice when I refer to the reserve level within the General Fund when I make presentations, I do include those operating transfers out in the total expenditures; so we've already taken the most conservative approach that we can but what I'm going to propose tonight in the new policy codifies that practice. Additionally with regard to the reserve levels and what

the optimum reserve levels are, there was a lot of comfort that the Council seem to have during the discussion with the threshold of 25% for the General Fund as well as the 25% threshold for the Enterprise Funds and research that we've performed backs that up. The GFOA Best Practices recommends a baseline 25% reserve level for Enterprise Funds; so we are in compliance with the best practices as recommended by the Government Finance Officers Association. Staff also undertook a survey of area communities to see what their reserve levels were for their various Enterprise Funds. We surveyed 13 of the larger communities within the Chicago Metropolitan area and nine of those 13 communities' surveys place a reserve level at 25% or 30% of operating expenses – so we're right in line with where we are and what we are proposing. Of the remaining four communities, two do not have formal policies, one was lower at a 10% reserve requirement, and one simply had a cash balance requirement that didn't seem to have any kind of a relationship to their operating expenses on an annual basis. So based on all of the research that we did, the Council's comfort with the 25% threshold and discussions that we had, staff proposes to slightly revise the policy and tweak it a little as included in the Resolution in the packet. The new policy would read as follows:

“To maintain available fund balance of at least 25% of operating expenditures and inter-fund transfers out for the General Corporate Fund and networking capital of at least 25% of operating expenses for the Enterprise Funds. Networking capital shall exclude any restrictive current assets prohibited from being expended upon operation.”

So not too much of a substance change in the policy but the tweaking is putting it in line of what we follow of what best practices are in the area. Any questions?

Motion by Ald. Lemke, second by Turner to recommend approval of a Resolution Authorizing an Amendment to the Reserve Policy of the City of St Charles.

Voice Vote: Ayes: Unanimous; Nays: None. Chair Stellato did not vote as Chair. **Motion Carried.**

c. Recommendation to approve an Ordinance authorizing changes in the rate structure for the Electric Utility for the City of St. Charles effective for billings issued after June 1, 2017.

Chris Minick: Items c, d, and e I'll address generically and if the committee has any questions on a specific ordinance, I'll be happy to answer the questions. Essentially items c, d, and e are the ordinances that would enact the utility rate structure changes that were presupposed in the budget that was approved two weeks ago. All of the projects and numbers were predicated on changing the utility structure as is reflected in those three ordinances. Those changes would be effective with the utilities that go out after June 1, 2017.

Chrmn. Stellato: Any questions on 5c – Electric ordinance?

Motion by Ald. Silkaitis, second by Lemke to recommend approval of an Ordinance authorizing changes in the rate structure for the Electric Utility for the City of St. Charles effective for

billings issued after June 1, 2017.

Voice Vote: Ayes: Unanimous; Nays: None. Chair Stellato did not vote as Chair. **Motion Carried.**

Chrmn. Stellato: Any questions on 5d – Water ordinance?

- d. Recommendation to approve Ordinances authorizing changes in the rate structure for the Water Utility for the City of St. Charles effective for billings issued after June 1, 2017.**

Motion by Ald. Bancroft, second by Gaugel to recommend approval of an Ordinances authorizing changes in the rate structure for the Water Utility for the City of St. Charles effective for billings issued after June 1, 2017.

Voice Vote: Ayes: Unanimous; Nays: None. Chair Stellato did not vote as Chair. **Motion Carried.**

Chrmn. Stellato: Any questions on 5e – Sewer ordinance?

- e. Recommendation to approve Ordinances authorizing changes in the rate structure for the Sewer Utility for the City of St. Charles effective for billings issued after June 1, 2017.**

Motion by Ald. Turner, second by Bancroft to recommend approval of an Ordinances authorizing changes in the rate structure for the Sewer Utility for the City of St. Charles effective for billings issued after June 1, 2017.

Voice Vote: Ayes: Unanimous; Nays: None. Chair Stellato did not vote as Chair. **Motion Carried.**

Motion by Ald. Besnner, second by Krieger to enter Executive Session at 8:35 to discuss Land Acquisition and Collective Bargaining.

Roll Call: Ayes: Turner, Bancroft, Krieger, Gaugel, Bessner, Lewis, Silkaitis, Payleitner, Lemke; Nays: None. Chrmn. Stellato did not vote as Chair. **Motion Carried.**

6. Executive Session

- Personnel 5 ILCS 120/2(c)(2), 5 ILCS 120/2(c)(5)
- Pending Litigation 5 ILCS 120/2(c)(4)
- Probable or Imminent Litigation 5 ILCS 120/2(c)(4)
- Property Acquisition 5 ILCS 120/2(c)(3)
- Collective Bargaining 5 ILCS 120/2(c)(1)
- Review of Minutes of Executive Sessions 5 ILCS 120/2(c)(14)

Motion by Ald. Krieger, second by Besnner to come out of Executive Session at 9:00 p.m.

Voice Vote: Ayes: Unanimous; Nays: None. Chair Stellato did not vote as Chair. **Motion Carried.**

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

8. Adjournment

Motion by Ald. Bessner, second by Turner to adjourn meeting at 9:00 p.m.

Voice Vote: Ayes: Unanimous; Nays: None. Chair Stellato did not vote as Chair. **Motion Carried.**

:tn

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IIC1/IIC2

Title:

Motion to approve a Resolution Authorizing the Mayor and City Council to Enter into a Certain Annexation Agreement (Bricher Commons PUD – Fourth Amendment – Prairie Winds of St. Charles)

Motion to approve an Ordinance Amending Ordinance Nos. 1999-Z-11 and 2006-Z-7 (Bricher Commons PUD) and Granting Approval of a Map Amendment, New Special Use for Planned Unit Development, and PUD Preliminary Plan for Prairie Winds of St. Charles

Presenter:

Rita Tungare

Meeting: City Council

Date: May 1, 2017

Proposed Cost:

Budgeted Amount: N/A

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

At the April 17, 2017 meeting, the City Council discussed and postponed action on ordinances approving the Prairie Winds project. The following is an update on the outstanding items discussed at the meeting. **Updates are in bold.**

1. Bricher Road is under the jurisdiction of the City of Geneva. Access locations on Bricher Rd. are subject to an Intergovernmental Agreement between St. Charles and Geneva. Two full access intersections are permitted along the north side of Bricher Rd. to access the property, subject to the review of a traffic impact study by both cities. **Geneva has provided updated comments. The most significant remaining issue is the request from Geneva for a right turn lane into the secondary/western entrance. This requires further discussion between staff, the City of Geneva and the developer. Information is attached.**

2. Park District Land-Cash Contribution:

- a. Private Recreational Amenities – The applicant has requested a credit for private recreational amenities in lieu of public park land to be provided within the development. The Park Board of Commissioners reviewed this request on 4/11/17 and provided a response letter dated 4/13/17. The Park Board recommended the private amenities not be accepted as a credit in lieu of park land. **At the request of the City Council, the Park District has submitted an additional letter regarding the review of the private amenities (letter dated 4/25/17, attached).**

Section 16.10.180 states, “At the option of the City Council, a portion of the public park site requirement may be provided in the form of private recreation areas. The extent of the same shall be determined by the City Council, based upon the needs of the projected residents, the extent to which the private recreation areas are available for use by the residents of the subdivision, and available park land in the general area.”

- b. Per-Acre Land Value – The applicant has submitted an objection to the per-acre land value set in Section 16.10.090 of the City Code. The City Attorney determined the appraisal submitted was not sufficient to support the request for a reduction in the per-acre land value, since the appraisal did not show the fair market value of *improved* land. The applicant submitted a supplement listing active and closed land sales in the St. Charles area, however many of the locations were not *improved* land. **The applicant submitted an additional supplement to the appraisal dated 4/21/17, received by the City on 4/25/17. Based on a review of this information, the City Attorney does not believe that sufficient information has been provided to support the request for a reduction of the per-acre land value. Additionally, staff compiled data from the closed sales of improved lots from the data submitted in both supplements and found that this information would not support a lower per-acre land value than what is currently set in the City Code (\$240,500 per acre). A table with this information is attached. A letter from the Park District regarding the per-acre land value objection is attached (dated 4/25/17).**

Both the school and park district have indicated they would participate in a process to update the Land Cash Ordinance and reassess the per-acre land value set in the City Code, but this process would take time, and the per-acre value could increase or decrease. The school and park districts are agreeable to allowing the Prairie Winds project to utilize whatever value is lower (either the current or future per-acre value)

Attachments *(please list):*

Geneva Review comments (dated 4/25/17); Geneva Traffic Analysis (dated 4/21/17); Applicant response to Geneva comment regarding request for right turn lane (dated 4/28/17); Letters from Park District Regarding Recreation Amenities Credit and Per-Acre Land Value (dated 4/25/17); Letter from Park District (dated 4/13/17); City staff compilation of sales data for improved lots; Second Supplement to Appraisal (dated 4/25/17); First Supplement to Appraisal (dated 4/13/17); Appraisal (dated 2/25/17); Annexation Agreement w/ PUD Ordinance

Recommendation/Suggested Action *(briefly explain):*

The City Council can choose to delay action until these items are resolved, or alternately may act on the ordinances, with the following conditions:

1. **Bricher Road:** Requirement for resolution of Bricher Road access with the City of Geneva prior to St. Charles approval of the Final Plat of Subdivision for the project.
2. **Credit for Recreational Amenities:** The City Council has the option to consider a credit for private recreational amenities. The conversation between the Park District and developer has been regarding a 0.93 acre area that would be deducted from the park land dedication requirement. The Park District recommended that this credit not be granted.
3. **Per-Acre Land Value:** The information provided by the developer does not validate their objection to lower the per-acre land value set by the City Code. The Council has the option to:
 - a. Require the developer to pay based on the current value in the City Code (\$240,500)
 - b. Require the developer to pay the lesser of the City Code value or the to-be-determined per acre land value, pursuant to a comprehensive study being conducted.

From: DeGroot, David <ddegroot@geneva.il.us>
Sent: Tuesday, April 25, 2017 5:03 PM
To: Colby, Russell
Subject: Prairie Winds - Geneva Review Comments
Attachments: coulter prairie winds traffic review.pdf

Good afternoon Russel,

Thank you for your patience in allowing the City of Geneva to complete a second review of the Prairie Winds project. The City's development staff, in consultation with Coulter Transportation, has reviewed the revised plans and we offer the following comments:

1. Based on the attached review, the City of Geneva believes there is justification for a WB right-turn lane at the western access.
2. An "Autoturn" analysis should be done to determine if there are overlapping turning paths. If there is, adjustments can be made to the proposed access location design.
3. The right-of-way dedication should be enough to accommodate right-turn lanes at both entrances and the potential need to expand Bricher Road to a 5-lane section.
4. Although cross access to the properties to the north and west is not shown at this time, it remains a possibility in the future. The potential for cross access to these properties could add traffic to Bricher Road, further justifying the need for a WB right-turn lane at the western access and potentially justifying another signal on Bricher Road. The IGA should be amended so that any development of the adjacent properties that triggers the need for a signal on Bricher Road shall be required to share in the cost.

If you have any questions or need any additional information, please do not hesitate to contact me.

David DeGroot

Director of Community Development

City of Geneva, Illinois

22 South First Street

Geneva, Illinois 60134

Phone: 630.232.0814

Fax: 630.232.1494

Email: ddegroot@geneva.il.us

Website: [City of Geneva Community Development Department](#)

 Please consider the environment before printing this email or its attachments.



The City of Geneva, Illinois Since 1835

This message and any files or text attached to it are intended only for the recipients named above, and contain information that may be confidential or privileged.

If you are not an intended recipient, you must not read, copy, use or disclose this communication.

Please also notify the sender by replying to this message, and then delete all copies of it from your system.

If you have a FOIA (Freedom of Information Act) request please send that request via email to FOIA@geneva.il.us.

There is no expectation of privacy for any messages sent to or received from the City of Geneva.

Follow Geneva on Facebook, Twitter, Instagram, and YouTube or visit our website.



Please do not print this email unless it is absolutely necessary.

Coulter Transportation Consulting, LLC

MEMO

To: Brian Schiber, City Engineer
City of Geneva

From: Brent Coulter, PE PTOE

Date: 4/21/2017

Subject: Traffic Review of "Prairie Winds of St. Charles" for the City of Geneva



Per your request, and based on the development materials you had emailed me, I have reviewed the subject development in St. Charles. It is my understanding that the City of Geneva has complete jurisdiction of Bricher Road from Randall Road west to its terminus at Peck Road, and therefore my comments are focused on traffic issues that the City of Geneva would be concerned with as an access permitting authority and roadway operator.

Review of the V3 site traffic impact study for "Prairie Winds of St. Charles" (Prairie Winds) dated March 28, 2017 and various other correspondence plan excerpts.

1. Trip Generation and Assignment**a. Trip Generation**

The residential "apartment" product proposed for Prairie Winds appears to have certain physical characteristics of a townhome, however, ITE trip rates are fairly similar across these residential types and the trip generation used in the V3 report is fine.

b. Trip Assignment

Peak hour counts conducted by V3 at Camden Court (a residential cul-de-sac) and Bricher Road are a reasonable surrogate for proposed Prairie Winds residential (apartment) trip distribution. The directional distribution of Camden Court residential trips is just under 70% to and from east for each of the AM and PM peak hours. The traffic study uses an east-west site traffic split of 75%/25% for the AM peak hour and 55%/45% for the PM peak hour, the latter apparently based on total traffic generation thru the intersection and not just the Camden Ct. residential trips. Based on the Camden Court data a site traffic split of 75%/25% (east/west) should be used for the PM peak hour as well.

c. Site Access Assignments

The V3 study assumes that 60% of site traffic would use the primary east access and 40% the west access. The internal layout of streets and apartment buildings is such that this split between east and west access points could just as well be closer to 50/50.

d. Adjusted Westbound Right-Turn Volumes

See the discussion in Item 5., of this review, for the implications of making the adjustments noted in 1.b. and 1.c., above, to site traffic generation assignments and right-turn lane justification.

2. Cross Access to/from Future Development to the North

According to a March 31, 2017 letter from V3 to the City of St. Charles, containing a response to City plan review comments, the developer of Prairie Winds of St. Charles *“has agreed to entertain cross access in the future once a future land use is known”* in reference to the vacant property to the north of Prairie Winds. This potential for future vehicular cross-connection was not discussed in the V3 report and no traffic assignment scenario for future site traffic to/from the north that could ultimately access Bricher Road is included in the V3 traffic study. If future development to the north of Prairie Winds also had access to IL 64, the following are potential implications of a cross-connection to Prairie Winds:

- Cut-through traffic between IL 64 and Bricher Road could occur and add to Bricher Road volume.
- Additional site traffic could be added to Bricher Road that may or may not be balanced with a potential shift of some Prairie Winds traffic from Bricher Road to IL 64.

3. Off-Site Intersection Impact

The V3 traffic study assumes *“that new traffic generated by the proposed development will not negatively impact operations of the signalized intersections on Bricher Road to the east due to the additional capacity along the roadway and at the signalized intersections. Therefore, the intersection of Bricher Road and Randall Road is not included in this study.”*

I don't disagree with this comment as it regards the off-site intersection of Randall Road/Bricher Road which has previously been improved to a high-type design and where in the future, potential added lanes on Randall Road (as contained in the recently approved March, 14, 2017 Kane County Comprehensive Road Improvement Plan) would significantly improve capacity and where the Prairie Winds development impact fees paid to Kane County would potentially help fund such future capacity improvements.

However, the traffic impact of Prairie Winds should at least include the signalized intersection of Bricher Road and the main shopping center access drives west of Randall Road and in particular the need for additional eastbound and westbound through lane extensions capacity. Currently one thru-lane plus a right-turn lane exists westbound and two through lanes eastbound with limited storage of 120 feet plus some taper.

4. Right-of-Way Dedication (ROW)

A subdivision plat was not in my review packet, but ROW should be dedicated from the Prairie Winds development sufficient for any potential future need to expand Bricher Road to a five lane section west of the Bricher/S.C. signalized intersection (see also the comments in Item 3., above).

5. Site Access Turn Lanes on Bricher Road

Based on the review materials I had available, it appears the developer has agreed to provide a westbound right-turn lane at the primary (east) access drive.

If the site turning movement volumes were adjusted based on earlier review comments in 1.b. and 1.c., the inbound right-turn volume at each site access in the PM peak hour would be roughly 37 vehicles per hour and the Prairie Winds' west access would also be closer to meeting warrants for right-turn lanes

under the Kane County DOT method. Note however, that if this location is considered for a ped/bike crossing access to the shared path on the south side of Bricher Road, a WB right-turn lane at the west access would increase the pavement width to be crossed.

The V3 report indicates that EB left-turn lanes will be striped in the existing flush median on Bricher Road at both the east and west access points.

Turn lane storage, taper and total deceleration lengths for left- and right-turn lanes should be designed to IDOT BDE standards.

6. Pedestrian/Bicycle Access

An existing sidewalk on the north side of Bricher Road terminates at the east end of the Prairie Winds development. A shared path exists on the south side of Bricher Road and extends from Randall Road west to Peck Road.

The sidewalk on the north side should be extended west for the length of the property. A sidewalk is not shown on the engineering plan excerpts available to me but appeared to be mentioned in other plan review correspondence with the City of St. Charles.

Some forethought should be given to where and how Prairie Winds site access to the shared path (side path) on the south side of Bricher Road will be provided. The path is set back approximately 100 feet from the south edge of pavement of Bricher Road at Camden Court and might complicate a crossing at the Prairie Winds' east access location which will also have exclusive left-turn lanes striped on each leg of Bricher. The secondary access to the west (which has good interior street connectivity for bicycle/ped access to Bricher Road) has the advantage of a painted median on the east leg that could in the future be modified to support a raised island refuge area in consideration of the relatively high posted speed limit on Bricher Road.

Developer contribution to a future ped/bike crossing between Prairie Winds and the existing shared path on the south side should be determined, ranging from signing/crosswalk striping and connecting path/sidewalk to consideration of a raised median island refuge area on Bricher Road.

6. Connectivity to the Adjacent Shopping Center

The access connection to the internal access drive between Meijers and Lowes (two common residential trip destinations) is labeled as "Emergency Vehicles Only" on the plan drawings available to me. The existing commercial drive is "clean" in the sense that it is not directly part of any loading/unloading area, is curbed and well landscaped, is illuminated, and extends to the interior shopping center intersection with striped turning lanes and intersection traffic control. There is, however, no east-west sidewalk extending from the site to the shopping center main storefront aisle.

This site connection could be designed for public vehicular traffic with a securable gate also installed but in the open position, with the potential to reduce traffic loads on Bricher Road and increase apartment resident convenience. If there were to be security or other issues then the gate could be closed at the discretion of the developer/City of St. Charles, accessible only for emergency use). The V3 traffic report does include any discussion of the advantages or disadvantages of such a connection.

7. Turning Paths at the East Site Access Opposite Camden Court

Both existing Camden Court and the proposed have boulevard type approaches to Bricher Road (+/- 10-foot wide landscaped median separating inbound/outbound lanes). In these situations there is an offset between opposing left-turns out of each street onto Bricher Road. Opposing simultaneous outbound (as well as opposing inbound) left-turns from Bricher Road should be tested with AUTOTURN to determine if there is any turning path overlap (same with inbound left-turns from Bricher). If there is, adjustments can then be made to the proposed access location design.

8. Signal Warrant Analysis at Prairie Winds East Site Access/Camden Court

Traffic signal control at the primary drive was analyzed in the V3 report using the IDOT (IDS) method of assuming 55% of peak hour volume demand through the intersection equals the 8th highest hour of demand for the 8-hour based volume criteria under Warrant 1 of the MUTCD. This analysis is acceptable and shows that traffic signal control is not warranted at the primary (east) access even with the adjusted (lower) warrant volume threshold allowed based on “major” street speeds in excess of 40 mph. The V3 report analysis of the MUCTD Warrant 2 (4-hour volume) indicated that signals were not warranted.

The finding that signal traffic warrant volumes on Bricher at the east site access/Camden Court intersection are not met is not surprising since the proposed apartment development is a moderate trip generator and outbound site traffic is split between two access points on Bricher Road. The critical volume for signal warrant compliance (Warrant 1 or Warrant 2) will be the mainline volumes (sum of EB and EB traffic) on Bricher Road that would need to increase significantly in order to bring the subject intersection into strict warrant compliance. The City of Geneva may want to evaluate the potential for traffic growth on Bricher Road in this regard.



MEMORANDUM

DATE: April 28, 2017
TO: Russell Colby, City of St. Charles
FROM: Bryan Rieger, P.E., V3 Companies
Peter Reinhofer, P.E., V3 Companies
CC: Jeff Ratzer, Executive Affiliates
RE: Prairie Winds – Right Turn Analysis

V3 has reviewed the comments from the City of Geneva based on the review by Brent Coulter of Coulter Transportation Consulting. The purpose of this memo is to respond to the following comment:

“Geneva is continuing to request the right turn lane at the western access and has provided the attached memo to support the request.”

The future year traffic projections at the site driveways from our original traffic study, dated February 27, 2017, utilized the 75 percent east/25 percent west trip distribution for the weekday am and pm peak hours that Coulter Transportation Consulting is now recommending. The study was revised on March 28, 2017, to change the distribution based on comments from the City of St. Charles and the City of Geneva. We disagreed with the redistribution, but modified the calculations since it had no bearing on the recommendations of the report. The City of Geneva and Coulter Transportation Consulting is now requesting that the distribution be shifted to what was provided in the original report. We agree that this distribution more closely aligns with the expected traffic movements along Bricher Road.

The review by Coulter Transportation Consulting also requested a 50/50 split of the trips entering both entrances to the development. We disagree with that distribution. Since the location of all the mailboxes for the development will be located at the clubhouse, we believe a greater number of trips, especially the pm peak hour when people will be returning from work, will be entering the eastern access point. We expect a trip assignment for the pm peak hour inbound trips to be 67 percent at the east driveway and 33 percent at the west driveway which was also utilized in the original traffic study.

The memo from Coulter Transportation Consulting requested that the right turn lane warrant analysis be updated with the new driveway volumes. The Kane County DOT right turn lane warrants are based on the posted speed limit and the approach and right turn volumes. The posted speed limit is 45 mph at the western driveway. Based on the right turn lane warrant tables, the right turn and approach volumes are below the warrant threshold at the western driveway.

Based on the projected peak hour volumes, posted speed limits, and the Kane County DOT right turn lane warrant tables, the western driveway does not meet warrants for a right turn lane; therefore, a right turn lane is not needed at this driveway and will not be provided for this development. The development will provide a right turn lane at the eastern entrance as included in the latest development plans.



ST. CHARLES PARK DISTRICT

101 South Second Street • St. Charles, IL 60174 • Ph: 630-584-1055 • Fax: 630-584-1396 • stcparks.org

April 25, 2017

Mayor Ray Rogina
St. Charles City Council Members
City of St. Charles
2 E. Main Street
St. Charles, IL 60174

Dear Mayor Rogina and City Council Members,

In reviewing the proposed development plans and land/cash worksheet for Prairie Winds, the Park District has several concerns with the concept of providing credit for amenities developed on land not deeded to the public, as well as with providing credit for recreational open space and amenities not developed in a manner suitable to serve the community of St. Charles as a whole. While privately-held park amenities may provide adequate services to a portion of the residents of a development, rarely can they accommodate the open space & recreational needs desired by those wishing to reside in and experience St. Charles. The proposed private amenities will not reduce the demand for local public recreational activities.

Private recreational amenities are usually market-driven and they provide no assurances that they will exist in perpetuity. Just because a proposed recreational amenity may appear to qualify for credit at the present time, no one can guarantee that this will be the case ten years from now. Those lands provided through the land/cash agreement to the Park District become deeded public lands, and continually contribute to the network of public recreational opportunities which residents of St. Charles have come to expect. Furthermore, without these lands being held publicly, we cannot ensure that they will continue to be maintained in a thorough and safe manner. We recognize that the developer will be required to submit a maintenance plan, however, the attention and professional approach to park maintenance that our staff of full-time park planners, horticulturalists and licensed playground inspectors provides is superior.

The land/cash process allows the Park District to address not only the needs of the particular development, but also of the community's needs as a whole. The higher the density of population within these new developments, the more critical and complex this process becomes. While a developer is entitled to provide exclusive and/or private recreational amenities for their residents, qualifying these amenities for credit towards

their land/cash agreement is not in the community's best interests -- nor is it the intent of the land/cash agreement. A resident's recreational needs extend well beyond their home or neighborhood. The St. Charles Park District offers a wide array of facilities and programs for people of all ages and abilities such as the Adult Activities Center, teen center, nature center, athletic fields, basketball and tennis courts, miles of paved trails, aquatic and spray parks, skate parks, day camps, childcare, trips, cultural arts, dance, athletic programs, outdoor concerts and swim lessons. In the 2016 community survey, 88% stated that they have visited a park district facility or park. These public opportunities provided by the Park District will be attractive and utilized by the residents of Prairie Winds as these popular forms of recreation are not available privately in this development.

As new areas develop, we rely on new appropriately accommodating recreational lands and services to avoid overburdening our adjacent neighborhoods. This has led to independent Park District acquisitions such as Belgium Town Park and creatively parceled lands such as River's Edge/Reserve Park all in an effort to meet the community's need. These new park developments have included the addition of pickle ball courts, walking trails, soccer fields and natural areas.

Through extensive collaboration within the development process, frequent polling and analysis into the recreational desires of the St. Charles community, the Park District is continually planning for growth and the future recreational and open space needs. Just as a developer understands the critical aspects of their development, we understand the comprehensive aspects of developing an interconnected recreational network of pocket parks, neighborhood parks, community parks, regional parks and nature preserves & trails. The community recently rated the St. Charles Park District with an esteem rating that surpasses scores of other agencies within the Kane/DuPage county area as well as statewide benchmarks for Park Districts. Additionally in this same survey, the St. Charles community rated acquiring land for additional open space and recreation as one of their top future requests.

Through land/cash contributions, independent land purchases and creative planning, these recreational services and public greenways can continue to enhance the quality of life for our St. Charles residents. We are known for our beautiful parks, active lifestyles and appreciation of natural open space. The creation of such an exceptional community does not happen on its own, nor can it be solely left to the developers to determine our community's recreational or open space needs on an arbitrary and piece meal basis.



Bob Carne, President
St. Charles Park Board of Commissioners

cc: St. Charles Park Board of Commissioners
Holly Cabel, Director of Parks and Recreation
Laura Rudow, Superintendent of Parks and Planning



ST. CHARLES PARK DISTRICT

101 South Second Street • St. Charles, IL 60174 • Ph: 630-584-1055 • Fax: 630-584-1396 • stcparks.org

April 25, 2017

Mayor Ray Rogina
St. Charles City Council Members
City of St. Charles
2 E. Main Street
St. Charles, IL 60174

Dear Mayor Rogina and City Council Members,

At its April 17, 2017, meeting, the City Council considered the request of Executive Capital Corporation (Executive) to reduce its land and cash contribution to the Park District for its Prairie Winds development pursuant to the City's Dedication Ordinance. The Board of Commissioners of the St. Charles Park District strongly opposes any reduction to Executive's land or cash contributions and requests the City to defer any action or vote by the full City Council on this matter based on the below-mentioned facts.

The City's Dedication Ordinance states that the cash contribution in lieu of land shall be based upon the fair market value of improved land within the subdivision. The Ordinance further sets the fair market value for land in a subdivision within the City at \$240,500 per acre. Executive seeks to reduce its contribution to the Park District by claiming that the fair market value of improved land within its proposed subdivision is \$113,340. The City's Dedication Ordinance permits a developer to file a written objection to the value of land in the area of its subdivision, but the developer's objection must be accompanied by a formal appraisal showing the fair market value of improved land in the area. Executive has not submitted an appraisal in compliance with the Ordinance, and therefore the City cannot consider Executive's objection.

By the developer's own admission, \$240,500 per acre is a fair market value for improved land in St. Charles as it relates to the School District. He fully accepts those fees in lieu of land for the school contribution which acknowledges that if the CUSD303 had to purchase land in St. Charles to accommodate additional students, the cost to the School District would be \$240,500 per acre. The developer stated in public comment on April 17, 2017 that if the Fair Market Value was lowered, he would still pay the school district the amount they were owed under the current ordinance. The Park District would be

required to purchase land in virtually the same jurisdiction, yet the Fair Market Value is under objection.

The City's Dedication Ordinance permits the Park District to submit an appraisal in support of its opinion of improved land in the area of the proposed subdivision. The Park District is in the process of obtaining an appraisal and requests that the City not take any action to reduce Executive's required contribution to the Park District under the Dedication Ordinance until the Park District submits its appraisal, and the City has had the opportunity to review all appraisals.

There is currently no evidence upon which the City can justify a reduction in Executive's contribution required under the City's Dedication Ordinance. Executive has not submitted an appraisal that meets the requirements of the Ordinance. Further, the information that Executive has submitted with its written objection does not merit a reduction. A supplemental submission by Executive of MLS listings shows that of the five properties located within the City limits, considered improved land, reveals an average per acre listing price is \$347,279, well in excess of the City's current \$240,500 per acre.

The Park District proposes conducting a thorough review of the current per acre value used to determine developers' cash in lieu of land contributions to the Park District and School District. The Park District would be willing to assist in hiring an expert appraiser to look at the Ordinance's current per acre value and determine if any adjustment is necessary. Until such a thorough review has been completed, the City should not accede to any developer's request for a reduction in its contribution until at the very minimum, the developer has submitted a credible appraisal that meets the Ordinance requirements, and the Park District and School District also have been given a timely opportunity to submit their own appraisals.

Thank you for your consideration of our request.

A handwritten signature in dark ink, appearing to read "Robert Carne". The signature is fluid and cursive, with the first name "Robert" being more prominent than the last name "Carne".

Bob Carne, President
St. Charles Park Board of Commissioners

cc: St. Charles Park Board of Commissioners
Holly Cabel, Director of Parks and Recreation
Laura Rudow, Superintendent of Parks and Planning



ST. CHARLES PARK DISTRICT

101 South Second Street • St. Charles, IL 60174 • Ph: 630-584-1055 • Fax: 630-584-1396 • stcparks.org

April 13, 2017

Mayor Ray Rogina
St. Charles City Council Members
City of St. Charles
2 E. Main Street
St. Charles, IL 60174

Dear Mayor Rogina and City Council Members,

On Monday, April 10, 2017 we were made aware, via the City of St. Charles website, that the developer for Prairie Winds, LLC, had submitted an objection to the per-acre land value set in the City Code along with an appraisal for unimproved land. The City responded to the applicant requiring another appraisal to be performed assuming improved land which is due by noon on Thursday, the last business day prior to the three day holiday weekend and the City Council meeting on Monday, April 17, 2017.

Section 16.10.090 (C) states that while the fair market value of the land shall be decided by the City Council, other information may be submitted by the Park District. The Park District wants to have a voice and provide input in this process as it could significantly impact the open space and recreational opportunities for this development and the projects currently in this process or soon to be. However, with the expedited pace that this project has been moved through the City process, we have not been able to provide fact based responses or comparisons.

The above topic has been discussed by the Park Board of Commissioners as well as a second request made by Prairie Winds, LLC; private amenities receiving credit towards the Land Cash Ordinance. The City Code 16.10.180 states that a portion of the public park site requirement may be provided in the form of private recreation areas. The extent of which shall be determined by the City Council, *based upon the needs of the projected residents* and available park land in the general area.

As a Park District, we understand the recreational needs of the community we serve every day; in fact, we are experts in the field of parks and recreation. Allowing a residential developer the opportunity to design and receive credit for park space simply designated on a site plan does not thoughtfully consider or meet the recreational needs of the future residents. This, combined with a yet to be determined decrease in the per

acre land value, creates a situation that the St. Charles Park District does not believe is in the best interest of the future residents of this development and the community as a whole.

The residents of St. Charles are fortunate to have abundant opportunity for recreation and access to public open space. It speaks to the quality of life in this community and ranks extremely high in every survey conducted. Well planned and appropriately sized amenities contribute to resident favorability and should be considered when developing a park or placing a value on park land.

It is the Park Board of Commissioner's recommendation that the square footage of private amenities proposed within Prairie Winds, LLC, not be counted towards the 5.28 acres or cash in lieu calculated on the Park Land Worksheet. Furthermore, it is requested that acceptance of a second appraisal for improved land by the City Council for the purpose of decreasing the land value dollar amount be delayed until the Park District has the opportunity to complete an accurate review of the proposed appraisal and provide an appraisal of our own for discussion purposes.

As stated earlier, we want to offer guidance and perspective in this process as it relates to public recreation and open space. The decisions made regarding this development could negatively impact the quality of life in Prairie Winds and in future developments currently in the planning stages.

Thank you for your consideration,

A handwritten signature in black ink that reads "Bob Carne". The signature is written in a cursive, flowing style.

Bob Carne
President, St. Charles Park Board of Commissioners

cc: St. Charles Park Board of Commissioners
Holly Cabel, Director of Parks and Recreation
Laura Rudow, Superintendent of Parks and Planning

City staff compilation of sales data for improved lots

Based on listing information provided by the applicant (appraisal supplements)

ACTIVE Listings for Improved Lots from 4/13/17 Supplement					
Address	Street	Location	Acreage	List Price	Per Acre Value
Lot 1	Allen Ln	St. Charles	0.5	\$236,900	\$473,800
Lot 89	Switchgrass Ln	Unincorporated	0.54	\$197,900	\$366,481
Lot 87	Switchgrass Ln	Unincorporated	0.54	\$200,000	\$370,370
Lot 126	Longmeadow Ln	Unincorporated	0.78	\$200,000	\$256,410
Lot 76	Bristol Ct	Unincorporated	1.21	\$325,900	\$269,339

CLOSED Land Sales for Improved Lots from 4/13/17 Supplement					
Address	Street	Location	Acreage	Sale Price	Per Acre Value
Lot 92 (5N203)	Prairie Lakes Blvd	Unincorporated	0.55	\$136,000	\$247,273
Lot 84 (39W507)	Longmeadow Ln	Unincorporated	0.48	\$166,000	\$345,833

*

CLOSED Land Sales for Improved Lots from 4/21/17 Supplement					
Address	Street	Location	Acreage	Sale Price	Per Acre Value
Lot	Kaneville Rd	Geneva	0.44	\$75,000	\$170,455
1428**	W State St	Geneva	0.51	\$111,000	\$217,647

*

**Current address of parcel is 27 S Pine St

*Listing information was not accurate. Parcel size changed per Assessor information

Average Per Acre Value for CLOSED Sales Only	\$245,302
---	------------------

Average Per Acre Value for ACTIVE Listings and CLOSED Sales	\$301,957
--	------------------



April 21, 2017

Executive Capital
c/o Mr. Jeff Ratzer
Vice President
Big Rock Executive Center
47W210 Route 30
Big Rock, IL 60511

Re: Supplement to the Appraisal of
the 20.48 -Acre Vacant Land Parcel
on Bricher Road, Saint Charles, Kane County, IL

Dear Mr. Ratzer:

At your request, on March 3, 2017, we issued an appraisal report pertaining to the above referenced 20.48-acre parcel of vacant land in St. Charles, IL. The purpose of that appraisal report was to provide our opinion of the market value of the fee simple interest in the site under its then existing zoning.

This supplement incorporates by reference, is made part of, and should only be used in conjunction with our appraisal of the above referenced site dated March 3, 2017. This supplement should not be construed as an appraisal, comparable set for any specific property or an opinion of value. It is merely general market data.

The purpose of this supplement is to provide you with sales of finished single family residential lots ranging in size from .25 acres to 2.50 acres that are in incorporated areas with access to public water and sewer within a 1-mile radius of the subject site.

We make no warranties, either expressed or implied, as to the character and nature of our services and product.

The parameters of our research included searching the connectMLS (MRED real estate data) and Zillow for closed single family lot sales that occurred within the last 2 years ranging in size from .25 to 2.5 acres. Our findings are summarized in the attached spreadsheet.

April 21, 2017
Mr. Jeff Ratzner
Page 2

We uncovered 2 closed lot sales ranging from .44 acres to .75 acres dating back to February 2, 2015 and August 15, 2016. The average price per acre of the 2 sales uncovered equates to \$158,561 per acre.

In addition to compiling the attached lot sales, Mr. David Miller of our office also spoke with Ms. Ashley Johnson, Sales Consultant for the Lincoln Square single family residential subdivision offered by Pulte Homes at 2683 Camden Street, Geneva, IL. Ms. Johnson indicated that they are offering lots averaging around 7,500 SF for prices ranging from \$5,000 to \$10,000 as part of a lot plus house sale package which equates to \$29,040 to \$58,080/acre of land.

There are 48 lots in total at Lincoln Square and 34 have been sold or have been put under contract or are pending sale since December of 2014; there are 14 remaining lots. Ms Johnson did not have a breakdown of the committed or remaining unsold lots' square foot areas, but said the typical lot size is 7,500 SF. Lot pricing within the project depends on location, lot size and view. Ms Johnson also indicated they have been selling 2-3 lots per month since October of 2016.

Lincoln Square is directly across Bricher Road from the 20.48 -acre subject parcel. The subject site is adjacent to a Loews and a Meijer (big box retail properties) and has similar environs to Lincoln Square which is adjacent to Geneva Commons Shopping Center (includes over 80 retailers and restaurants on a site of over 418,000 SF) and both are within 1/2 mile of the Kane County Juvenile Justice Center a regional detention center that provides temporary custody for juveniles pending court proceedings or those that have been adjudicated on delinquent charges.

Attached is a summary of the closed sales uncovered in our research. It is not meant to be an absolutely exhaustive search list, but rather was made within the above described parameters via connectMLS and Zillow and includes a summary of activity in the Lincoln Square subdivision.

If you have any questions about this supplement to our original report, please contact us at your earliest convenience.

Respectfully submitted,

JOSEPH J. BLAKE AND ASSOCIATES, INC.



Michael J. Maglocchi, MAI
Managing Partner

Illinois Certified General Real Estate Appraiser No. 553.000119; Expires 09/30/17

MLS #	Status	Street Number	Street Name	Street Suffix	Area	Sale Price	Sale Date	Corp. Limits	Acreage	Lot Size	Zoning Type	Price/Acre
09199773	CLSD	0	KANEVILLE	RD	134	\$ 75,000.00	8/15/2016	Geneva	0.44	.25-.49 Acre	Single Family	\$170,454.55
Zillow Sale (ID # 1204432037)	CLSD	1428	W. State	Street	134	\$ 110,000.00	2/2/2015	Geneva	0.75	.25-.49 Acre	Single Family	\$146,666.67

# of Clsd Sales	2											
											Average Price/Acre	\$158,560.61
34 lots Pulte Homes (Lincoln Square)	CLSD,CNTRCT, PND	N/A	N/A	N/A	134	\$5,000-\$10,000	12/2014-Present	Geneva	0.17	.17-.21 Acre	Single Family	
											Average Price/Acre Range	\$29,040-\$58,080

Note: 1 mile radius from Randall and Bricher Rd



Joseph J. Blake and Associates, Inc.

Real Estate Valuation and Consulting

10 South LaSalle Street, Suite 1140 | Chicago, Illinois 60603 | Phone: 312-372-1333 | Fax: 312-372-5333 | www.josephjblake.com

April 13, 2017

Executive Capital
c/o Mr. Jeff Ratzer
Vice President
Big Rock Executive Center
47W210 Route 30
Big Rock, IL 60511

Re: Supplement to the Appraisal of
the 20.48 -Acre Vacant Land Parcel
on Bricher Road, Saint Charles, Kane County, IL

Dear Mr. Ratzer:

At your request, on March 3, 2017, we issued an appraisal report pertaining to the above referenced 20.48-acre parcel of vacant land in St. Charles, IL. The purpose of that appraisal report was to provide our opinion of the market value of the fee simple interest in the site under its then existing zoning.

This supplement incorporates by reference, is made part of, and should only be used in conjunction with our appraisal of the above referenced site dated March 3, 2017. This supplement should not be construed as an appraisal, comparable set for a specific property or an opinion of value. It is merely raw market data.

The purpose of this supplemental analysis is to provide you with sales and listings of finished single family residential lots (around 1-acre) that are located in the city of St. Charles, IL

We have performed our services and prepared this report in accordance with applicable, generally accepted appraisal practices. We make no other warranties, either expressed or implied, as to the character and nature of such services and product.

The parameters of our research included searching the connectMLS (MRED real estate data) for both closed single family lot sales that occurred within the last year ranging in size from .5 acres to 2.00 acres and current listings of lots available for sale ranging from roughly .5 acres to 2.00 acres all within the city of St. Charles, IL. Our findings are summarized in the attached spread sheets.

Corporate Headquarters: 425 Broad Hollow Road, Suite 429 | Melville, New York 11747 | (516) 827-0222

Regional Offices: Atlanta | Boston | Chicago | Dallas | Los Angeles | Miami | New York City | San Francisco | Washington D.C.

Blake & Sanyu Alliance: Tokyo | Osaka | Nagoya | Sendai

April 13, 2017
Mr. Jeff Ratzner
Page 2

We uncovered 9 closed lot sales ranging from .55 acres to 1.74 acres and averaging 1.10 acres dating back to April of 2016. The average price per acre of the 9 sales uncovered equated to \$107,474 per acre. The closed prices were roughly 87% of the reported asking prices.

We uncovered approximately 68 current lot listings ranging in size from .5 acres to 2.11 acres with an average asking price of \$138,152 per acre. If we apply the 13% average discount negotiated for the 9 lot sales to the listing's average per acre price (sales price divided by list price), the adjusted price averages \$120,191.

In addition to compiling the attached lot sales and listings, we also spoke with Ms. Ashley Johnson, Sales Consultant for the Lincoln Square single family residential subdivision offered by Pulte homes at 2683 Camden Street, Geneva, IL. Ms. Johnson indicated that they are offering lots averaging around 7,500 SF for prices ranging from \$5,000 to \$10,000 as part of a lot plus house sale package which equates to \$29,040 to \$58,080/acre.

Attached is a summary of the closed sales and active listings uncovered in our research for St. Charles, IL. It was not meant to be an absolutely exhaustive search, but rather was made within the above described parameters via connectMLS.

If you have any questions about this supplement to our original report, please contact us at your earliest convenience.

Respectfully submitted,

JOSEPH J. BLAKE AND ASSOCIATES, INC.



Michael J. Maglocchi, MAI
Managing Partner
Illinois Certified General Real Estate Appraiser No. 553.000119; Expires 09/30/17

Active Land Listings in St. Charles in the Last 12 Months

MLS #	Status	Street Number	Compass Point	Street Name	Street Suffix	Subdivision Lot Number	Area	List Price	Acreage	Lot Size	Zoning Type	Price/Acre
9472214	ACTV	6N690	N/A	Tuscola	AVE	N/A	St. Charles	\$29,900.00	0.5	.50-.99 Acre	Single Family	\$59,800.00
9472219	ACTV	6N690	N/A	Tuscola	AVE	N/A	St. Charles	\$29,900.00	0.5	.50-.99 Acre	Single Family	\$59,800.00
9249195	ACTV	Lot 1	N/A	Allen	LN	N/A	St. Charles	\$236,900.00	0.5	.50-.99 Acre	Single Family	\$473,800.00
9487045	ACTV	LOT 89	N/A	Switchgrass	LN	N/A	St. Charles	\$197,900.00	0.54	.50-.99 Acre	Single Family	\$366,481.48
9472004	ACTV	Lot 87	N/A	Switchgrass	LN	N/A	St. Charles	\$200,000.00	0.54	.50-.99 Acre	Single Family	\$370,370.37
9559724	A/I	35W743	N/A	South	LN	N/A	St. Charles	\$85,000.00	0.6	.50-.99 Acre	Single Family	\$141,666.67
9376528	ACTV	Lot 89	N/A	Burlington	RD	N/A	St. Charles	\$90,000.00	0.74	.50-.99 Acre	Single Family	\$121,621.62
9472019	ACTV	Lot 126	N/A	Longmeadow	LN	N/A	St. Charles	\$200,000.00	0.78	.50-.99 Acre	Single Family	\$256,410.26
9189428	ACTV	Lot 99	N/A	Brierwood	DR	18	St. Charles	\$69,000.00	0.84	.50-.99 Acre	Single Family	\$82,142.86
9202272	ACTV	Lot 98	N/A	Burlington	RD	98	St. Charles	\$50,000.00	0.87	.50-.99 Acre	Single Family	\$57,471.26
8961848	A/I	3N541	N/A	Prairie	DR	13	St. Charles	\$88,800.00	1.04	1.0-1.99 Acres	Single Family	\$85,384.62
9579133	ACTV	895	N/A	Geneva	RD	N/A	St. Charles	\$395,000.00	1.04	1.0-1.99 Acres	Single Family	\$379,807.69
9044264	ACTV	6N255	N/A	Old Farm	LN	N/A	St. Charles	\$145,000.00	1.05	1.0-1.99 Acres	Single Family	\$138,095.24
9571200	ACTV	35W247	N/A	Fox River	DR	N/A	St. Charles	\$174,900.00	1.06	1.0-1.99 Acres	Single Family	\$165,000.00
9044259	ACTV	Lot 69	N/A	Old Farm	LN	N/A	St. Charles	\$145,000.00	1.07	1.0-1.99 Acres	Single Family	\$135,514.02
9479191	ACTV	LOT 15	N/A	HearthStone	CT	15	St. Charles	\$89,900.00	1.14	1.0-1.99 Acres	Single Family	\$78,859.65
9206078	ACTV	Lot 40	N/A	Lancaster	ST	N/A	St. Charles	\$249,900.00	1.16	1.0-1.99 Acres	Single Family	\$215,431.03
9152362	ACTV	LOT 1	N/A	Citation	LN	1	St. Charles	\$70,000.00	1.2	1.0-1.99 Acres	Planned Unit Development	\$58,333.33
9486792	ACTV	Lot 76	N/A	Bristol	CT	76	St. Charles	\$325,900.00	1.21	1.0-1.99 Acres	Single Family	\$269,338.84
9398449	ACTV	41W629	N/A	Fox Bend	DR	N/A	St. Charles	\$74,500.00	1.25	1.0-1.99 Acres	Single Family	\$59,600.00
8667202	ACTV	Lot 101	N/A	Oak Pointe	DR	N/A	St. Charles	\$229,000.00	1.25	1.0-1.99 Acres	Single Family	\$183,200.00
9189760	ACTV	37W206	N/A	Deer Pond	CT	6	St. Charles	\$299,900.00	1.25	1.0-1.99 Acres	Single Family	\$239,920.00
9336707	ACTV	5N074	N/A	White Bridge	RD	N/A	St. Charles	\$199,900.00	1.26	1.0-1.99 Acres	Single Family	\$158,650.79
9095471	ACTV	Lot 16	N/A	Deer Pond	DR	N/A	St. Charles	\$249,900.00	1.26	1.0-1.99 Acres	Single Family	\$198,333.33
9578487	ACTV	Lot 3	N/A	Oak Shadows	LN	3	St. Charles	\$288,000.00	1.26	1.0-1.99 Acres	Planned Unit Development	\$228,571.43
9309807	CTGO	LOT 112	N/A	Black Willow	DR	112	St. Charles	\$170,000.00	1.27	1.0-1.99 Acres	Single Family	\$133,858.27
9508385	ACTV	LOT 27	N/A	Ferson	CT	27	St. Charles	\$54,900.00	1.29	1.0-1.99 Acres	Single Family	\$42,558.14
9284558	ACTV	37W217	N/A	Deer Pond	CT	9	St. Charles	\$149,900.00	1.3	1.0-1.99 Acres	Single Family	\$115,307.69
9327977	ACTV	Lot 16	N/A	Heather	LN	16	St. Charles	\$99,000.00	1.31	1.0-1.99 Acres	Single Family	\$75,572.52
9327989	ACTV	Lot 4	N/A	Trail Ridge	DR	4	St. Charles	\$99,000.00	1.31	1.0-1.99 Acres	Single Family	\$75,572.52
9400100	ACTV	LOT 17	N	Sunset Views	DR	17	St. Charles	\$75,000.00	1.33	1.0-1.99 Acres	Single Family	\$56,390.98
9058699	ACTV	43W819	N/A	Morningside	CT	44	St. Charles	\$89,000.00	1.33	1.0-1.99 Acres	Single Family	\$66,917.29
9328011	ACTV	Lot 19	N/A	Trail Ridge	DR	19	St. Charles	\$99,000.00	1.33	1.0-1.99 Acres	Single Family	\$74,436.09
9185609	A/I	43W685	N/A	Sunset	CT	69	St. Charles	\$59,000.00	1.34	1.0-1.99 Acres	Single Family	\$44,029.85
9581555	ACTV	LOT 19	N/A	Foxmoor	DR	N/A	St. Charles	\$130,000.00	1.34	1.0-1.99 Acres	Single Family	\$97,014.93
9322376	ACTV	Lot 2	N/A	Prairie Wood	CT	2	St. Charles	\$199,500.00	1.34	1.0-1.99 Acres	Single Family	\$148,880.60
9171547	ACTV	06N115	E	Sunset Views	DR	12	St. Charles	\$50,000.00	1.35	1.0-1.99 Acres	Single Family	\$37,037.04
9018222	ACTV	Lot 122	N/A	Hickory	DR	122	St. Charles	\$259,000.00	1.35	1.0-1.99 Acres	Single Family	\$191,851.85
9393540	ACTV	43W724	N/A	Twilight	LN	N/A	St. Charles	\$89,000.00	1.36	1.0-1.99 Acres	Single Family	\$65,441.18
9328018	ACTV	Lot 6	N/A	Heather	LN	N/A	St. Charles	\$99,000.00	1.36	1.0-1.99 Acres	Single Family	\$72,794.12
8815482	ACTV	Lot 2	N/A	Prairie Valley	DR	N/A	St. Charles	\$35,000.00	1.4	1.0-1.99 Acres	Single Family	\$25,000.00
9488439	ACTV	43W812	N	Sunset Views	DR	20	St. Charles	\$50,000.00	1.4	1.0-1.99 Acres	Single Family	\$35,714.29
7127169	ACTV	LOT 35	N/A	West Sunset Views	DR	N/A	St. Charles	\$69,000.00	1.41	1.0-1.99 Acres	Single Family	\$48,936.17
9041359	ACTV	Lot 2	N/A	Denker	RD	2	St. Charles	\$225,000.00	1.45	1.0-1.99 Acres	Single Family	\$155,172.41
9579682	ACTV	Lot72	N/A	Timbergate	LN	72	St. Charles	\$225,000.00	1.48	1.0-1.99 Acres	Single Family	\$152,027.03
9400099	ACTV	LOT 1	E	Sunset views	DR	1	St. Charles	\$55,000.00	1.51	1.0-1.99 Acres	Single Family	\$36,423.84
9294653	ACTV	41W	N/A	IL RT 64	HWY	N/A	St. Charles	\$99,999.00	1.51	1.0-1.99 Acres	Single Family	\$66,224.50
9161667	ACTV	Lot 11	N/A	Old Farm	RD	11	St. Charles	\$299,000.00	1.52	1.0-1.99 Acres	Single Family	\$196,710.53
9497800	ACTV	Lot 8	N/A	Mission Hills	DR	8	St. Charles	\$199,900.00	1.62	1.0-1.99 Acres	Single Family	\$123,395.06
9045476	ACTV	LOT 4	N/A	Cranston North	RD	N/A	St. Charles	\$79,900.00	1.64	1.0-1.99 Acres	Single Family	\$48,719.51
9488998	ACTV	36W115	N/A	Silver Glen	RD	N/A	St. Charles	\$139,900.00	1.64	1.0-1.99 Acres	Agriculture	\$85,304.88
9408272	ACTV	Lot 5	N/A	Knoll Creek	DR	N/A	St. Charles	\$149,900.00	1.65	1.0-1.99 Acres	Single Family	\$90,848.48
9279793	ACTV	LOT 1	N/A	Oak Shadows	LN	1	St. Charles	\$199,900.00	1.65	1.0-1.99 Acres	Single Family	\$121,151.52
9387036	ACTV	5N538	N/A	Trail Ridge	DR	18	St. Charles	\$99,000.00	1.68	1.0-1.99 Acres	Single Family	\$58,928.57
7127193	ACTV	LOT 28	N/A	West Sunset Views	DR	N/A	St. Charles	\$79,000.00	1.72	1.0-1.99 Acres	Single Family	\$45,930.23
7127175	ACTV	LOT 36	N/A	West Sunset Views	DR	N/A	St. Charles	\$55,000.00	1.74	1.0-1.99 Acres	Single Family	\$31,609.20
9563249	ACTV	Lot 7	N/A	Weeping Beech	LN	7	St. Charles	\$418,500.00	1.75	1.0-1.99 Acres	Planned Unit Development	\$239,142.86
9151928	ACTV	4N812	N/A	Old Farm	RD	N/A	St. Charles	\$180,000.00	1.79	1.0-1.99 Acres	Single Family	\$100,558.66
9569645	ACTV	33	N/A	Autumn	CT	33	St. Charles	\$85,000.00	1.83	1.0-1.99 Acres	Single Family	\$46,448.09
9474867	ACTV	Lot 11	N/A	Deer Pond	DR	N/A	St. Charles	\$349,000.00	1.85	1.0-1.99 Acres	Single Family	\$188,648.65
7018261	ACTV	Lot 18	N/A	Oakmont	DR	18	St. Charles	\$325,900.00	1.87	1.0-1.99 Acres	Single Family	\$174,278.07
7437000	ACTV	LOT 25	N/A	West Sunset Views	DR	N/A	St. Charles	\$89,000.00	1.88	1.0-1.99 Acres	Single Family	\$47,340.43
9508302	ACTV	LOT 2	N/A	Deer Pond	DR	2	St. Charles	\$199,990.00	1.9	1.0-1.99 Acres	Single Family	\$105,257.89
9400102	ACTV	LOT 29	W	Sunset Views	DR	29	St. Charles	\$75,000.00	1.95	1.0-1.99 Acres	Single Family	\$38,461.54

Active Land Listings in St. Charles in the Last 12 Months

9213695	ACTV	41W765	N/A	Griffin	LN	N/A	St. Charles	\$99,800.00	1.95	1.0-1.99 Acres	Single Family	\$51,179.49
9387045	ACTV	43W632	N/A	Coleman	LN	3	St. Charles	\$140,000.00	1.99	1.0-1.99 Acres	Single Family	\$70,351.76
6944602	ACTV	LOT 24	N/A	North Sunset View	DR	N/A	St. Charles	\$85,000.00	2.11	1.0-1.99 Acres	Single Family	\$40,284.36
Average Lot Size (Acres)										1.338382353	Average Price/Acre	\$138,151.70

Closed Land Sales in St. Charles in the 12 Months

MLS #	Status	Street Number	Compass Point	Street Name	Street Suffix	Subdivision Lot Number	Area	Date	List Price	Sold Price	Acreage	Lot Size	Zoning Type	Price/Acre
9274383	CLSD	Lot 92	N/A	Prairie Lakes	BLVD	92	St. Charles	2/6/2017	\$140,000.00	\$136,000.00	0.55	.50-.99 Acre	Single Family	\$247,272.73
9134667	CLSD	Lot 84	N/A	Longmeadow	LN	84	St. Charles	5/31/2016	\$199,900.00	\$166,000.00	0.55	.50-.99 Acre	Single Family	\$301,818.18
9133196	CLSD	6n540	N/A	IL Route 31	N/A	N/A	St. Charles	5/19/2016	\$139,000.00	\$100,000.00	0.76	.50-.99 Acre	Agriculture	\$131,578.95
9178565	CLSD	Lot 26	N/A	Bolcum	RD	N/A	St. Charles	2/13/2017	\$50,000.00	\$36,000.00	1.14	1.0-1.99 Acres	Single Family	\$31,578.95
9103146	CLSD	Lot 15	N/A	HearthStone	CT	15	St. Charles	4/15/2016	\$65,000.00	\$52,000.00	1.14	1.0-1.99 Acres	Single Family	\$45,614.04
8967358	CLSD	109	W	Ridgewood	LN	109	St. Charles	11/30/2016	\$54,900.00	\$20,000.00	1.22	1.0-1.99 Acres	Single Family	\$16,393.44
9342913	CLSD	Lot 4	N/A	Emerald	CT	N/A	St. Charles	3/30/2017	\$89,900.00	\$45,000.00	1.33	1.0-1.99 Acres	Single Family	\$33,834.59
9312441	PEND	Lot 41	N/A	Autumn	LN	41	St. Charles	3/22/2017(OFF MARKET)	\$49,900	\$49,900.00	1.46	1.0-1.99 Acres	Single Family	\$34,178.08
9177457	CLSD	36W023	N/A	Crane	RD	N/A	St. Charles	9/27/2016	\$249,900.00	\$217,500.00	1.74	1.0-1.99 Acres	Single Family	\$125,000.00
Average Lot Size (Acres)											1.098889	Average Price/Acre		\$107,474.33

LAW OFFICES

HOSCHEIT, McGUIRK, McCRACKEN & CUSCADEN, P.C.

1001 EAST MAIN STREET, SUITE G
SAINT CHARLES, ILLINOIS 60174-2203

JOHN J. HOSCHEIT
JOHN M. McGUIRK
KATE L. McCRACKEN
DOUGLAS R. CUSCADEN

TELEPHONE: 630.513.8700
FACSIMILE: 630.513.8799

April 5, 2017

Mr. Andrew Kolb
Vanek, Larson & Kolb LLC
200 W. Main St.
St. Charles, IL 60174

Re: Prairie Winds of St. Charles – Notice of Objection to Fair Market Value under City Code
Section 16.10.090

Dear Mr. Kolb,

The City is in receipt of your letter dated March 17, 2017 objecting to the fair market value of land established under the City's School and Park Land Cash Dedication Ordinance (City Code Title 16, "Subdivisions and Land Improvement," Chapter 16.10 "Dedications", Section 16.10.090 "Amount of Cash Contribution") This request pertains to the current zoning and subdivision requests for the proposed Prairie Winds development on Bricher Road.

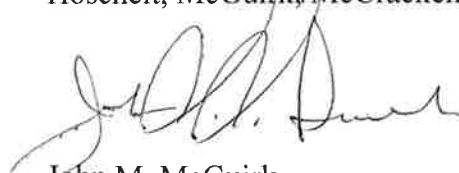
Section 16.10.090, Subsection 2, states that a subdivider may file a written objection to the use of the per acre land value established in this section (currently \$240,500) by submitting a formal appraisal. An appraisal report dated February 25, 2017 prepared by Joseph J. Blake and Associates, Inc. has been provided. The report indicates that the appraisal was intended to determine the "market value" of the Prairie Winds site (under current zoning). The report establishes a market value of \$2.3 million, which equals \$112,304 per acre.

Please be advised that Section 16.10.090 states that an objection to the per-acre value shall show "the fair market value of *improved* land in the area of the subdivision." Title 16 of the City of the City Code defines "Improved Land" as: "Land located within a development which has been improved by installation of the required land improvements." Land Improvements are defined as: "Any sanitary sewer, storm sewer and water systems, including all appurtenances thereto, retention and detention basins, grading and surface drainage ways and facilities, curbs, paving, streets, street lighting, sidewalks, street signs, seeding, and tree plantings." The sales comparisons in the appraisal report are for raw land parcels, not improved land.

HMMC

The appraisal report is not sufficient to support the request for a written objection to the per-acre value under Section 16.10.090, Subjection 2. For the City to further consider this request, an appraisal showing the fair market value of improved land in the area of the subdivision must be submitted for review.

Very truly yours,
Hoscheit, McGuirk, McCracken & Cuscaden, P.C.



John M. McGuirk

JMM:lmk



200 W. Main Street
St. Charles, IL 60174
P: 630.513.9800
F: 630.513.9802
www.vlklawfirm.com

Attorneys:
Gary M. Vanek
Scott P. Larson
Andrew E. Kolb
Lindsay K. Sanchez
Brian Stines

Of Counsel:
Lauren Jackson

March 17, 2017

Via Hand Delivery

Mayor Ray Rogina
City Council Members
City of St. Charles
2 E. Main Street
St. Charles, IL 60174

RE: Prairie Winds, LLC
Notice of Objection – Fair Market Value of Land as established by City of St. Charles
Municipal Code Section 16.10.090

Dear Mayor Rogina and City Council Members:

We are writing on behalf of our client, Prairie Winds, LLC (“Applicant”), and with respect to its application for development approvals for a proposed multi-family residential development located on 20.48 acres of vacant property located at the intersection of Randall Rd. and Bricher Road in St. Charles (the “Subject Property”).

As you know, the Applicant has been working with the City over the course of several months and has personally met with the members of the City Council to resolve the issue of cash donations to the City associated with its zoning approvals. Applicant initially had two concerns regarding the cash in lieu donations: (i) the Inclusionary Housing fee, which has recently been addressed; and (ii) the exorbitant Park District fee, which to date has been the subject of much deliberation but has yet to be resolved. At this point, and after many months of informal discussion, the Applicant is looking for a formal decision on the matter of the Park District fee. In an effort to bring about a final determination of this fee, we are submitting to you this notice of objection with the expectation that this will bring the matter to a final resolution acceptable to all parties involved.

Please allow this letter to serve as notice that in accordance with Section 16.10.900(B) of the Municipal Code of the City of St. Charles, Applicant hereby objects to the use of the per acre value of \$240,500.00 per acre as established within Section 16.10.090 of the Municipal code of the City of St. Charles.

In further accordance with Section 16.10.900(B) of the Municipal Code, and in support of its objection, Applicant submits the enclosed appraisal of the Subject Property prepared by Joseph J. Blake and Associates, Inc. (the “Appraisal”). The Appraisal sets the fair market value of the Subject Property at \$112,304.00 per acre.



Applicant requests that the City Council use the fair market value as determined in the enclosed Appraisal to calculate the cash in lieu of land dedication requirement for final plat of subdivision approval as set forth in Section 16.10.050. We look forward to your comments.

Respectfully,

Andrew E. Kolb

**APPRAISAL OF 20.48-ACRES
OF VACANT LAND ON
BRICHER ROAD IN
SAINT CHARLES, KANE COUNTY, ILLINOIS**

Prepared For: Executive Capital
c/o Mr. Jeff Ratzer
Vice President
Big Rock Executive Center
47W210 Route 30
Big Rock, IL 60511

Prepared By: Joseph J. Blake and Associates, Inc.
10 South LaSalle Street, Suite 1140
Chicago, Illinois 60603

Date
of Appraisal: February 25, 2017



March 9, 2017

Executive Capital
c/o Mr. Jeff Ratzer
Vice President
Big Rock Executive Center
47W210 Route 30
Big Rock, IL 60511

Re: Appraisal of the Vacant Land on Bricher Road
Saint Charles, Kane County, IL

Dear Mr. Ratzer:

At your request, we have inspected and appraised the above captioned property as of February 25, 2017. The ensuing appraisal report and our final opinion of fee simple market value have been based upon a personal inspection of the property and upon research into various factors that influence value.

The subject is zoned BR-Regional Business and part of PUD 47 (see Extraordinary Assumptions). It consists of 20.48 acres of vacant land. The property is along Bricher Road on the south. It is just west of Randall Road and one-half mile west of Randall Road and Lincoln Highway. According to the prospective buyer, Mr. Jeff Ratzer, the land is under contract. It is a part of a larger, 32-acre property that will be replatted. The property sale and price are contingent on the property being rezoned to RM3 to allow for a proposed 250+ unit Class A apartment property. However, we have appraised the as is market value of the subject site under current zoning with no contingencies. The subject does not have existing improvements and is currently farmland.

The scope of this assignment involved inspecting the subject and surrounding area, the examination of marketing and exposure times, and land sales data. The ensuing appraisal report has been prepared in conformity with and is subject to the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation (USPAP) appraisal guidelines. Accordingly, the report considers all of the recognized appraisal methods and techniques that materially contribute to a proper valuation of the real property under analysis. The appraisal is subject to the attached Assumptions and Limiting Conditions.

We have performed our services and prepared this report in accordance with applicable, generally accepted appraisal practices. We make no other warranties, either expressed or implied, as to the character and nature of such services and product.

March 9, 2017
Mr. Jeff Ratzer
Page 2

Based on our inspection and analysis of economic trends influential to the property, it is our opinion that the as is market value of the fee simple interest in the 20.48-acre subject site at Bricher Road in the City of Saint Charles, Kane County, Illinois, as of the effective date of the appraisal, February 25, 2017, and subject to the incorporated Assumptions and Conditions and its current zoning, is:

TWO MILLION THREE HUNDRED THOUSAND (\$2,300,000) DOLLARS

We are of the opinion that a reasonably achievable marketing time for the market value opinion, assuming the property was properly priced and actively marketed, is 12 to 36 months commencing from the effective date of appraisal going forward. We estimate an exposure period of 12 to 36 months preceding the effective date of appraisal, if properly priced and actively marketed.

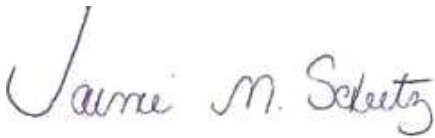
If you have any questions about this appraisal report, please contact us at your earliest convenience.

Respectfully submitted,

JOSEPH J. BLAKE AND ASSOCIATES, INC.



Michael J. Maglocchi, MAI
Managing Partner
Illinois Certified General Real Estate Appraiser No. 553.000119; Expires 09/30/17



Jaime M. Scheetz
Senior Appraiser
Illinois Certified General Real Estate Appraiser No. 553.002450; Expires 09/30/17

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

1

LOCATION: Appraisal of the Vacant Land at Bricher Road
Saint Charles, Kane County, IL

DESCRIPTION: 20.48-acres

PURPOSE AND INTENDED USE
OF THE APPRAISAL: The purpose of this appraisal report is to provide our opinion of the as is market value of the fee simple interest in the subject as of February 25, 2017 as well as to provide an understanding of the market valuation of raw land in the area. The intended use of this appraisal Executive Capital, in asset management decisions regarding the subject.

PERTINENT DATES
Effective Date of Appraisal: February 25, 2017
Date of Report: March 9, 2017

SITE DATA: The subject is zoned BR –Regional Business and part of PUD 47 (see Extraordinary Assumptions). It consists of 20.48 acres of vacant land. The property is along Bricher Road on the south. It is just west of Randall Road and one-half mile west of Randall Road and Lincoln Highway. According to the prospective buyer, Mr. Jeff Ratzer, the land is under contract. It is a part of a larger, 32-acre property that will be replatted. The property sale and price are contingent on the property being rezoned to RM3 to allow for a proposed 250+ unit Class A apartment property. However, we have appraised the as is value of the subject site. This property does not have existing improvements and is currently farmland.

ZONING: BR – Regional Business District (part of PUD 47)

HIGHEST AND BEST USE
As Vacant: Residential Development (As Planned)

FINAL MARKET VALUE OPINION

Market Value of Subject Site: **\$2,300,000**

This Appraisal Report is subject to underlying assumptions and limiting conditions qualifying the information contained in the Report as follows:

The valuation estimate applies only to the property specifically identified and described in the Report.

Information and data contained in the Report, although obtained from public record and other reliable sources, and, where possible, carefully checked by the appraisers, is accepted as satisfactory evidence upon which rests the final expression of property value.

The appraisers have made no legal survey, nor have they commissioned one to be prepared and, therefore, reference to a sketch, plat, diagram, or previous survey appearing in the Report is only for the purpose of assisting the reader to visualize the property.

It is assumed that all information known to the client and relative to the valuation has been accurately furnished and that there are no undisclosed leases, agreements, liens, or other encumbrances affecting the use of the property.

Ownership and management are assumed to be competent and in responsible hands.

No responsibility beyond reasonableness is assumed for matters of a legal nature, whether existing or pending.

The appraisers, by reason of this Appraisal, shall not be required to give testimony as expert witnesses in any legal hearing or before any Court of Law unless justly and fairly compensated for such services.

By reason of the Purpose of the Appraisal and Function of the Report herein set forth, the value reported is only applicable to the Property Rights Appraised and the Appraisal Report should not be used for any other purpose.

Disclosure of the contents of this Appraisal Report is governed by the Bylaws and Regulations of the Appraisal Institute.

Neither all nor any part of the contents of this Report (especially any conclusions as to value, the identity of the appraisers, or the firm with which they are connected, or any reference to the Appraisal Institute or to the MAI Designation) shall be reproduced for dissemination to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without the prior consent and written approval of the appraisers.

The appraisers have not been furnished with soil or subsoil tests. In the absence of soil boring tests, it is assumed that there are no unusual subsoil conditions or, if any do exist they can be or have been corrected through the use of modern construction techniques at a reasonable cost.

This appraisal is based on the conditions of local and national economies, purchasing power of money, and financing rates prevailing at the effective Date of Appraisal.

The appraisers are not engineers, and any references to physical property characteristics in terms of quality, condition, cost, suitability, soil conditions, flood risk, obsolescence, etc., are strictly related to their economic impact on the property. No liability is assumed for any engineering-related issues.

Unless otherwise stated in this report, the existence of hazardous material that may or may not be present on the property was not observed by the appraiser. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

Toxic and hazardous substances, if present within a facility, can introduce an actual or potential liability that may adversely affect marketability and value. Such affect may be in the form of immediate clean-up expense or future liability of clean-up costs (stigma). In the development of our opinion of value, no consideration was given to such liability or its impact on value. The client releases Joseph J. Blake and Associates from any and all liability related in any way to environmental matters.

Possession of this report or a copy thereof does not imply right of publication, nor use for any purpose by any other than the client to whom it is addressed, without the written consent of the authors.

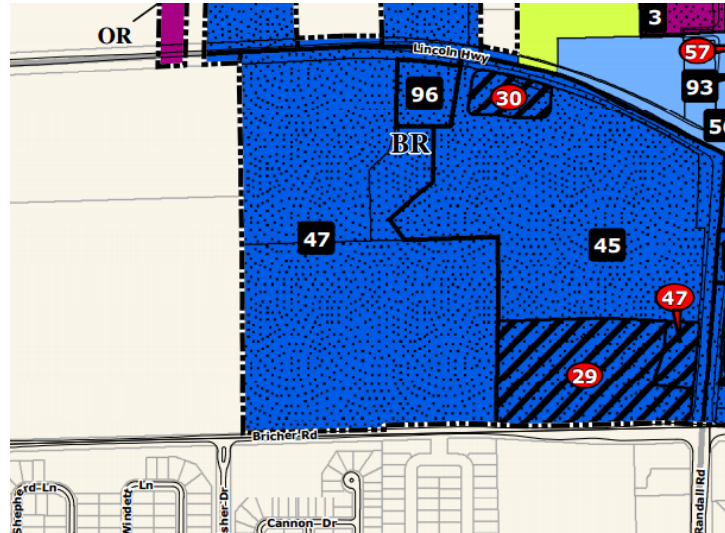
The liability of Joseph J. Blake and Associates, Inc., and its employees is limited to the client, Executive Capital. The intended user of this appraisal report is Executive Capital. Third parties, who desire us to prepare appraisals of the subject property for their use, should contact Joseph J. Blake and Associates, Inc. at 10 South LaSalle Street, Suite 1140, Chicago, Illinois 60603.

Cash flow projections are forecasts of estimated future operating characteristics and are based on the information and assumptions contained within the appraisal report. The achievement of the financial projections and prospective values will be affected by fluctuating economic conditions and is dependent upon other future occurrences that cannot be assured. Actual results may well vary from the projections contained herein. The appraisers do not warrant that these forecasts and prospective values will occur. Projections may be affected by circumstances beyond the current realm of knowledge or control of the appraisers.

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements for the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of the ADA in estimating the value of the property.

Extraordinary Assumptions

The subject is zoned BR –Regional Business and part of PUD 47. The zoning has been obtained from the Saint Charles zoning map. See below. The property is contingent on the property being rezoned to RM3 to allow for a proposed 250+ unit Class A apartment property. However, we have appraised the as is value of the subject site. This property does not have existing improvements and is currently farmland. According to the prospective buyer, the property will be replatted as it is currently part of a larger parcel of land. We assume that the zoning as noted above is correct and that it will be replatted without delay.



The property is currently being farmed by one tenant. We were not provided with the lease but were informed that it is a short term lease. As such, we have appraised the fee simple value of the subject.

As of the date of this report, we have not received a soils report, survey, engineering study or an environmental report. Therefore, it is assumed that the property is not encumbered by any easements, deed restrictions, environmental or wetlands/soils deficiencies that would negatively affect the value of the property.

The site size of 20.48 acres was provided by the prospective buyer and confirmed by the purchase contract. We received a plat of a topographic survey of the larger, 32-acre site that was performed by Engineers Scientists Surveyors in October 2016 (project number 16262). As such, we have used 20.48-acres in our analysis. In addition, the subject has not been legally subdivided. We assume that this will occur in a timely fashion with no delays and at a minimal cost.

The use of these extraordinary assumptions might have affected the assignment results.

I, Jaime M. Scheetz, certify that:

- I have made a personal inspection of the property that is the subject of this report.
- all market data pertaining to the final value estimate has been accumulated from various sources and, where possible, personally examined and verified as to details, motivation and validity.

I, Michael J. Maglocchi, MAI, certify that:

- I have not made a personal inspection of the subject property.
- I have reviewed the analyses, conclusions, and opinions concerning real estate contained in this report and fully concur with the final value estimate herein expressed.
- the Appraisal Institute conducts a program of continuing education for its designated members. MAIs who meet the minimum standards of this program are awarded periodic educational certification.
- as of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.

We, Michael J. Maglocchi and Jaime M. Scheetz, certify that:

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- we have no present or prospective interest in the property that is the subject of this report, and we have no personal interest with respect to the parties involved.
- we have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

- the appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- we are professionally competent to perform this appraisal assignment by virtue of previous experience with similar assignments and/or appropriate research and education regarding the specific property type being appraised.
- the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice (USPAP).
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- no one provided significant real property appraisal assistance to the persons signing this certification.
- we have not previously appraised this property in the three years immediately prior to the date of acceptance of this assignment. We have not provided any other services relating to the subject property in the three years immediately prior to the date of acceptance of this assignment.

Based on our inspection and analysis of economic trends influential to the property, it is our opinion that the as is market value of the fee simple interest in the 20.48-acre subject site at Bricher Road in the City of Saint Charles, Kane County, Illinois, as of the effective date of the appraisal, February 25, 2017, subject to the incorporated Assumptions and Conditions and subject to the existing zoning, is:

TWO MILLION THREE HUNDRED THOUSAND (\$2,300,000) DOLLARS

We are of the opinion that a reasonably achievable marketing time for the market value opinion, assuming the property was properly priced and actively marketed, is 12 to 36 months commencing from the effective date of appraisal going forward. We estimate an exposure period of 12 to 36 months preceding the effective date of appraisal, if properly priced and actively marketed.

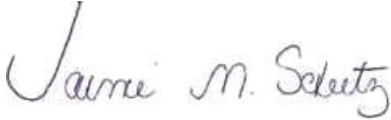
JOSEPH J. BLAKE AND ASSOCIATES, INC.



Michael J. Maglocchi, MAI

Managing Partner

Illinois Certified General Real Estate Appraiser No. 553.000119; Expires 09/30/17



Jaime M. Scheetz

Senior Appraiser

Illinois Certified General Real Estate Appraiser No. 553.002450; Expires 09/30/17

IDENTIFICATION OF SUBJECT PROPERTY

The subject is zoned BR-Regional Business and part of PUD 47 (see Extraordinary Assumptions). It consists of 20.48 acres of vacant land. The property is along Bricher Road on the south. It is just west of Randall Road and one-half mile west of Randall Road and Lincoln Highway. It is a part of a larger, 32-acre property that will be replatted. The pending sale and purchase price are contingent on the property being rezoned to RM3 to allow for a proposed 250+ unit Class A apartment property. However, we have appraised the as is value of the subject site under current zoning and no contingencies. The subject does not have existing improvements and is currently farmland.

As of the effective date of appraisal, the Kane County Assessor's Office identifies the subject with the following parcel numbers:

14-12-16-200-010 & 14-12-16-216-400-005

LEGAL DESCRIPTION

The legal description of the property was provided by the prospective buyer and is found in the site description section of the report. We have not commissioned a survey, nor have we had one verified by legal counsel. Therefore, before being used for any other purpose, we suggest the legal descriptions be verified by legal counsel.

PURPOSE, CLIENT, INTENDED USER AND USE OF THE APPRAISAL

The purpose of this appraisal report is to provide our opinion of the as is market value of the fee simple interest in the subject as of February 25, 2017 under its existing zoning without contingencies as well as to provide an understanding of the market valuation of raw land in the area. The intended use of this appraisal report is to assist the client and sole intended user, Executive Capital, with asset management decisions regarding the subject.

EFFECTIVE DATE OF APPRAISAL/INSPECTION/ANALYSIS/REPORT

The appraisal report with its analysis, conclusions, and final opinion of market value, is specifically applicable to the effective date of appraisal: February 25, 2017. The date of the analysis is February 25, 2017. The property was last inspected February 25, 2017. The date of this report is March 9, 2017.

PROPERTY RIGHTS APPRAISED

The subject is appraised on the basis of a fee simple estate, which is defined as:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."¹

DEFINITION OF MARKET VALUE

Market value, as defined under the Federal Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), is:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions, whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."²

¹ *The Dictionary of Real Estate Appraisal*, Fifth Edition (Appraisal Institute 2010), page 78.

² (12 C.F.R. Part 34.42(g); 55 *Federal Register* 34696, August 24, 1990, as amended at 57 *Federal Register* 12202, April 9, 1992; 59 *Federal Register* 29499, June 7, 1994) *The Dictionary of Real Estate Appraisal*, Fifth Edition, (Appraisal Institute 2010), Pages 122-123.

SCOPE OF THE APPRAISAL

The three most widely accepted approaches to value, the Cost Approach, Income Capitalization Approach, and Sales Comparison Approach were considered, but only the Sales Approach was employed.

The Cost Approach derives market value by establishing the land value of the vacant and unimproved parcel(s) and then adds the depreciated cost of any infrastructure improvements to come to value conclusion. This technique was not is used, because it makes a direct correlation between value and cost which can be unreliable. In particular, the Cost Approach is unable to account for low cost and less tangible contributors to a subdivisions value, such as an annexation agreement and platted and engineered sites. In this case, it is inherently unreliable and unnecessary to determining a credible value opinion.

The Income Capitalization Approach is not applicable to residential land in this market as there is no significant leased fee land market.

The Sales Approach is the most direct and effective means by which to establish a land value opinion and was the Approach most necessary to deriving a credible value opinion of the subject.

The scope of this assignment entails the collection, verification and analysis of data pertinent to the Sales Comparison Approach. Market data compiled for this report include a variety of land sales. This data is a result of research specific to the state of Illinois and the regional area and is considered pertinent to the subject. The data has been verified by buyers, sellers, brokers, managers, government officials or other sources regarded as knowledgeable and reliable.

Information specific to the subject, such as descriptive information, zoning and tax records were derived from public records and from discussions with the prospective buyer and is assumed to be correct. The information appeared reliable, based on an inspection of the property.

Specific estimates concerning prices per square foot, highest and best use conclusions, etc., reflect the judgment of the Appraisers based on interpretation of the market data. The reasoning behind such estimates is illustrated throughout the Sales Comparison Approach.

HISTORY OF THE SUBJECT

According to the prospective buyer, Mr. Jeff Ratzer, the land is under contract. It is a part of a larger, 32-acre property that will be replatted. The property sale and price are contingent on the property being rezoned to RM3 to allow for a proposed 250+ unit Class A apartment property.

To the best of our knowledge, there have been no other ownership transfers, sales or listings of the subject parcels over the five-year period prior to the effective date of this appraisal other than the current contract.

EXPOSURE TIME AND MARKETING PERIOD

Implicit in a market value estimate is the condition that "a reasonable time is allowed for exposure in the open market." In a statement issued by the Appraisal Standards Board (ASB) of the Appraisal Foundation, it was noted that reasonable exposure time is presumed to precede the effective date of value. Exposure time is defined as follows: "the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market."³

Marketing time is defined as "an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of the appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal."⁴

The subject consists of a land parcel encompassing 20.48-acres. It is currently vacant and being used as farmland.

The PWC Real Estate Investor Survey for the National Development Land Market, 4th Quarter 2016, states the typical time a development land parcel is on the market prior to selling ranges from 3 to 36 months and averages 16 months. However, the subject's neighborhood is in the growth stage of its economic life cycle with no significant sources of external obsolescence noted (other than the weakened economy and reduced effective demand for ownership housing over the short term).

Considering the subject's location and the current weak economic conditions, a projected marketing time of 12 to 36 months commencing from the date of appraisal going forward and an exposure period of 12 to 36 months preceding the date of appraisal is estimated.

³ *The Dictionary of Real Estate Appraisal*, Fifth Edition, (Appraisal Institute 2010), Page 73

⁴ *The Dictionary of Real Estate Appraisal*, Fifth Edition, (Appraisal Institute 2010), Page 121

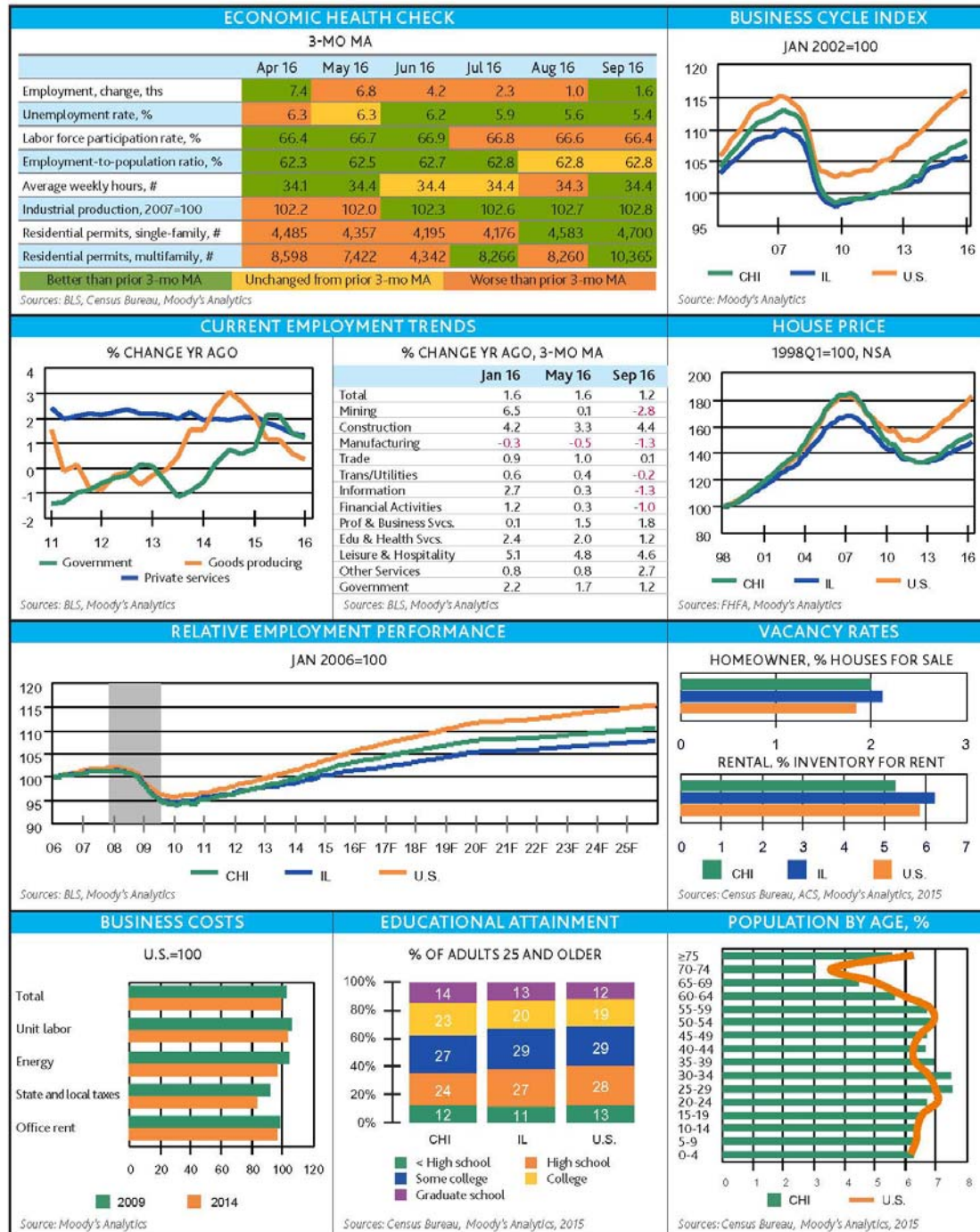
The dynamic nature of economic relationships in a market area has a direct bearing on real estate values and the long-term quality of a real estate investment. In the market, the value of real estate property is not based on the historical acquisition prices paid for the property in the past nor the cost of its creation. Thus, the value of real estate property is based on what economic benefit buyers and sellers perceive it will provide in the future based on the Principle of Anticipation. Consequently, the attitude of the market toward a property in a specific neighborhood or market area reflects the probable future trend of that area.

The subject is in Saint Charles, Kane County, IL. Due to its effect on the subject market, a description of the Chicago metropolitan area is provided. The Chicago-Naperville-Joliet, IL-IN-WI Metropolitan Statistical Area (MSA), the third largest MSA in the United States, is at the western foot of Lake Michigan.

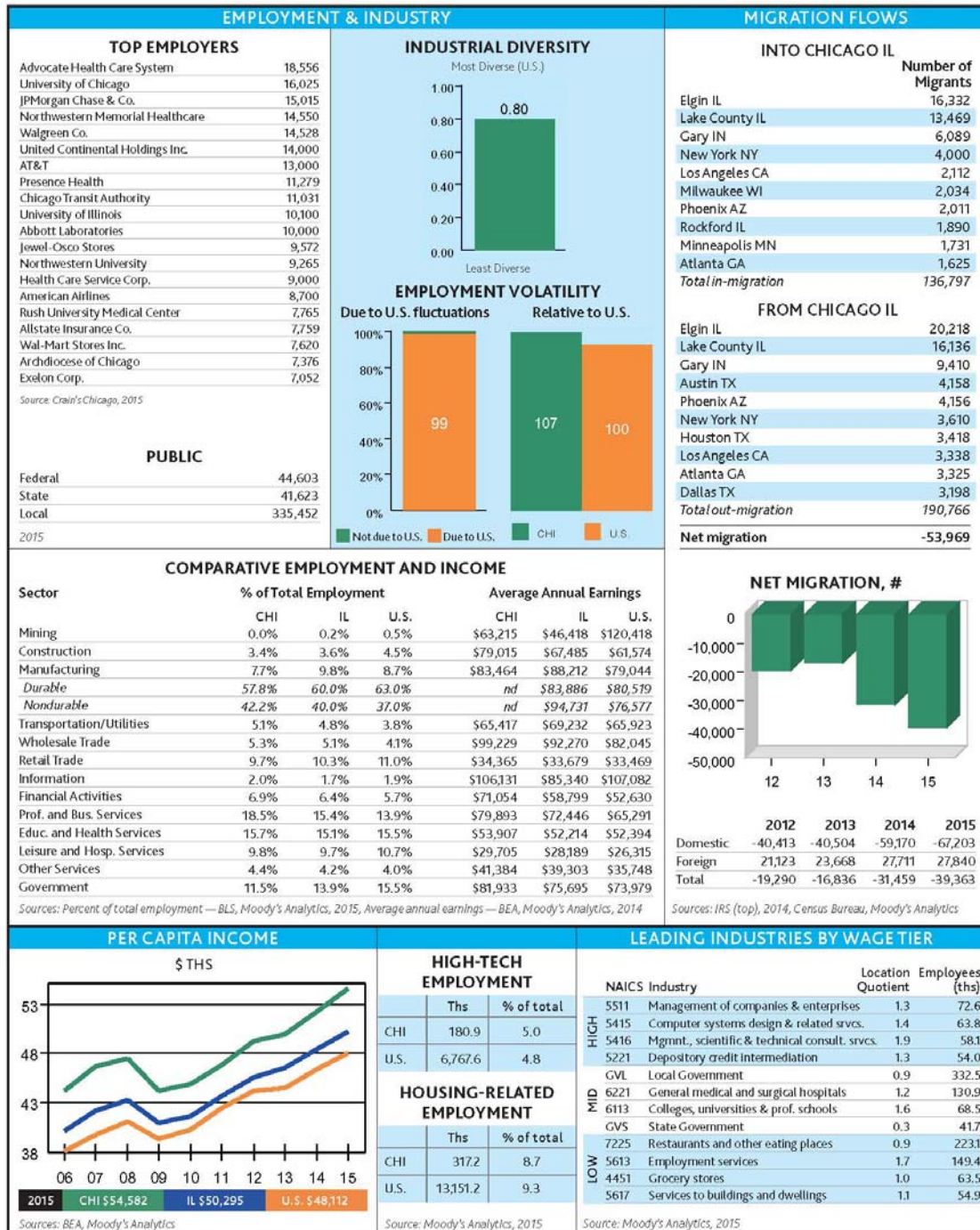
The area analysis on the following pages is reprinted with permission from *Moody's Economy.com*.

MOODY'S ANALYTICS / Précis® U.S. Metro / Midwest / October 2016

PRÉCIS® U.S. METRO MIDWEST » Chicago-Naperville-Arlington Heights IL



PRÉCIS® U.S. METRO MIDWEST » Chicago-Naperville-Arlington Heights IL



PER CAPITA INCOME

\$ THS

2015: CHI \$54,582, IL \$50,295, U.S. \$48,112

Source: BEA, Moody's Analytics

HIGH-TECH EMPLOYMENT

	Ths	% of total
CHI	180.9	5.0
U.S.	6,767.6	4.8

HOUSING-RELATED EMPLOYMENT

	Ths	% of total
CHI	317.2	8.7
U.S.	13,151.2	9.3

Source: Moody's Analytics, 2015

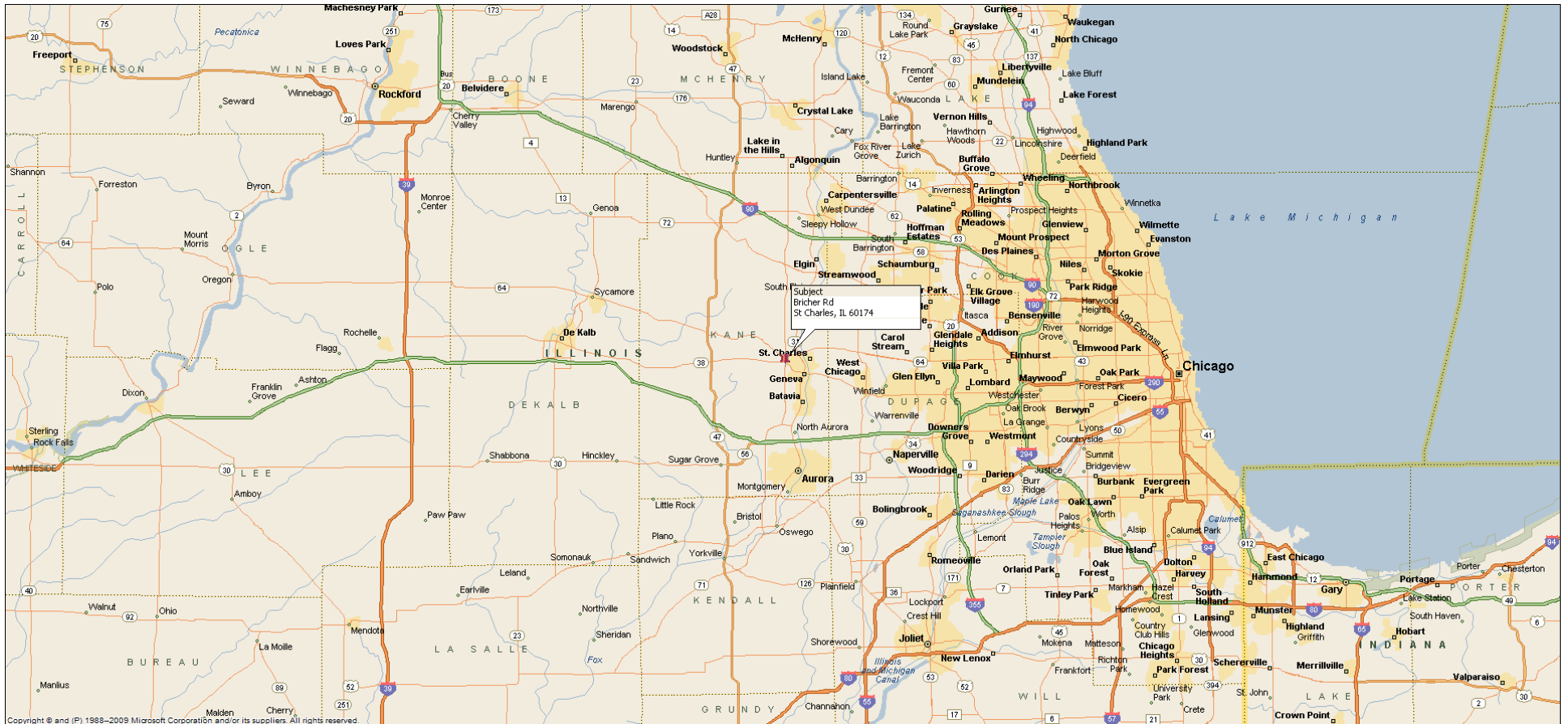
LEADING INDUSTRIES BY WAGE TIER

NAICS Industry	Location Quotient	Employees (ths)
5511 Management of companies & enterprises	1.3	72.6
5415 Computer systems design & related svcs.	1.4	63.8
5416 Mgmt., scientific & technical consult. svcs.	1.9	58.1
5221 Depository credit intermediation	1.3	54.0
6211 Local Government	0.9	332.5
6221 General medical and surgical hospitals	1.2	130.9
6113 Colleges, universities & prof. schools	1.6	68.5
6201 State Government	0.3	41.7
7225 Restaurants and other eating places	0.9	223.1
5613 Employment services	1.7	149.4
4451 Grocery stores	1.0	63.5
5617 Services to buildings and dwellings	1.1	54.9

Source: Moody's Analytics, 2015

Conclusion

The Chicago metropolitan area has had an established history of economic stability due to its accessibility to major markets, its central location, excellent transportation facilities, and diversified economic base. These features of the subject area are positive factors reinforcing the value of real estate located within the area over the long term. Projections for the area are for continued long-term economic growth. This is expected to have a supportive effect leading to increasing property values for all property types within the near future. Its size, location, and economic diversity provide investors with a perceived safe harbor during downturns in the national economic cycle.



According to the *PwC Real Estate Investor Survey*, 4th Quarter 2016:

In *Emerging Trends in Real Estate*® 2017, development ranks as the second preferred investment category/strategy among Emerging Trends respondents for 2017 – ahead of opportunistic and core investments and just below value-added investments. Even though development's rating slipped this year compared to last year's report – down from 3.82 to 3.53 on a scale of 1 (abysmal) to 5 (excellent), it's a trend seen in each of the four investment strategies. Ratings declined from 0.11 (core investments) to 0.29 (development) and averaged 0.19.

When looking at development prospects for each of the five major commercial real estate (CRE) sectors included in *Emerging Trends*, individual rating declines are also noted. The largest decline over the past year occurred for the retail sector, where the rating fell from 2.82 to 2.42. According to the report, a consensus is emerging that e-commerce will decrease the overall demand for retail space, but will not come anywhere near supplanting it. The key for retailers and developers will be to design spaces for successfully blending bricks and clicks.

Outside of traditional CRE property sectors, *Emerging Trends* respondents felt development prospects in 2017 were strong for fulfillment assets, age-restricted housing, medical office, urban/high-street retail, and student housing, which has become a popular sector in recent years. Even though some *Emerging Trends* respondents believe that investing in student housing has largely played out with sufficient supply to meet the demand from a small high-income market, the volume of students at respected colleges and universities is expected to stay strong for the foreseeable future.

Of the 78 U.S. metros included in *Emerging Trends*, the top five individual markets with regard to development prospects in the year ahead were (in order) Austin, Portland, Nashville, Raleigh/Durham, and Dallas/Fort Worth. New to this list for 2017 were both Portland and Raleigh/Durham while Boston and Charlotte were dropped from the top-five list from last year. Other cities that received strong development prospect ratings were Los Angeles, Seattle, Charlotte, Denver, and Orange County. On the other hand, cities that received poor development prospect ratings included Providence, Buffalo, Tacoma, and Hartford.

On an unleveraged basis, discount rates (including developers' profit) for the national development land market range from 10.00% to 20.00% and average 16.00% this quarter. This average is 50 basis points higher than the average from both six months ago and a year ago.

The typical time that a property is on the market prior to selling ranges from 3 to 36 months and averages 16 months.

Looking ahead over the next 12 months, surveyed investors unanimously forecast property values in the national development land market to increase. Their expected

appreciation rate ranges up to 10.0% and averages 5.6% – slightly below the rate six months ago (5.9%). (56)

National Market Yield Rates for Real Estate Investments National Development Land Market Fourth Quarter 2016		
	Current Quarter	Second Quarter 2016
Free & Clear Range	10.00%-20.00%	10.00%-20.00%
Average	16.00%	15.50%
Preferred Absorption	1 to 20+	1 to 20+
Change Rates		
Lot Prices	1.0% to 10.0%	0.0% to 8.0%
Development Costs	3.0% to 5.0%	1.0% to 5.0%
Marketing Period	3 to 36 months	3 to 36 months
Average	16	16

Source: PwC Real Estate Investor Survey, 4th Quarter 2016

CHICAGO MULTI-FAMILY MARKET

According to the Marcus and Millichap 4th Quarter 2016 Chicago Metro Area Multifamily Research Market Report:

A deep pool of renters is helping bolster fundamentals amid a construction boom. Healthy job growth coupled with the allure of an urban lifestyle will underpin improvements in the Chicagoland apartment market this year. The local economy is registering strong gains across an array of employment sectors, highlighting the metro's economic strength and diversity. Additionally, the continued corporate migration from the suburbs to the city is bringing young professionals and high-paying job opportunities to the core. These working millennials overwhelmingly favor renting over homeownership and seek residence in city cores that offer walkability and a live-work-play lifestyle. The strength of the city apartment market will be put to the test with an unprecedented wave of construction set to come online in the next two years. The deep pool of renters will absorb most of the new space, though a rise in vacancy and concession usage may occur. The suburbs will face similar challenges as development also ramps up outside the core, albeit at a lower intensity. Suburban vacancy will remain on the decline as robust apartment demand outstrips new deliveries. Falling vacancy coupled with the surge of high-end construction hitting the market will enable another year of healthy rent growth throughout Chicagoland.

Interest rates at historical lows coupled with improving property fundamentals have kept buyer demand strong for Chicagoland apartments. Deal flow is accelerating and cap rates are low, though buyers are beginning to show resistance to outsize pricing, stifled by concerns about the length of the current expansion. Seller expectations, on the other hand, continue to escalate, creating a widening disconnect between property owners and

buyers. Well-priced deals will receive multiple competing offers, though many owners are unwilling to part with their properties unless stellar pricing can be achieved. As a result, a lot of investors are investigating Class C properties in the suburbs where higher yields can be found. These assets will generally change hands at cap rates in the mid-7 percent range,

Suburban Highlights

After sliding 80 basis points last year, the suburban vacancy rate fell 20 basis points in the past 12 months to 3.1 percent in September, the lowest level in over five years. Central Cook County boasts the lowest vacancy among all submarkets at 1.7 percent, down 30 basis points year over year.

In the last four quarters ending in September, the average effective rent jumped 5.6 percent to \$1,159 per month. The most expensive apartments can be found in the Evanston/Rogers Park/Uptown submarket with tenants paying \$1,502 per month on average.

Conclusion

Development land ranks as the second preferred investment category/strategy among Emerging Trends respondents for 2017 – ahead of opportunistic and core investments and just below value-added investments. Constriction trends for multi-family seem to be on the rise locally and nationally. Vacancy rates are at all-time lows and rental rates are rising.

Demographic data within one-, three- and five-miles of the subject is summarized below.



esri

Demographic and Income Comparison Profile

St. Charles
Bricher Rd, St Charles, Illinois, 60134
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 41.89778
Longitude: -88.33659

	1 mile	3 miles	5 miles
Census 2010 Summary			
Population	10,692	56,218	104,237
Households	4,142	20,831	37,369
Families	2,982	15,017	28,007
Average Household Size	2.48	2.63	2.75
Owner Occupied Housing Units	3,073	16,150	30,167
Renter Occupied Housing Units	1,069	4,681	7,202
Median Age	38.5	39.7	40.0
2016 Summary			
Population	10,846	57,498	107,050
Households	4,163	21,053	37,876
Families	2,967	15,045	28,194
Average Household Size	2.50	2.67	2.78
Owner Occupied Housing Units	2,951	15,764	29,762
Renter Occupied Housing Units	1,212	5,289	8,114
Median Age	39.1	40.5	40.7
Median Household Income	\$83,460	\$90,123	\$99,962
Average Household Income	\$106,747	\$117,646	\$126,086
2021 Summary			
Population	11,048	58,314	109,015
Households	4,222	21,224	38,304
Families	2,992	15,079	28,390
Average Household Size	2.52	2.68	2.80
Owner Occupied Housing Units	2,980	15,814	30,024
Renter Occupied Housing Units	1,242	5,410	8,280
Median Age	39.8	41.3	41.5
Median Household Income	\$96,312	\$101,833	\$108,225
Average Household Income	\$116,160	\$126,928	\$135,912
Trends: 2016-2021 Annual Rate			
Population	0.37%	0.28%	0.36%
Households	0.28%	0.16%	0.22%
Families	0.17%	0.05%	0.14%
Owner Households	0.20%	0.06%	0.18%
Median Household Income	2.91%	2.47%	1.60%



Demographic and Income Comparison Profile

St. Charles
Bricher Rd, St Charles, Illinois, 60134
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 41.89778
Longitude: -88.33659

	1 mile		3 miles		5 miles	
2016 Households by Income	Number	Percent	Number	Percent	Number	Percent
<\$15,000	231	5.5%	949	4.5%	1,730	4.6%
\$15,000 - \$24,999	255	6.1%	1,071	5.1%	1,793	4.7%
\$25,000 - \$34,999	298	7.2%	1,377	6.5%	2,129	5.6%
\$35,000 - \$49,999	435	10.4%	2,053	9.8%	3,151	8.3%
\$50,000 - \$74,999	647	15.5%	3,330	15.8%	5,524	14.6%
\$75,000 - \$99,999	535	12.9%	2,622	12.5%	4,616	12.2%
\$100,000 - \$149,999	822	19.7%	4,229	20.1%	8,041	21.2%
\$150,000 - \$199,999	526	12.6%	2,726	12.9%	5,173	13.7%
\$200,000+	414	9.9%	2,695	12.8%	5,718	15.1%
Median Household Income	\$83,460		\$90,123		\$99,962	
Average Household Income	\$106,747		\$117,646		\$126,086	
Per Capita Income	\$39,585		\$43,492		\$45,168	
2021 Households by Income	Number	Percent	Number	Percent	Number	Percent
<\$15,000	230	5.4%	930	4.4%	1,676	4.4%
\$15,000 - \$24,999	231	5.5%	965	4.5%	1,543	4.0%
\$25,000 - \$34,999	416	9.9%	1,963	9.2%	2,896	7.6%
\$35,000 - \$49,999	262	6.2%	1,301	6.1%	2,140	5.6%
\$50,000 - \$74,999	517	12.2%	2,682	12.6%	4,318	11.3%
\$75,000 - \$99,999	516	12.2%	2,495	11.8%	4,380	11.4%
\$100,000 - \$149,999	951	22.5%	4,749	22.4%	9,127	23.8%
\$150,000 - \$199,999	648	15.3%	3,236	15.2%	6,110	16.0%
\$200,000+	451	10.7%	2,903	13.7%	6,115	16.0%
Median Household Income	\$96,312		\$101,833		\$108,225	
Average Household Income	\$116,160		\$126,928		\$135,912	
Per Capita Income	\$42,632		\$46,560		\$48,302	



Demographic and Income Comparison Profile

St. Charles
Bricher Rd, St Charles, Illinois, 60134
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 41.89778
Longitude: -88.33659

	1 mile		3 miles		5 miles	
2010 Population by Age	Number	Percent	Number	Percent	Number	Percent
Age 0 - 4	623	5.8%	3,169	5.6%	5,915	5.7%
Age 5 - 9	751	7.0%	4,058	7.2%	8,176	7.8%
Age 10 - 14	843	7.9%	4,497	8.0%	9,036	8.7%
Age 15 - 19	847	7.9%	4,409	7.8%	8,199	7.9%
Age 20 - 24	599	5.6%	2,774	4.9%	4,702	4.5%
Age 25 - 34	1,179	11.0%	5,861	10.4%	9,536	9.1%
Age 35 - 44	1,537	14.4%	7,951	14.1%	15,227	14.6%
Age 45 - 54	1,743	16.3%	9,720	17.3%	18,769	18.0%
Age 55 - 64	1,309	12.2%	7,160	12.7%	13,353	12.8%
Age 65 - 74	657	6.1%	3,337	5.9%	5,962	5.7%
Age 75 - 84	401	3.7%	2,104	3.7%	3,507	3.4%
Age 85+	202	1.9%	1,177	2.1%	1,855	1.8%
2016 Population by Age	Number	Percent	Number	Percent	Number	Percent
Age 0 - 4	591	5.4%	3,033	5.3%	5,697	5.3%
Age 5 - 9	667	6.1%	3,548	6.2%	7,221	6.7%
Age 10 - 14	767	7.1%	4,222	7.3%	8,696	8.1%
Age 15 - 19	852	7.9%	4,204	7.3%	7,937	7.4%
Age 20 - 24	630	5.8%	3,304	5.7%	5,692	5.3%
Age 25 - 34	1,368	12.6%	6,698	11.6%	11,111	10.4%
Age 35 - 44	1,369	12.6%	7,108	12.4%	13,563	12.7%
Age 45 - 54	1,583	14.6%	8,783	15.3%	17,166	16.0%
Age 55 - 64	1,486	13.7%	8,383	14.6%	15,602	14.6%
Age 65 - 74	907	8.4%	4,848	8.4%	8,753	8.2%
Age 75 - 84	413	3.8%	2,091	3.6%	3,600	3.4%
Age 85+	215	2.0%	1,274	2.2%	2,012	1.9%
2021 Population by Age	Number	Percent	Number	Percent	Number	Percent
Age 0 - 4	596	5.4%	3,027	5.2%	5,694	5.2%
Age 5 - 9	633	5.7%	3,289	5.6%	6,643	6.1%
Age 10 - 14	705	6.4%	3,797	6.5%	7,927	7.3%
Age 15 - 19	801	7.3%	4,036	6.9%	7,861	7.2%
Age 20 - 24	622	5.6%	2,945	5.1%	5,151	4.7%
Age 25 - 34	1,376	12.5%	7,138	12.2%	12,038	11.0%
Age 35 - 44	1,508	13.7%	7,564	13.0%	14,161	13.0%
Age 45 - 54	1,422	12.9%	7,704	13.2%	15,309	14.0%
Age 55 - 64	1,534	13.9%	8,650	14.8%	16,182	14.8%
Age 65 - 74	1,122	10.2%	6,196	10.6%	11,361	10.4%
Age 75 - 84	507	4.6%	2,667	4.6%	4,623	4.2%
Age 85+	221	2.0%	1,300	2.2%	2,066	1.9%



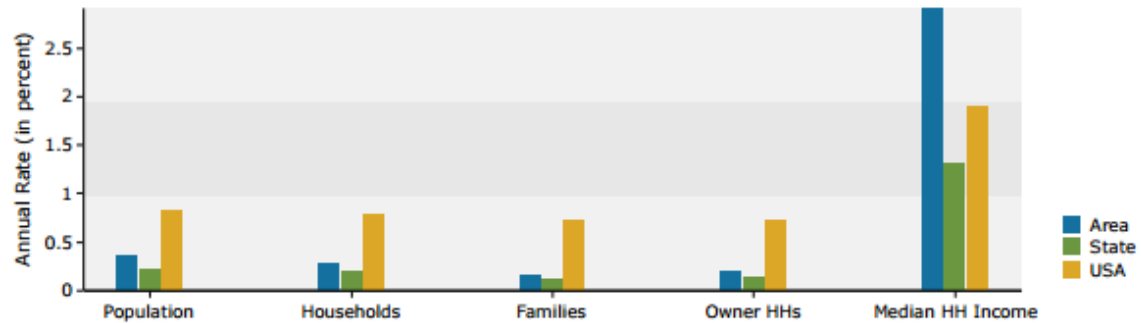
Demographic and Income Comparison Profile

St. Charles
Bricher Rd, St Charles, Illinois, 60134
Rings: 1, 3, 5 mile radii

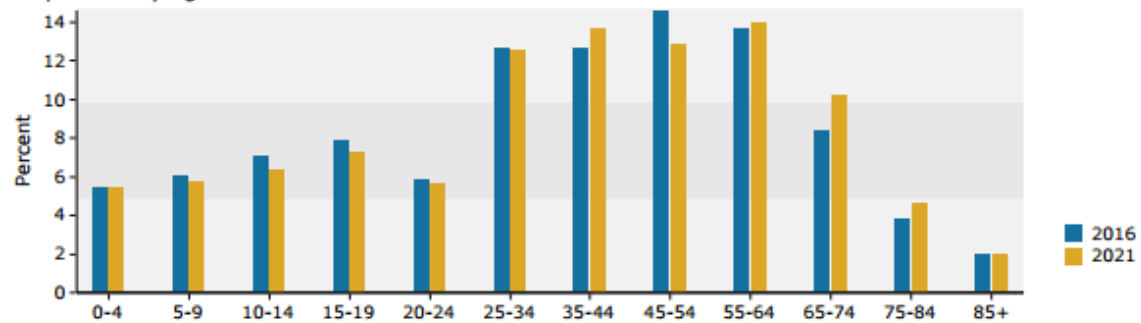
Prepared by Esri
Latitude: 41.89778
Longitude: -88.33659

1 mile

Trends 2016-2021



Population by Age





esri

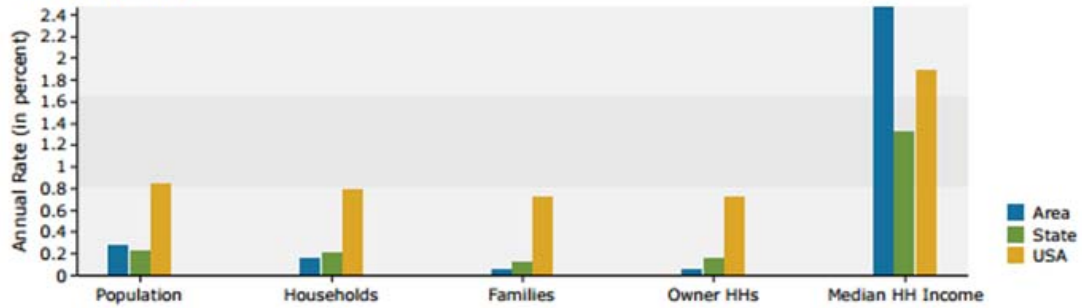
Demographic and Income Comparison Profile

St. Charles
Bricher Rd, St Charles, Illinois, 60134
Rings: 1, 3, 5 mile radii

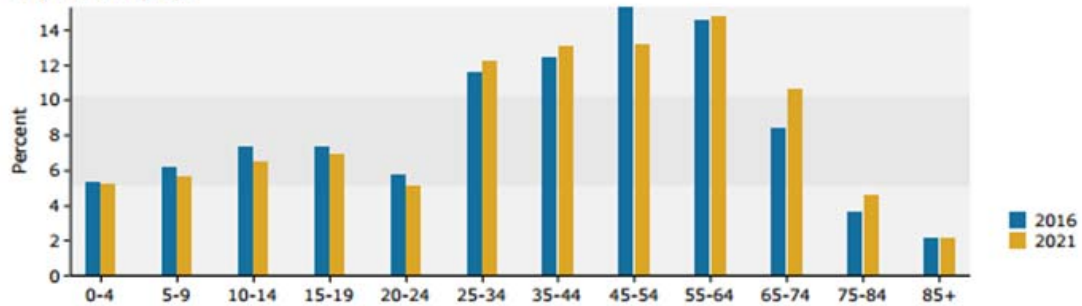
Prepared by Esri
Latitude: 41.89778
Longitude: -88.33659

3 miles

Trends 2016-2021



Population by Age





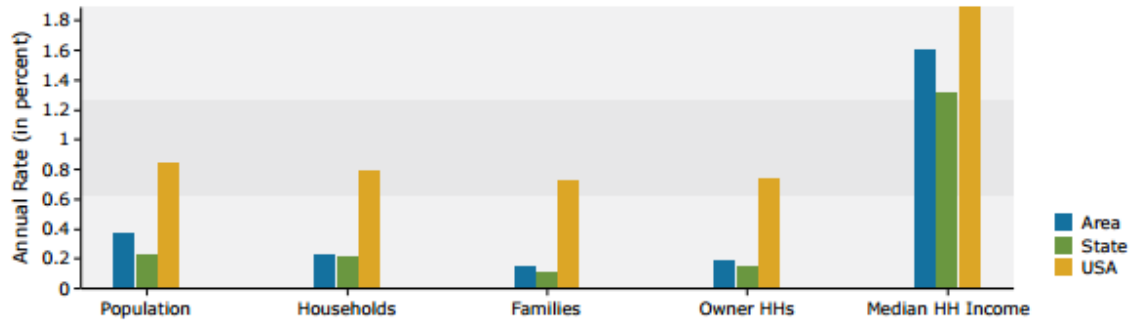
Demographic and Income Comparison Profile

St. Charles
Bricher Rd, St Charles, Illinois, 60134
Rings: 1, 3, 5 mile radii

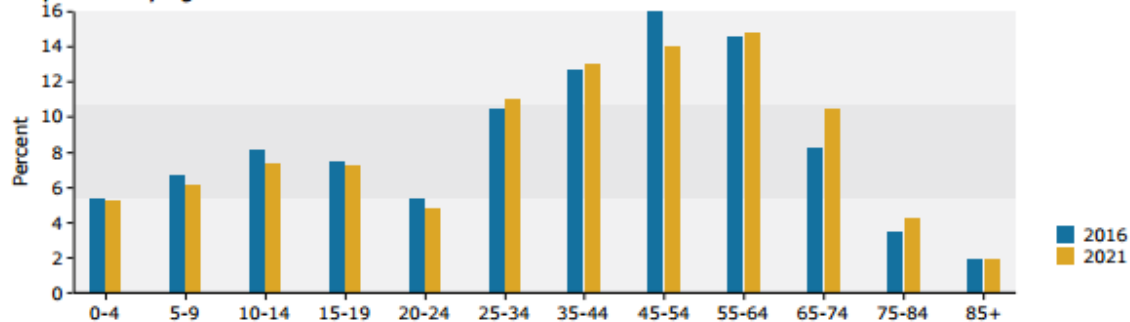
Prepared by Esri
Latitude: 41.89778
Longitude: -88.33659

5 miles

Trends 2016-2021



Population by Age



According to the 2010 census, the population within a one-mile radius of the subject is 10,692, increasing to 56,218 in a three-mile radius and 104,237 in a five-mile radius. There are 4,142 households within a one-mile radius, increasing to 20,831 in a three-mile radius and 37,369 in a five-mile radius. In 2016, the median household income in a one-mile radius is \$83,460, increasing to \$90,123 in a three-mile radius and \$99,962 in a five-mile radius. There are 1,212 renter occupied housing unit within one-mile of the subject in 2016, increasing to 6,289 in a three-mile radius and 8,114 in a five-mile radius.

Conclusion

The current neighborhood uses are mostly residential to the south and commercial to the east with vacant farmland to the north and west. The neighborhood is in the growth stage of its economic life cycle with no significant sources of external obsolescence noted. There appears to be a transition from less intensive, agricultural or idle land use to residential and some commercial use in the immediate area of the subject. Property values within the neighborhood are expected to continue to increase gradually over the longer term, inclusive of the subject's.

A neighborhood is defined as: "A group of complementary land uses; a congruous grouping of inhabitants, buildings, or business enterprises."⁵ A neighborhood should be distinguished from a district, which is defined as "a neighborhood characterized by homogenous land use."⁶ For example, predominantly residential neighborhoods typically contain some commercial properties that provide services for local residents. The boundaries of a neighborhood can be physical such as a lake, stream or major highway or they may be less easily discernible such as changes in prevailing land use or occupant characteristics.

The subject is in Saint Charles, Illinois, which had a population of 32,974 as of the 2010 US Census. The official city slogan is Pride of the Fox, after the Fox River that runs through the center of town. Saint Charles is part of a tri-city area along with Geneva and Batavia, all western suburbs of similar size and relative socioeconomic condition.

The top employers for the area, according to the Saint Charles 2009 Comprehensive Annual Financing Report, are Saint Charles Community School District (1,780 employees), System Sensor (550 employees), OMRON (500 employees), Pheasant Run Resort (450 employees), City of Saint Charles (350 employees) and Saint Charles Park District (300 employees).

Saint Charles is home to the Kane County Fair in July and the Kane County Flee Market every month. Saint Charles is also home to the Arcada theatre, which has hosted Martin Short, Joan Rivers and Bill Cosby. Downtown Saint Charles was named one of the region's "Top 10" by the Chicago Tribune for fine dining, arts and entertainment, recreational opportunities, unique shopping and a lively nighttime personality. Family Circle named Saint Charles #1 in its 2011 Annual Survey of Best Towns and Cities for families. The survey included communities from across the country and is featured in the magazine's August 2011 issue. The communities in the magazine combine affordable housing, good neighbors, green spaces, strong public schools and giving spirits.

The Saint Charles Public Library is nationally ranked among the best libraries in the U.S. and has earned a "three star" rating in the 201 Library Journal Index. In 2008, as a part of a promotional effort by a local water gardening company, Saint Charles named itself the water garden capital of the world.

Saint Charles is home to the Q Center, a 95-acre conference site. Originally built as a Catholic Women's Liberal Arts College, St. Dominic College, it later became Arthur Andersen's Center for Professional Education. It is now used by Accenture, and hosts meetings, conferences and executive learning for Fortune 500 companies, associations and social, military, education, religious and fraternal organizations from all over the world.

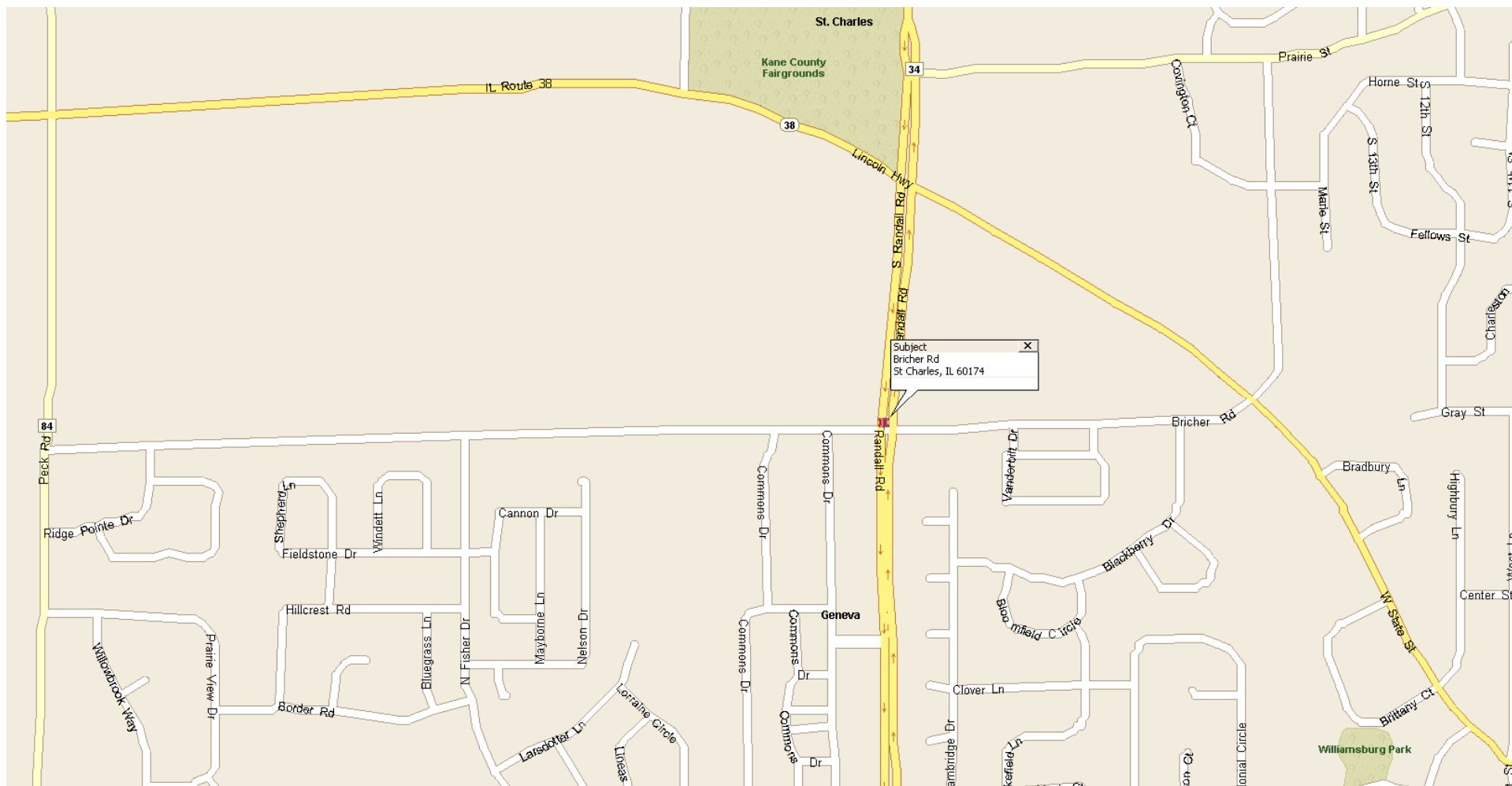
Conclusion

The subject is positioned in an area that is surrounded by retail and residential and is part of a larger farmland piece that will be sectioned off upon sale of the property and later developed.

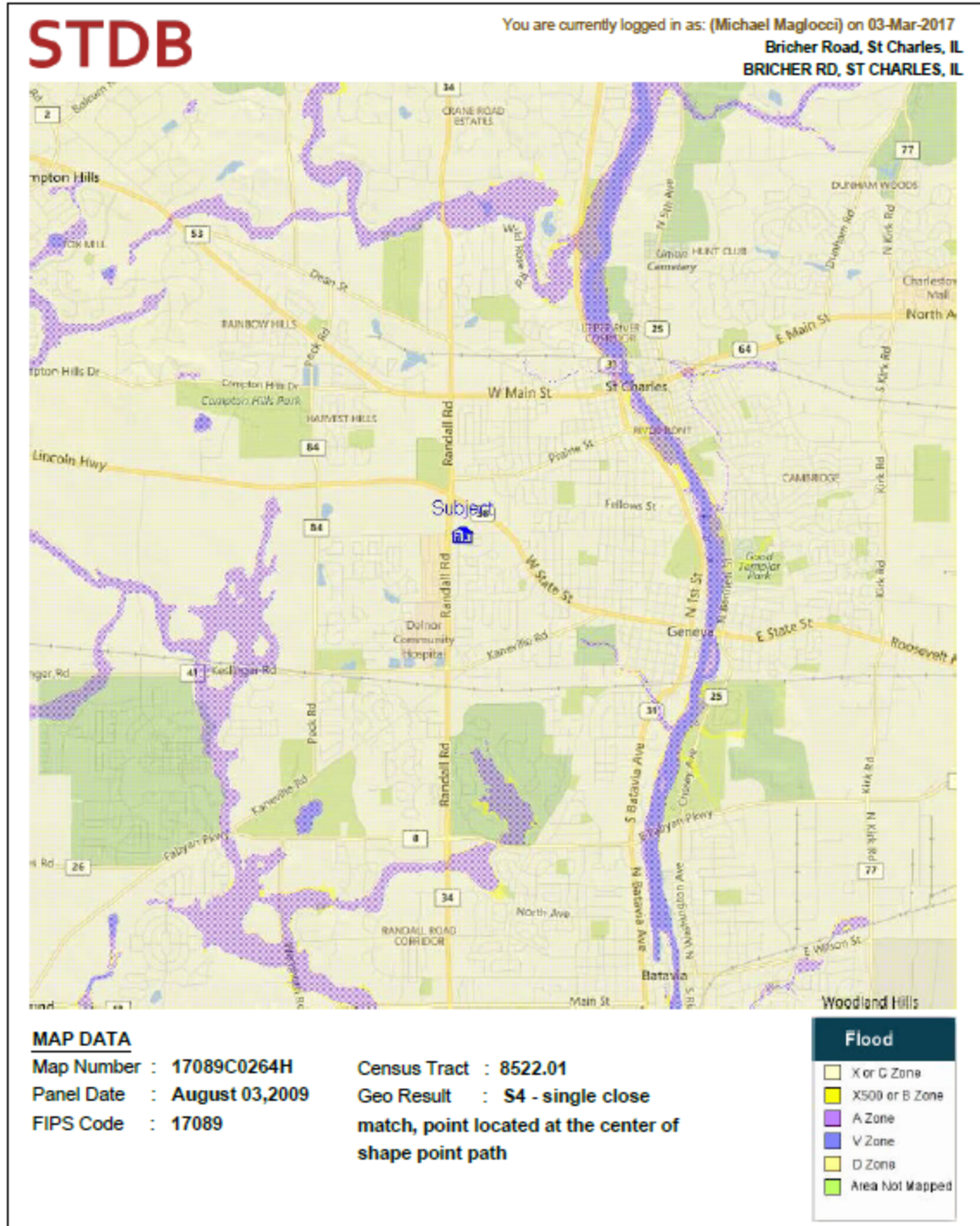
⁵ *The Dictionary of Real Estate Appraisal*, Fifth Edition, (Appraisal Institute 2010), Page 133.

⁶ *The Dictionary of Real Estate Appraisal*, Fifth Edition, (Appraisal Institute 2010), Page 60.

Neighborhood Map



LOCATION:	Appraisal of the Vacant Land at Bricher Road in Saint Charles, Illinois.
SHAPE/SIZE/FRONTAGE:	The subject is a slightly irregular site encompassing 20.48 acres.
TOPOGRAPHY:	The site's topography appears flat and it is currently being farmed by one tenant.
FLOOD HAZARD:	According to FEMA flood map ID 17089C0264H dated August 3, 2009, the site does not appear to be in a 100-year or 500-year flood plain and is in Zone X.
ACCESSIBILITY/VISIBILITY: SOIL CONDITIONS AND EASEMENTS:	The subject has frontage along Bricher Road. Environmental studies of the subject property were not available for our review (See Assumptions and Limiting Conditions).
IMPROVEMENTS:	There are no building improvements on the site, but water and sewer lines have been installed to the site.
UTILITIES AND SERVICES:	The subject site has access to all utilities (electricity, telephone, water/sewer, and gas service) available along Bricher Road, a two-lane, asphalt paved street that will be the primary points of access for the future subdivision. We assume normal utility easements. We also assume no detrimental easements exist on the site.
SUMMARY:	The site appears to be adequate for the intended residential improvements.
ZONING:	BR – Regional Business and part of PUD 47 (see Extraordinary Assumptions).



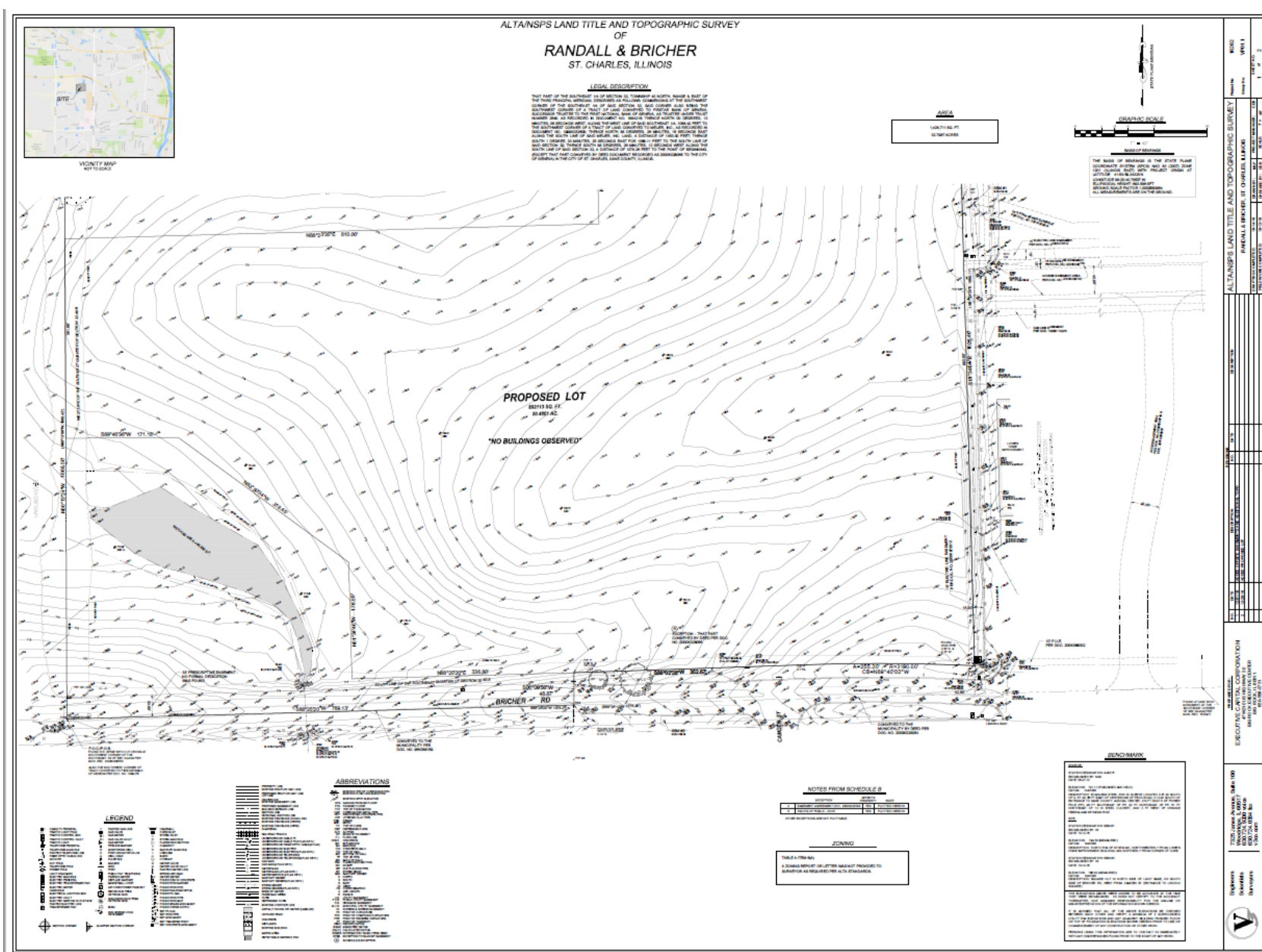
© 2015 - STDB. All rights reserved

This Report is for the sole benefit of the Customer that ordered and paid for the Report and is based on the property information provided by that Customer. That Customer's use of this Report is subject to the terms agreed to by that Customer when accessing this product. No third party is authorized to use or rely on this Report for any purpose. THE SELLER OF THIS REPORT MAKES NO REPRESENTATIONS OR WARRANTIES TO ANY PARTY CONCERNING THE CONTENT, ACCURACY OR COMPLETENESS OF THIS REPORT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The seller of this Report shall not have any liability to any third party for any use or misuse of this Report.



SITE DESCRIPTION

32



Joseph J. Blake and Associates, Inc.

The land referred to in this Commitment is described as follows:

NOTE: THIS LEGAL DESCRIPTION IS FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE USED ON LEGAL DOCUMENTS.

PART OF:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 32, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO FIRSTAR BANK OF GENEVA, SUCCESSOR TRUSTEE TO THE FIRST NATIONAL BANK OF GENEVA, AS TRUSTEE UNDER TRUST NUMBER 2640. AS RECORDED IN DOCUMENT NO. 1884216; THENCE NORTH 00 DEGREES, 13 MINUTES, 06 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, 1068.42 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO MEIJER, INC., AS RECORDED IN DOCUMENT NO. 1999K032600; THENCE NORTH 88 DEGREES, 26 MINUTES, 16 SECONDS EAST ALONG THE SOUTH LINE OF SAID MEIJER, INC. LAND, A DISTANCE OF 1353.30 FEET; THENCE SOUTH 1 DEGREE, 33 MINUTES, 25 SECONDS EAST FOR 1068.11 FEET TO THE SOUTH LINE OF SAID SECTION 32; THENCE SOUTH 88 DEGREES, 26 MINUTES, 12 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 1378.26 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART CONVEYED BY DEED DOCUMENT RECORDED AS 2000K028065 TO THE CITY OF GENEVA) IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

THIS COMMITMENT IS VALID ONLY IF SCHEDULE B IS ATTACHED.

REAL ESTATE TAXES

The subject is identified by the City of Saint Charles, Kane County Assessor's Office by the following tax parcel number:

09-32-400-028

Tax bills in Kane County are typically payable semi-annually, one year in arrears. The subject is assessed as vacant land. However, it is part of a larger parcel that has not been legally subdivided. In addition, the current property's assessed value is based on vacant land and will increase as infrastructure and residential development is completed.

ZONING

The subject is zoned BR – Regional Business and part of PUD 47 (Bricher Commons PUD). The purpose of this district is to provide locations along Strategic Regional Arterial corridors for shopping centers and business uses that draw patrons from St. Charles, surrounding communities and the broader region. This district consists primarily of large-scale development that has the potential to generate significant automobile traffic.

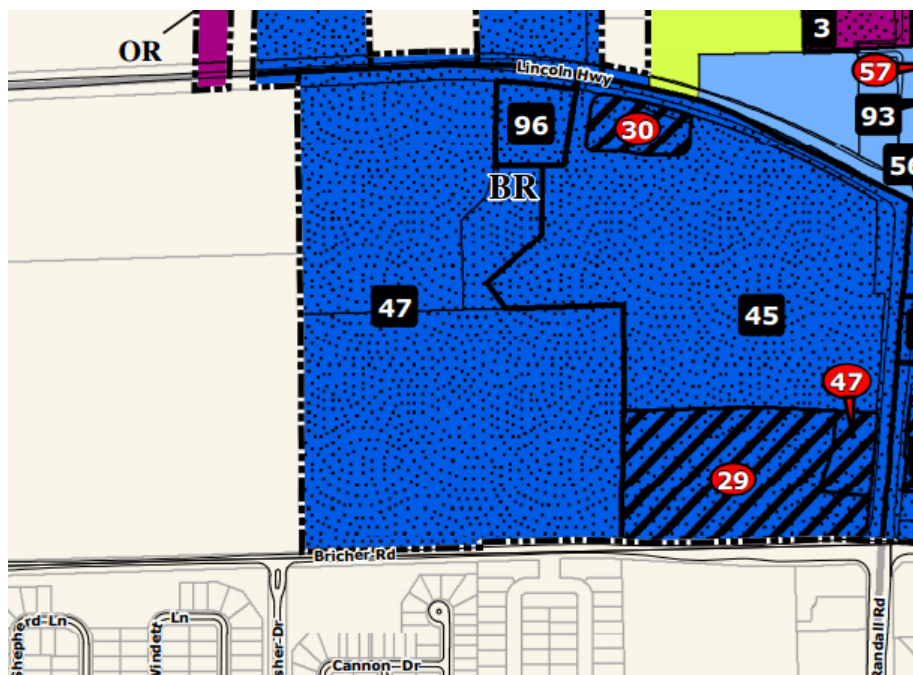
Residential uses were not permitted in this district when the PUD was initially approved for commercial development under Ordinance No. 1999-Z-11. Permitted uses include various cultural/religious/recreational and entertainment uses as well as college, medical center, hospital, post office, public service facility, bank, day care center, financial institution, gas station, home improvement center, dental clinic, motor vehicle rental, office, outdoor sales, personal services, restaurant, retail sales, tavern, theater, animal hospital, mini warehouse, temporary motor vehicle storage, etc.

In 2006, the PUD was amended under Ordinance No. 2006-Z-7. In addition to the commercial uses already permitted on the property, the amendment allowed for multi-family residential uses on up to 34.5 acres of the property, subject to a density limitation (maximum of 250 units) and that 20% of the units must be affordable. A conceptual site plan was included illustrating the intended residential and commercial land uses and internal circulation, including a roadway through the site connection Bricher Road and Route 38. No preliminary plans were submitted for development of the property as contemplated under the 2006 PUD ordinance.

The comprehensive plan design for this area is an industrial/business part with potential for residential uses.

The zoning classification has been obtained from the Saint Charles zoning map. See below. The property is contingent on the property being rezoned to RM3 to allow for a proposed 250+ unit Class A apartment property. However, we have appraised the as is value of the subject site under its existing zoning without contingencies. This property does not have existing improvements and is currently farmland. According to the prospective buyer, the property will be replatted as it is currently part of a larger parcel of land. We assume that the zoning as noted above is correct and that the site can be replatted without delay.

ZONING



Highest and best use, as defined by the Appraisal Institute, is: "The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value."⁷

In determining the highest and best use of the subject, careful consideration was given to the economic, legal and social factors, which motivate investors to develop, own, buy and sell, manage, and lease real estate.

In estimating the highest and best use of a vacant parcel of land there are essentially four stages of analysis:

1. Possible Use - What uses of the site in question are physically possible?
2. Permissible Use (legal) - What uses are permitted by zoning and deed restrictions on the site in question?
3. Feasible Use - Which possible and permissible uses will produce a net return to the owner of the site?
4. Highest and Best Use - Among the feasible uses, which will produce the highest net return or highest present worth of the site in question?

The following tests must be met in estimating the Highest and Best Use of a vacant parcel: the potential use must be physically possible and legally permissible, there must be a profitable demand for such use, and it must return to the land the highest net return for the longest period of time. These tests have been applied to the subject site and are discussed below.

Physically Possible - The first constraint imposed upon the possible use of a site, as if vacant, is dictated by its physical characteristics. Size, shape, area, and terrain affect the uses to which land may be developed. Utility of a parcel may depend on its frontage and depth. Irregularly shaped parcels may cost more to develop, and when developed may have less utility than a regularly shaped parcel of the same size.

The site is 20.48 acres and has accessibility from Bricher Road. All public utilities are reportedly at the property.

The subject site is sufficient in size and shape to accommodate a variety of uses, including residential, industrial, office, retail or office flex uses. Surrounding land uses are mostly retail, residential, and agricultural. Considering the visibility and accessibility of the site, residential or agricultural (interium) use appears to be the most appropriate use of the site.

Legally Permissible –The subject is zoned BR – Regional Business and part of PUD 47. The zoning has been obtained from the Saint Charles zoning map. The pending sale and price are contingent on the property being rezoned to RM3 to allow for a proposed 250+ unit Class A

⁷ *The Dictionary of Real Estate Appraisal*, Fifth Edition, (Appraisal Institute 2010), Page 93.

apartment property. However, we have appraised the as is value of the subject site under its existing zoning. This property does not have existing improvements and is currently farmland.

Financially Feasible – Sales of large tracts of land are not common in this market. In addition, there does not appear to be any significant development occurring. The planned development of the site is for residential housing if rezoning can be obtained. A complete feasibility analysis would be required to establish a time-line for development of the proposed use, which is outside the scope of this appraisal.

Highest and Best Use, As If Vacant - Based on the uses of the subject site which have been determined to be physically possible, legally permissible, and financially feasible, it is concluded that one of the highest and best uses of the subject site, as if vacant, is ultimately for a residential development (pending zoning approval) and subject to financial feasibility. Otherwise, a likely interim use is for agriculture.

The Sales Comparison Approach is based upon the assumption that a prudent buyer would not pay more for a property than it would cost to acquire a comparable substitute property. This approach involves direct comparison of the property being appraised to other similar type properties that have sold or are currently offered for sale. Since no two properties are ever identical, adjustments for differences in quality, location, size, and market appeal are often necessary.

The reliability of this technique is dependent upon the availability of comparable sales data, the verification of the sales data, the degree of comparability of each sale with the subject property, the date of the sale in relation to the date of the appraisal, taking into account market changes during the interim, and consideration of any non-typical conditions affecting price or terms of the sale.

The price a typical purchaser pays is usually the result of an extensive shopping process in which available alternatives are compared. The property purchased typically represents the best available balance between the buyer's specifications and the purchase price. Hence, carefully verified and analyzed data will generally provide good evidence of value, if it represents typical actions and reactions of buyers and sellers active in the market.

In applying the Sales Comparison Approach, the characteristics of the subject are compared with the characteristics of properties that have sold in the marketplace. The sales have been analyzed on a price per acre basis with adjustments made for variances in property rights conveyed, financing terms, condition of sale, time of sale, location, size, exposure/access other factors as noted, and economic characteristics.

Land Sales Analysis

In this section **the price per acre of gross land area** is the unit of comparison employed to determine an opinion of value of the subject. Within the following paragraphs are discussions relative to the adjustments, which compensate for any economic and physical differences between the comparable sale data and the subject property.

Land Sale 1**PROPERTY**

Location: Kirk and Legacy Road
Saint Charles, IL

SALE DATA:

Date of Sale: October 2015
Days on Market: N/A
Sale Price: \$2,122,500
Property Rights Sold: Fee Simple Interest
Financing: Cash to Seller
Condition of Sale: Arm's Length Transaction
Grantor: Venture One Real Estate, LLC
Grantee: AJR Filtration, Inc.

SITE DATA:

Area: 15.10 acres or 657,756 SF
Topography: Level
Improvements: None
Zoning: M-1 PUD, Saint Charles

UNIT OF COMPARISON:

Price Per Acre: \$140,563

COMMENTS:

The land is at the intersection of Kirk Road and Legacy Boulevard. The land acquired will be the future site of a build-to-suit industrial property that will be the corporate headquarters for AJR Filtration, a manufacturer of air filters. This sale had a condition of a build to suit development being included in the sale of this property.

Land Sale 2**PROPERTY**

Location: 6N917 Route 25
Saint Charles, IL

SALE DATA:

Date of Sale: October 2015
Days on Market: N/A
Sale Price: \$1,375,000
Property Rights Sold: Fee Simple Interest
Financing: Cash to Seller
Condition of Sale: Arm's Length Transaction
Grantor: Wayne Pierre LLC
Grantee: Honey Bridge Ranch LLC

SITE DATA:

Area: 28.84 acres or 1,256,270 SF
Topography: Level
Improvements: 2 Barns (Horse Farm)
Zoning: E-1

UNIT OF COMPARISON:

Price Per Acre : \$47,677

COMMENTS:

This property was previously operated as an equestrian facility, but the new buyer planned to turn it into single-family residences. It consisted of four separate parcels.

Land Sale 3**PROPERTY**

Location: South Street & Burgess Road
Geneva, IL

SALE DATA:

Date of Sale: August 2016
Days on Market: 856 days
Sale Price: \$2,000,000
Property Rights Sold: Fee Simple Interest
Financing: Cash to Seller
Condition of Sale: Assemblage
Grantor: Richard T. Cooper
Grantee: Havlicek Builders, Inc.

SITE DATA:

Area: 8.5 acres or 370,260 SF
Topography: Level
Improvements: Horse
Zoning: R1

UNIT OF COMPARISON:

Price Per Acre: \$235,294

COMMENTS:

This land was purchased by Havlicek Builders, Inc. The sale included 4 parcels immediately west of Geneva Golf Club. An application with the city has been filed for the rezoning from R1 to R2. The buyer was proposing to develop a 25 lot detached single-family subdivision.

Land Sale 4**PROPERTY**

Location: Deerpath Road
Batavia, IL

SALE DATA:

Date of Sale: June 2014
Days on Market: N/A
Sale Price: \$1,450,000
Property Rights Sold: Fee Simple Interest
Financing: Cash to Seller
Condition of Sale: REO Sale
Grantor: West Suburban Bancorp Inc.
Grantee: Toll IL IV, LP

SITE DATA:

Area: 38.18 acres or 1,663,120 SF
Topography: Level
Improvements: None
Zoning: Residential

UNIT OF COMPARISON:

Price Per Acre: \$37,978

COMMENTS:

This property was proposed to be made into 63 lots for single-family homes. The transaction was in escrow for 515 days. The property was part of an REO sale.

Listing 1**PROPERTY**

Location: 7N504 Route 31
South Elgin, IL

SALE DATA:

Date of Sale: Available
Days on Market: N/A
Sale Price: \$1,500,000
Property Rights Sold: N/A
Financing: N/A
Condition of Sale: N/A
Grantor: N/A
Grantee: N/A

SITE DATA:

Area: 20.11 acres or 875,992 SF
Topography: Flat
Improvements: None
Zoning: Residential

UNIT OF COMPARISON:

Price Per Acre: \$74,590

COMMENTS:

This property is currently available and zoned single-family residential low density.

Adjustment Grid

	<u><i>Sale 1</i></u>	<u><i>Sale 2</i></u>	<u><i>Sale 3</i></u>	<u><i>Sale 4</i></u>	<u><i>Listing 1</i></u>
Address	Kirk & Legacy Rd. Saint Charles, IL	6N917 Route 25 Saint Charles, IL	South Street & Burgess Rd. Geneva, IL	Deerpath Road Batavia, IL	7N504 Route 31 South Elgin, IL
Zoning	M-1 PUD	E-1	R1	Residential	Residential
Sale Date	October-15	October-15	August-16	June-14	Available
Land Size - Acres	15.10-acres	28.84-acres	8.5-acres	38.18-acres	20.11-acres
Land Size - SF	657,756 SF	1,256,270 SF	370,260 SF	1,663,120 SF	875,992 SF
Sale Price	\$2,122,500	\$1,375,000	\$2,000,000	\$1,450,000	\$1,500,000
Price Per Acre	\$140,563	\$47,677	\$235,294	\$37,978	\$74,589.76
Comments	The land will be the future site of a corporate headquarters.	This property was operated as an equestrian facility.	This land is proposed to be developed with a 25-lot single-family subdivision.	This property was an REO sale and the proposed use was for 63 single-family homes.	This property is currently available.
<u><i>Adjustments</i></u>					
Property Rights Conveyed	0.00%	0.00%	0.00%	0.00%	0.00%
	\$2,122,500	\$1,375,000	\$2,000,000	\$1,450,000	\$1,500,000
Financing Terms	0.00%	0.00%	0.00%	0.00%	0.00%
	\$2,122,500	\$1,375,000	\$2,000,000	\$1,450,000	\$1,500,000
Conditions of Sale	0.00%	0.00%	-15.00%	25.00%	-5.00%
	\$2,122,500	\$1,375,000	\$1,700,000	\$1,812,500	\$1,425,000
Market Conditions	4.00%	4.00%	2.00%	8.00%	0.00%
	<u>\$2,207,400</u>	<u>\$1,430,000</u>	<u>\$1,734,000</u>	<u>\$1,957,500</u>	<u>\$1,425,000</u>
Adjusted Sale Price Per Acre	\$146,185	\$49,584	\$204,000	\$51,270	\$70,860
<u><i>Physical Characteristics</i></u>					
Location	-15.00%	15.00%	-15.00%	15.00%	15.00%
Zoning	5.00%	5.00%	-5.00%	-5.00%	-5.00%
Accessibility/Visibility	0.00%	0.00%	0.00%	25.00%	25.00%
Size	-5.00%	8.00%	-12.00%	18.00%	0.00%
Utilities/Infrastructure	0.00%	0.00%	0.00%	0.00%	0.00%
Total Physical Adjustments	-15.00%	28.00%	-32.00%	53.00%	35.00%
Adjusted Price Per Acre	\$124,258	\$63,467	\$138,720	\$78,444	\$95,661
			High:		\$138,720
			Low:		\$63,467
			Mean:		\$100,110
			Median:		\$95,661

Analysis of Comparable Data

Property Rights Conveyed

The subject is being appraised on a fee simple basis. All of the sales transferred on a fee simple basis and therefore no adjustment was required to their sale prices per square foot.

Financing Terms

Adjustments for non-market financing arrangements estimated by using cash equivalency calculation are applied to any sales transactions with unusual financing in order to equate them to comparable market transactions. The comparables sales presented within this report were reported as being sold on a cash or equivalent basis. Therefore, no adjustments are warranted for this element of comparison.

Conditions of Sale

An adjustment for conditions of sale is necessary to ascertain the motivation of buyers and sellers of comparable sales, which are not arms length transactions. Numerous factors may exist, such an existing relationship between the buyer and the seller, inadequate market exposure, economic restraints, or legal considerations that influence the sales price or timing of the sale. Sale 3 was part of an assemblage, indicating a downward adjustment to its price per acre. Sale 4

appears to be an REO sale (real estate owned by the former lender). As such, an upward adjustment was made to the price per acre of this sale. Sales 1 and 2 appear to be an arm's length transactions and no adjustments were made to the prices per acre of these sales. Listing 1 was adjusted downward, as this is a current listing and its price will likely be negotiated downward.

Market Conditions (Time)

Comparable Sales 1-4 occurred in June 2014 through August 2016 and their sale prices per acre were adjusted upward in varying degrees. No adjustment was made to the price per acre of Listing 1.

Location

Comparables 1 and 3 is in a superior locations and their prices per acre was adjusted downward. Sale 2, 4 and Listing 1 are in inferior locations and their prices per acre were adjusted upward for location.

Size

Comparables 1 and 3 are smaller than the subject, requiring downward adjustments to their sale prices per acre. Comparables 2 and 4 are larger than the subject and their sale prices per acre were adjusted upward. No adjustment was made to the price per acre of Listing 1.

Zoning

The subject is Regional Business District. Sale 1 is an industrial district and Sale 2 is zoned for a horse farm. As such, both sales required an upward adjustment per acre for zoning. However, Sales 1, 3 and 4 were contingent upon rezoning, requiring downward adjustments to their prices per acre. Listing 1 is zoned for residential, indicating a downward adjustment to its price per acre.

Utility/Infrastructure

According to the prospective buyer, utilities are to the site for the subject and no infrastructure is in place on the site. No adjustments were made under this heading.

Access and Exposure

Sales 1-3 have similar exposure and their sale prices per acre were not adjusted under this heading. Sale 4 and Listing 1 were adjusted upward under this heading for inferior access and exposure.

Summary and Conclusion

The sales comparables indicated the following unadjusted market range:

	<u>\$/Acre Before Adjustments</u>	<u>\$/Acre After Adjustments</u>
High	\$235,294	\$138,720
Low	\$37,978	\$63,467
Mean	\$99,921	\$98,648

We spoke with Mark Coleman of Coleman Land Company (630.377.1600). He is familiar with the subject site and proposed use. According to Mr. Coleman, he has a 7-acre parcel in Carpentersville, Illinois that is proposed for multi-family. He stated that it is in an inferior area as the subject but also smaller than the subject. In his opinion, the price per square foot of the subject site is currently \$2.50, or \$108,900 per acre. We also spoke with Russ Nelms with Coldwell Banker Commercial (630.587.4632). According to Mr. Nelms, there was a sale on September 9, 2014 at Randall Road and Silver Glen in South Elgin (St. Charles school district). A 50.85 acre parcel sold for \$7,600,000 or \$149,459 per acre. This property was owned by First Midwest and sold to Pulte. He stated that they planned to build single-family homes. He said a second property sold across from the subject on Bricher Road. The sale date was August 15, 2014 and the sale price is \$3,304,500. The site size was 14.42-acres or \$229,161 per acre. According to Mr. Nelms, both of these sales have a very high price per acre and his opinion is that they are both overpriced and surprised him when they sold for such a high price per square foot. However, these two sales were most likely contingent upon rezoning, indicating a higher price per acre.

Considering the above, with consideration given to the brokers in the area, the subject's land value is projected between \$100,000 and \$125,000 per acre for an average of \$112,500. The land value is calculated as:

Size		Estimated Value per acre	Final Opinion of Subject As Is
20.48 acres	x	\$112,500	\$2,304,000
Rounded			\$2,300,000

**ESTIMATED MARKET VALUE
VIA THE SALES COMPARISON APPROACH,
Rounded to...**

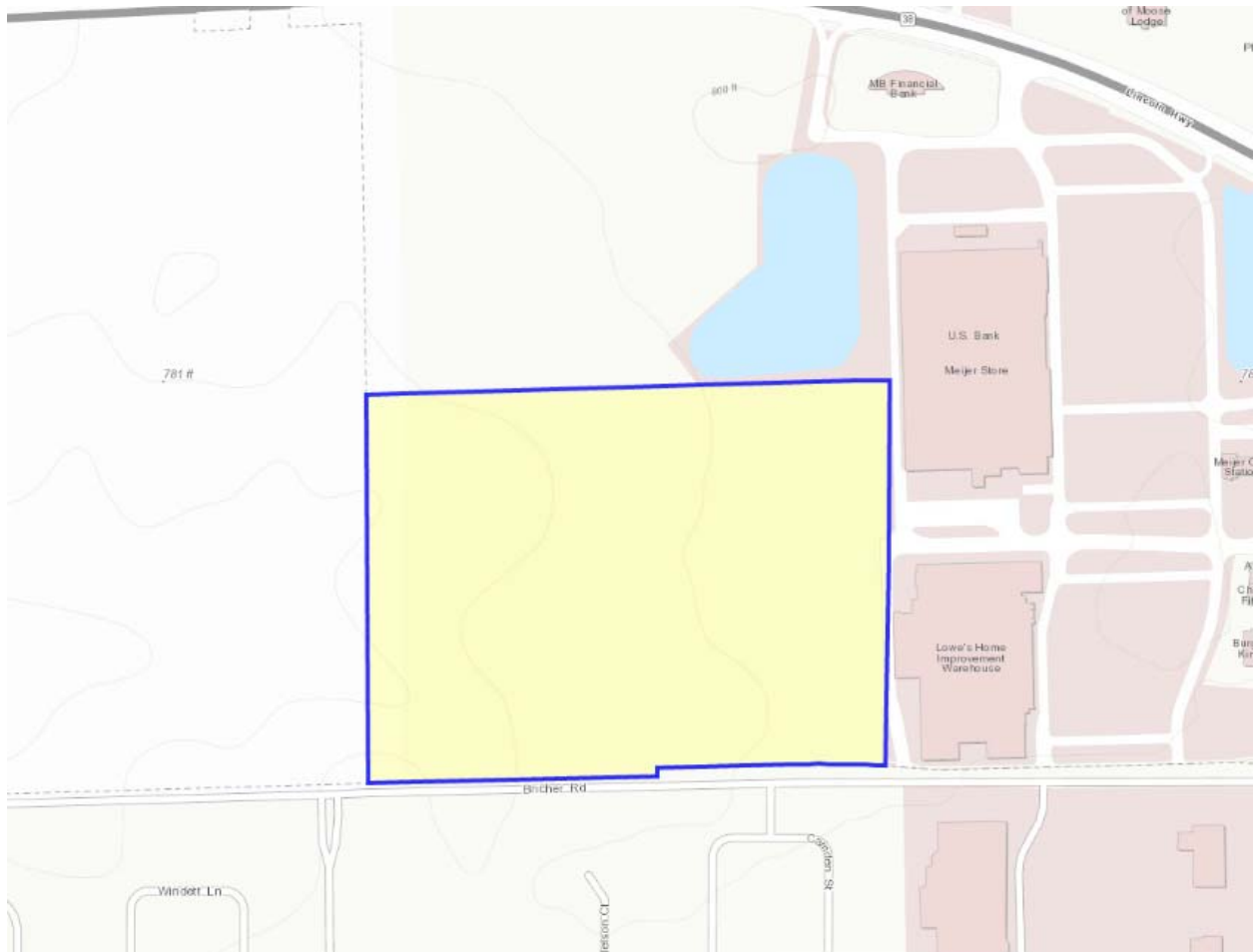
\$2,300,000

Based on our inspection and analysis of economic trends influential to the property, it is our opinion that the market value of the fee simple interest in the 20.48-acre subject site at Bricher Road in the City of Saint Charles, Kane County, Illinois, as of the effective date of the appraisal, February 25, 2017, and subject to the incorporated Assumptions and Conditions under its existing zoning, is:

TWO MILLION THREE HUNDRED THOUSAND (\$2,300,000) DOLLARS

We are of the opinion that a reasonably achievable marketing time for the market value opinion, assuming the property was properly priced and actively marketed, is 12 to 36 months commencing from the effective date of appraisal going forward. We estimate an exposure period of 12 to 36 months preceding the effective date of appraisal, if properly priced and actively marketed.

ADDENDA





JOSEPH J. BLAKE AND ASSOCIATES, INC.
REAL ESTATE VALUATION AND CONSULTING

10 South LaSalle Street, Suite 1140 | Chicago, Illinois 60603 | Phone: 312-372-1333 | Fax: 312-372-5333 | www.josephjblake.com

VIA E-MAIL: jeff@e-a.net

February 15, 2017

Executive Capital
c/o Mr. Jeff Ratzer
Vice President
Big Rock Executive Center
47W210 Route 30
Big Rock, IL 60511

Re: Fee Proposal for Land Appraisal and
Apartment Supply and Demand Analysis of:
20± Acre Site and Proposed 250± Unit Class A+ Apartment in
St. Charles, IL

Dear Ratzer:

In accordance with your request, herewith submitted is our fee proposal for preparing an appraisal and appraisal report of the above referenced property as well as a supply and demand analysis of the immediate and local Class A apartment market.

The purpose of the appraisal will be to provide our opinion of the fee simple interest in a 20± acre site under its current zoning for agricultural use. Under separate cover, we will also provide a local supply and demand analysis relating to a proposed 250± unit proposed Class A+ apartment.

The fee for the assignment will be \$4,000, due upon completion and delivery of the final appraisals.

We will put forth our best efforts to provide you with an electronic copy of the appraisal within 3 weeks of authorization. *The date of authorization is the date we receive a signed copy of this fee proposal along with all information required to complete this assignment.*

If court testimony, arbitration or additional consulting services are required, the additional fee will be based on \$300 per hour plus travel and all related expenses including but not limited to pre and post trial/arbitration meetings, appraisal reviews, air fare, auto mileage, meals, lodging, messenger and overnight services, telephone calls, ground transportation, copying charges, clerical service, etc.

As always, the appraisals will conform to the standards set forth in the Code of Professional Ethics and Standards of Valuation Practice of the Appraisal Institute, and Uniform Standards of Valuation Practice of the Appraisal Foundation, FIRREA (Financial Institutions Reform, Recovery and Enforcement Act), as well as the attached Assumptions and Limiting Conditions.

If certain information is not received in a timely fashion, the delivery date of the appraisals may be delayed beyond the stated time frame.

If the assignment is canceled, the fees and expenses incurred to that point will be \$300 per hour plus related expenses not to exceed the total fee.

Corporate Headquarters: 425 Broad Hollow Road, Suite 429 | Melville, New York 11747 | (516) 827-0222

Regional Offices: Atlanta | Boston | Chicago | Dallas | Los Angeles | Miami | New York City | San Francisco | Washington D.C.

Blake & Sanyu Alliance: Tokyo | Osaka | Nagoya | Sendai

If after the assignment is placed on hold by the client, or if within a 10 day period after cancellation by the client, authorization is given to proceed with the assignment, the fee structure will remain the same and all fees and expenses paid will be credited against the original fee assuming the scope of work has not changed. The revised delivery date of the final reports may then be set by mutual agreement. Please keep in mind that any assignments placed on hold by the client may result in extended delivery dates for the final report.

If a draft report is issued at the request of the client, and final comments on the draft are not provided by the client in order to finalize the report in 5 days of issue, then the entire agreed upon fee will be due and payable at that point, if not already paid and service charges will begin to accrue the 50th day after the draft was sent out (see below).

We reserve the right to access a service charge of 1 ½ percent per month (18 percent) on any outstanding balance for which payment has not been received after 45 days from the invoice date. The service charge shall be capitalized and become part of the outstanding balance as the interest accrues.

In the event we must take legal action to collect any portion of our outstanding fees, reasonable attorneys' fees, court costs, sheriffs' fees and other related costs associated with the collection of the account shall be paid by *Executive Capital*, if Joseph J. Blake and Associates, Inc. prevails in such action. This proposal, at the option of Joseph J. Blake and Associates, Inc., may be revised or withdrawn if not signed and received by Joseph J. Blake and Associates by March 30, 2017.

If the nature or scope of the assignment is changed, we reserve the right to alter the time frame and fee structure accordingly. Additional copies of the appraisal reports will be available at a cost of \$75 per copy plus messenger or overnight delivery charges.

If the terms and conditions of this proposal are agreeable, kindly indicate your acceptance by signing in the space provided below and return a copy together with all information required to commence the assignment at your earliest convenience.

We wish to thank you for utilizing the services of Joseph J. Blake and Associates, Inc. and for the confidence you have demonstrated in our ability to perform this assignment.

Respectfully submitted,

JOSEPH J. BLAKE AND ASSOCIATES, INC.



Michael J. Maglocchi, MAI, Managing Partner
State-Certified General Real Estate Appraiser
NO. 553.000119

I understand and accept that the final appraisals will be subject to the above fee proposal and the attached Assumptions and Limiting Conditions. I also certify that I am authorized by my company or client to engage the services described in this contract.

By  Print: JEFFREY

Title: VP Date: 2/15/17

Phone Number: 630 556 3771

Enclosure: Assumptions and Limiting Conditions

Definition of Market Value

Wiring Instructions

Privacy Notice

QUALIFICATIONS OF THE APPRAISER

MICHAEL J. MAGLOCCI, MAI, MRICS

Mr. Maglocchi holds the position of Managing Partner with the Chicago office of Joseph J. Blake and Associates, Inc., at 10 S. LaSalle Street, Suite 1140, Chicago, Illinois.

FORMAL EDUCATION

Pennsylvania State University – State College, Pennsylvania
Bachelor of Science in Business Administration
Concentration in Real Estate

REAL ESTATE AND APPRAISAL EDUCATION

Course Name	Provider
Real Estate Appraisal Principles	Appraisal Institute
Basic Valuation Procedures	Appraisal Institute
Capitalization Theory and Techniques, Part I	Appraisal Institute
Capitalization Theory and Techniques, Part II	Appraisal Institute
Capitalization Theory and Techniques, Part B	Appraisal Institute
Case Studies in Real Estate Valuation	Appraisal Institute
Standards of Professional Practice	Appraisal Institute
Residential Valuation	Appraisal Institute
Valuation Analysis and Report Writing	Appraisal Institute
Market Analysis	Appraisal Institute
Litigation Valuation	Appraisal Institute

PROFESSIONAL AFFILIATIONS

Affiliation	Number
Appraisal Institute, Designated Member	No. 7107
Royal Institution of Chartered Surveyors, Member	No. 6328662
Illinois State Certified General Real Estate Appraiser	No. 553.000119
Indiana State Certified General Real Estate Appraiser	No. CG69100363
Iowa State Certified General Real Estate Appraiser	No. 198507083
Michigan State Certified General Real Estate Appraiser	No. 1201001719
Ohio State Certified General Real Estate Appraiser	No. 384673
Pennsylvania State Certified General Real Estate Appraiser	No. GA001005-R
Wisconsin State Certified General Real Estate Appraiser	No. 114-10
Illinois Coalition of Appraisal Professionals, Founding Member and Past President	

Appraisal Institute Service	Dates
Government Relations Committee, Member	2014/2015
Chicago Chapter, President	1999
National Board of Directors, Member	Past
Region III, Chair	Past
Chicago Chapter Board of Directors, Member	Past
Non-Residential Demonstration Appraisal Reports Subcommittee, Member	Past
Regional Standards and Ethics Panel, Member	Past
Master's Degree Committee, Member	Past

APPRAISAL EXPERIENCE

Responsibilities include the appraisal of all types of investment grade and noninvestment grade real estate, including office buildings, regional malls, power centers, community centers, neighborhood centers, industrial properties and apartments, condominium complexes, residential subdivisions, hotels, cineplexes, restaurants, vacant land and special use properties, as well as providing related consulting. Mr. Maglocchi has appraised and has supervised appraisals as well as prepared consulting studies of properties for a variety of public pension funds, large institutional investors, pension fund advisors, insurance companies and banks.

Mr. Maglocchi has been qualified as an expert witness in Federal Bankruptcy Court in the State of Wisconsin (Milwaukee) and Illinois (Chicago) and has given oral and written testimony in each. He has also testified in the Supreme Court of New York. In addition, he has provided testimony in litigation matters, both civil and criminal.

Recent awards include:

- Appraisal Institute President's Appreciation Award (2011)
- Chicago Chapter Exceptional Leadership and Dedicated Service Award (2010)
- Appraisal Institute Region III Service Award (2009/2010)
- Heritage Award (2007)

CERTIFICATION

QUALIFICATIONS OF THE APPRAISER

JAIME SCHEETZ

Ms. Scheetz holds the position of Senior Appraiser with the Chicago office of Joseph J. Blake and Associates, Inc., at 10 S. LaSalle Street, Suite 1140, Chicago, Illinois.

FORMAL EDUCATION

University of Illinois, Champaign-Urbana
Bachelor of Science in Finance

REAL ESTATE AND APPRAISAL EDUCATION

Course Name	Provider
Real Estate Appraisal Principles	Appraisal Institute
Basic Valuation Procedures	Appraisal Institute
Capitalization Theory and Techniques, Part A	Appraisal Institute
Standards of Professional Practice	Appraisal Institute
Fundamentals of Real Estate Appraisal	Appraisal Institute
Appraising the Single Family Residence	Appraisal Institute

PROFESSIONAL AFFILIATIONS

Affiliation	Number
Illinois State Certified General Real Estate Appraiser	No. 553.002450

APPRAISAL EXPERIENCE

Variety of assignments for financial institutions and banks, including: retail, shopping centers, industrial properties, market studies, apartments, and vacant land.

CERTIFICATION



**FOURTH AMENDMENT TO ANNEXATION AGREEMENT
(BRICHER COMMONS PUD – PRAIRIE WINDS)**

THIS FOURTH AMENDMENT to an Annexation Agreement (hereinafter the “Amendatory Agreement”) is made as of this ____ day of ____ 2017, by the City of St. Charles, an Illinois home rule municipal corporation (hereinafter the “CITY”), Prairie Winds, LLC, a Delaware Limited Liability Company (hereinafter the “DEVELOPER”) and Todd L. Dempsey Declaration of Trust (hereinafter the “OWNER”) (the CITY, DEVELOPER, and OWNER are hereinafter sometimes collectively referred to as the “Parties”).

WITNESSETH:

WHEREAS, the CITY has previously entered into a certain Annexation Agreement dated August 4, 1999 (“**1999 Annexation Agreement**”) by and between the CITY OF ST. CHARLES and FIRSTAR BANK ILLINOIS as Trustee under the provisions of Trust No. 2640 dated December 7, 1987 and DGT PARTNERSHIP, recorded as Document Number 1999K094392 in Kane County, Illinois; and

WHEREAS, the CITY has previously entered into a certain Amended Annexation Agreement dated November 15, 1999 (“**First Amendment**”) by and between the CITY OF ST. CHARLES and FIRSTAR BANK of ILLINOIS as Trustee under the provisions of Trust No. 2640 dated December 7, 1987 and DGT PARTNERSHIP, recorded as Document Number 2000K037389 in Kane County, Illinois; and

WHEREAS, the CITY has previously entered into a certain Amended Annexation Agreement dated March 20, 2006 (“**Second Amendment**”) by and between the CITY OF ST. CHARLES and DGT, LLC, recorded as Document Number 2006K056293 in Kane County, Illinois; and

WHEREAS, the CITY has previously entered into a certain Amended Annexation Agreement dated January 19, 2016 (“**Third Amendment**”) by and between the CITY OF ST.

CHARLES, METRO STORAGE ST. CHARLES, LLC, AND UNBEL, LLC, recorded as Document Number 2016K003108 in Kane County, Illinois; and

WHEREAS, the 1999 Annexation Agreement, First Amendment, Second Amendment, and Third Amendment shall hereinafter collectively be referred to as the “Amended Annexation Agreement”; and

WHEREAS, the OWNER is the owner of record of certain real property (hereinafter the “Subject Property”) heretofore annexed to the CITY pursuant to the Amended Annexation Agreement, the Subject Property being legally described in Exhibit “A”, attached hereto and incorporated herein by reference; and

WHEREAS, the DEVELOPER is the purchaser under contract of the Subject Property and, following its closing on the Subject Property, shall undertake and be fully responsible for the development of the Subject Property in full compliance with the terms and provisions of this Agreement and shall thereupon become the OWNER hereunder; and

WHEREAS, the DEVELOPER, with permission granted from the OWNER, has filed petitions with the CITY (a) to amend the Amended Annexation Agreement, and (b) to amend the Special Use for Planned Unit Development described in Ordinance No. 1999-Z-11 entitled “An Ordinance Granting a Special Use as a Planned Unit Development (Bricher Commons PUD)”, (“**Bricher Commons PUD**”) and for approval of PUD Preliminary Plans (including a Subdivision Preliminary Plat) in conjunction therewith; and

WHEREAS, pursuant to the provisions of 65 ILCS 5/11-15.1 *et seq.*, a proposed amendment to the Amended Annexation Agreement, substantially in the form of an Amendatory Agreement, was submitted to the CITY, and a public hearing was held thereon by the CITY on April 17, 2017, pursuant to the notice duly published in the Daily Herald newspaper, being a newspaper of general circulation, on March 31, 2017, all as required by law.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants, conditions and agreements hereinafter set forth, IT IS HEREBY AGREED BY AND BETWEEN THE CITY, DEVELOPER, and OWNER as follows:

1. APPLICABILITY. Except as hereinafter otherwise expressly provided, upon the execution of this Agreement, the provisions of the Amended Annexation Agreement shall be superseded by this Agreement with respect to the Subject Property and shall thereafter become null and void and shall have no further force or effect with respect to the Subject Property.

2. ZONING. As soon as reasonably practicable and legally permissible following the execution of this Agreement, the CITY shall adopt and approve all ordinances and take such actions as necessary and appropriate to:

A. RM-3 ZONING: Rezone the Subject Property from the existing BR Regional Business District zoning classification under Chapter 17.14 of Title 17 of the St. Charles Municipal Code to RM-3 General Residential District zoning classification under Chapter 17.12 of Title 17 of the St. Charles Municipal Code.

B. PUD: Amend the Bricher Commons PUD with respect to the Subject Property, which amending ordinance shall be in the form and substance of Exhibit “B” attached hereto, entitled “An Ordinance Amending Ordinance No. 1999-Z-11 (Bricher Commons PUD) and Granting Approval of a New Planned Unit Development and PUD Preliminary Plan for Prairie Winds of St. Charles” (“**Prairie Winds PUD Ordinance**”).

Following the adoption of said ordinances, the Subject Property shall be developed only in accordance with the provisions of this Agreement, the Prairie Winds PUD Ordinance (as from time to time amended by the CITY pursuant to application by DEVELOPER), applicable provisions of the CITY’S Municipal Code, to the extent not modified or varied pursuant to this Agreement or the Prairie Winds PUD Ordinance, and all other applicable statutes, rules and regulations of the State of Illinois and Kane County, as the same may, from time to time, apply to the development of the Subject Property.

3. TERM. This Agreement shall be effective beginning on the date hereof and shall continue in full force and effect until August 4, 2019, which constitutes a period of twenty (20) years following the date of the 1999 Annexation Agreement.

4. BINDING EFFECT. If OWNER and/or DEVELOPER sells or conveys all or any portion of the Subject Property or otherwise transfers or assigns any of its rights and/or duties hereunder during the term of this Agreement, all of OWNER's and/or DEVELOPER'S obligations specified in this Agreement shall devolve upon and be assumed by such purchaser, grantee, successor or assignee in interest ("**Transferee**"), as to the portion of the Subject Property so conveyed or the specific rights and/or duties so transferred.

5. COVENANT RUNNING WITH THE LAND. This Agreement shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the Parties hereto and all of their grantees, successors in interest, assignees, and ground lessees.

6. AMENDMENTS AND MODIFICATIONS. OWNER and DEVELOPER agree that the CITY and other appropriate parties may elect to modify the terms of the Amended Annexation Agreement for portions of the Bricher Commons Property, other than the Subject Property, without the consent of OWNER or DEVELOPER or either of them.

7. RECORDING. This Agreement may be recorded in the office of the Kane County Recorder's Office by either party; DEVELOPER shall pay for the recording fee.

8. COUNTERPARTS. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same document.

Prairie Winds LLC
A Delaware Limited Liability Company

By: _____

Title: _____

Attest: _____

Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY that _____, _____, and
_____, _____, of _____, a
_____, who are personally known to me to be the same persons whose
names are subscribed to the foregoing instruments as such _____ and _____,
respectively, appeared before me this day in person and acknowledged that they signed and
delivered the said instrument as their own free and voluntary act and as the free and voluntary act
of said corporation, for the uses and purposes therein set forth; and the said _____ then and
there acknowledged that _he, as custodian of the records of the corporation, did affix the
corporate seal of said corporation to said instrument as h__ own free and voluntary act and as the
free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of _____, 2016.

Notary Public

Todd L. Dempsey Declaration of Trust
an Illinois Limited Liability Company

By: Gerard R. Dempsey
Its sole trustee

By: _____
Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that _____, Trustee of Todd L. Dempsey Declaration of
Trust, personally known to me to be the same person whose name is subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that he signed, sealed and
delivered this instrument as his own free and voluntary act, and as the free and voluntary act of
UNBEL, LLC, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of _____, 2016.

Notary Public

The CITY OF ST. CHARLES

By: _____
Mayor

Attest: _____
City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Raymond P. Rogina, personally known to me to be the Mayor of the City of St. Charles, a municipal corporation, and Nancy Garrison, personally known to me to be the City Clerk of the City of St. Charles, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk of said municipal corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority given by the City Council of the City of St. Charles as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of _____, 2016.

Notary Public

EXHIBIT "A"
Legal Description of Subject Property

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 32, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO FIRSTAR BANK OF GENEVA, SUCCESSOR TRUSTEE TO THE FIRST NATIONAL BANK OF GENEVA, AS TRUSTEE UNDER TRUST NUMBER 2640 AS RECORDED IN DOCUMENT NO. 1884216; THENCE NORTH 00 DEGREES, 13 MINUTES 24 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 418.83 FEET TO A PLACE OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 13 MINUTES 24 SECONDS WEST, ALONG SAID WEST LINE, 281.02 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 36 SECONDS EAST, 30.05 FEET; THENCE NORTH 47 DEGREES 46 MINUTES 45 SECONDS EAST, 51.14 FEET; THENCE NORTH 76 DEGREES 35 MINUTES 36 SECONDS EAST, 456.07 FEET, THENCE NORTH 88 DEGREES 25 MINUTES 56 SECONDS EAST, 846.63 FEET TO THE WEST LINE OF LOT 1 IN RESUBDIVISION # 2 OF THE RESUBDIVISION OF MEIJER #182 SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 2002 AS DOCUMENT NUMBER 2002K140590; THENCE SOUTH 01 DEGREES 34 MINUTES 04 SECONDS EAST ALONG SAID WEST LINE AND ALONG WEST LINE OF LOT 2 IN RESUBDIVISION # 1 OF THE RESUBDIVISION OF MEIJER #182 SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 18, 2002 AS DOCUMENT NUMBER 2002K115360, A DISTANCE OF 782.90 FEET TO THE NORTHEAST CORNER OF PROPERTY CONVEYED TO THE CITY OF GENEVA BY DEED DOCUMENT RECORDED AS 2000K028065; THENCE THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE NORTH LINE OF SAID CONVEYED PROPERTY: 1) WESTERLY ALONG A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 3190.04 FEET, HAVING A CHORD BEARING NORTH 89 DEGREES 40 MINUTES 02 SECOND WEST, FOR AN ARC LENGTH OF 255.20 FEET TO A POINT OF TANGENCY; 2) SOUTH 88 DEGREES 02 MINUTES 28 SECONDS WEST, 352.67 FEET TO THE NORTHWEST CORNER OF SAID CONVEYED PROPERTY; THENCE SOUTH 88 DEGREES 25 MINUTES 20 SECOND WEST ALONG LINE 48.85 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 32, A DISTANCE OF 349.59 FEET; THENCE NORTH 01 DEGREES 57 MINUTES 32 SECONDS WEST, 234.95 FEET; THENCE NORTH 53 DEGREES 15 MINUTES 53 SECONDS WEST, 208.23 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 36 SECONDS WEST, 246.25 FEET TO THE PLACE OF BEGINNING; IN KANE COUNTY, ILLINOIS.

EXHIBIT “B”
Prairie Winds PUD Ordinance

City of St. Charles, Illinois
Ordinance No. 2017-Z-

An Ordinance Amending Ordinance Nos. 1999-Z-11 and 2006-Z-7 (Bricher Commons PUD) and Granting Approval of a Map Amendment, New Special Use for Planned Unit Development, and PUD Preliminary Plan for Prairie Winds of St. Charles

WHEREAS, on or about February 28, 2017, Prairie Winds, LLC (the “Applicant” and “Contract Purchaser”), filed petitions for 1) Map Amendment from BR Regional Business District to RM-3 General Residential District, 2) Special Use for Planned Unit Development to establish a new Planned Unit Development, and 3) PUD Preliminary Plan, all for the real estate legally described on Exhibit “A” attached hereto and incorporated herein (the “Subject Property”), for the purpose of constructing a 250-unit multi-family residential complex on the Subject Property; and,

WHEREAS, on or about August 2, 1999, the City Council passed and approved Ordinance No. 1999-Z-11 “An Ordinance Granting a Special Use as a Planned Unit Development (Bricher Commons PUD)” which ordinance approved a planned unit development called Bricher Commons, which was subsequently amended by Ordinance No. 2006-Z-7; and,

WHEREAS, from and after the date of passage and approval of this Ordinance, Ordinance No. 1999-Z-11 and Ordinance No. 2006-Z-7 shall be null, void and of no further force or effect with respect to the Subject Property; and,

WHEREAS, Notice of Public Hearing on said petitions for Map Amendment and Special Use for Planned Unit Development was published on or about March 6, 2017 in a newspaper having general circulation within the City, to-wit, the Daily Herald newspaper, as required by the statutes of the State of Illinois and the ordinances of the City; and,

WHEREAS, pursuant to said Notice, the Plan Commission conducted a public hearing on or about March 21, 2017 on said petitions in accordance with the statutes of the State of Illinois and the ordinances of the City; and,

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

WHEREAS, the Plan Commission recommended approval of said Map Amendment, Special Use for Planned Unit Development, and PUD Preliminary Plan petitions on or about March 21, 2017; and,

WHEREAS, the Planning & Development Committee of the City Council recommended approval of said petitions on or about April 10, 2017; and,

WHEREAS, the City Council of the City of St. Charles has received the

recommendations of the Plan Commission and Planning & Development Committee and has considered the same.

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

1. The preambles set forth hereinabove are incorporated herein as substantive provisions of this Ordinance as though fully set out in this Section 1.

2. That passage of this Ordinance shall constitute approval of the petition for a Map Amendment for the Subject Property from the BR Regional Business District to the RM-3 General Residential District, and the Findings of Fact for Map Amendment attached hereto and incorporated herein as Exhibit "B" are expressly adopted by the corporate authorities of the City.

3. That passage of this Ordinance shall constitute approval of a Special Use for Planned Unit Development pursuant to the provisions of Title 17 of the St. Charles Municipal Code, as amended, and based upon the Applicant's petitions and the evidence presented at the Public Hearing, the City Council hereby finds that the Special Use for Planned Unit Development is in the public interest and adopts the Criteria for Planned Unit Developments, set forth on Exhibit "C", which is attached hereto and incorporated herein.

4. That the Special Use for Planned Unit Development heretofore granted with respect to the Subject Property by Ordinance No. 1999-Z-11 "An Ordinance Granting a Special Use as a Planned Unit Development (Bricher Commons PUD)", which was subsequently amended by Ordinance No. 2006-Z-7; which ordinances approved a planned unit development, and hereafter Ordinance No. 1999-Z-11 and Ordinance No. 2006-Z-7 shall be null, void and of no further force or effect with respect to the Subject Property.

5. That passage of this Ordinance shall constitute conditional approval of the PUD Preliminary Plan, incorporated herein as Exhibit "D", and further shall constitute approval of the following documents, illustrations, plans, plats, diagrams, easements, and elevations, all of which are hereby approved, and reduced copies of which are attached hereto. The approvals within this paragraph shall be 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 & Economic Development and the Director of Public Works to comply with the requirements of the St. Charles Municipal Code (collectively the "Comments, Conditions, Corrections and Modifications". The Comments, Conditions, Corrections and Modifications are incorporated herein in their entirety as Exhibit "E" attached hereto).

- Site Plan; Humphreys & Partners Architects, LP (the "Site Plan"); dated 2/9/2017
- Preliminary Engineering Plans; V3 Companies; revisions dated 4/14/2017
- Preliminary Landscape Plan; Watermark Engineering Resources, LTD; revisions dated 4/13/2017
- Preliminary Plat of Subdivision; V3 Companies, revisions dated 4/14/2017
- Preliminary Plat of Easement for Sanitary Sewer; V3 Companies, revisions dated 4/14/2017
- Schematic Elevations; Humphreys & Partners Architects, LP; dated 3/31/2017
- Site Photometric Plan; not dated

6. The Subject Property shall be developed only in accordance with all ordinances of the City as now in effect and as hereafter amended (except as specifically varied herein), and subject to the terms, conditions and restrictions set forth herein, as follows:

- a. Zoning: The Subject Property shall be subject to the requirements of the RM-3 General Residential District, as amended, and all other applicable requirements of the St. Charles Zoning Ordinance, as amended, except as specifically varied in the “PUD Deviations” attached hereto and incorporated herein as Exhibit “F”.

b. Bricher Road Improvements:

- i. A right-turn lane shall be provided into the main/eastern development access, as shown on the attached Site Plan.
- ii. Public sidewalk shall be installed along Bricher Road, extending from the east property line of the Subject Property to the secondary/western access, as shown on the attached Site Plan.

iii. *Resolution of comments by the City of Geneva.*

- c. Special Service Area: Following a recording of the Final Plat of Subdivision, the City shall initiate the formation of a Special Service Area for the purpose of maintaining and repairing stormwater management facilities and other facilities serving the Subject Property.

- d. Inclusionary Housing: The Applicant shall provide a one-time and non-recurring fee in-lieu of Affordable Units in the amount of \$5,000.00 per required Affordable Unit (determined to be 25 Affordable Units), resulting in a one-time payment of \$125,000.00, in accordance with the provisions of Title 19 of the St. Charles Municipal Code, as the same may be amended from time to time (“Title 19”). Payment of the \$125,000.00 one-time fee forever, fully and finally satisfies the requirements of Title 19 with respect to any required Affordable Units provided that the Applicant does not, following the adoption of this Ordinance, increase the number of housing units proposed to be constructed by Applicant within the Site Plan

- e. School Contributions: The Applicant shall provide a one-time and non-recurring cash payment in lieu of land contribution in accordance with the provisions of Title 16 of the St. Charles Municipal Code, as the same may be amended from time to time (“Title 16”). The total one-time cash payment in lieu of land contribution is \$_____. Payment of the one-time cash payment forever, fully and finally satisfies the requirements of Title 16 with respect to any required payment or land contribution to the School District provided that the Applicant does not, following the adoption of this Ordinance, increase the number of housing units proposed to be constructed by Applicant within the Site Plan.

- f. Park Contributions:** The Applicant shall provide a one-time and non-recurring cash payment in lieu of land contribution in accordance with the provisions of Title 16 of the St. Charles Municipal Code, as the same may be amended from

time to time ("Title 16"). Payment of the one-time cash payment and the provision of the private recreation facilities described in subparagraph (g) below, fully and finally satisfies the requirements of Title 16 with respect to any required payment or land contribution to the Park District provided that the Applicant does not, following the adoption of this Ordinance, increase the number of housing units proposed to be constructed by Applicant within the Site Plan.

Subject to a determination from the City Council regarding acceptance of the private recreational amenities described below.

g. A portion of the land contribution requirement shall be provided in the form of private recreation facilities, as follows:

- i. Playground/recreational area: 17,500 square feet
 - ii. Outdoor pool area: 9,000 square feet
 - iii. Dog park: 6,000 square feet
 - iv. Clubhouse: 8,000 square feet
- TOTAL: 40,500 square feet / 0.93 acres

Applicant will pay a total one-time cash payment in lieu of land contribution in the amount of \$_____.

Subject to a determination from the City Council regarding acceptance of the private recreational amenities described below.

h. **Per-Acre Land Value:** The fair market land value which shall be used in the calculation of the required School and Park cash contributions shall be _____ per acre. The fair market land value shall be used to calculate the cash payment in lieu of contribution land contribution, as provided is subparagraph (e), (f) and (g) above.

7. 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 ____ day of _____, 2017.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this ____ day of _____, 2017.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this ____ day of _____, 2017.

Raymond P. Rogina, Mayor

Attest:

Nancy Garrison, City Clerk

Vote:

Ayes:

Nays:

Absent:

Abstain:

Date: _____

APPROVED AS TO FORM:

City Attorney

DATE: _____

EXHIBIT "A"

LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 32, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO FIRSTAR BANK OF GENEVA, SUCCESSOR TRUSTEE TO THE FIRST NATIONAL BANK OF GENEVA, AS TRUSTEE UNDER TRUST NUMBER 2640 AS RECORDED IN DOCUMENT NO. 1884216; THENCE NORTH 00 DEGREES, 13 MINUTES 24 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 418.83 FEET TO A PLACE OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 13 MINUTES 24 SECONDS WEST, ALONG SAID WEST LINE, 281.02 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 36 SECONDS EAST, 30.05 FEET; THENCE NORTH 47 DEGREES 46 MINUTES 45 SECONDS EAST, 51.14 FEET; THENCE NORTH 76 DEGREES 35 MINUTES 36 SECONDS EAST, 456.07 FEET, THENCE NORTH 88 DEGREES 25 MINUTES 56 SECONDS EAST, 846.63 FEET TO THE WEST LINE OF LOT 1 IN RESUBDIVISION # 2 OF THE RESUBDIVISION OF MEIJER #182 SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 2002 AS DOCUMENT NUMBER 2002K140590; THENCE SOUTH 01 DEGREES 34 MINUTES 04 SECONDS EAST ALONG SAID WEST LINE AND ALONG WEST LINE OF LOT 2 IN RESUBDIVISION # 1 OF THE RESUBDIVISION OF MEIJER #182 SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 18, 2002 AS DOCUMENT NUMBER 2002K115360, A DISTANCE OF 782.90 FEET TO THE NORTHEAST CORNER OF PROPERTY CONVEYED TO THE CITY OF GENEVA BY DEED DOCUMENT RECORDED AS 2000K028065; THENCE THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE NORTH LINE OF SAID CONVEYED PROPERTY: 1) WESTERLY ALONG A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 3190.04 FEET, HAVING A CHORD BEARING NORTH 89 DEGREES 40 MINUTES 02 SECOND WEST, FOR AN ARC LENGTH OF 255.20 FEET TO A POINT OF TANGENCY; 2) SOUTH 88 DEGREES 02 MINUTES 28 SECONDS WEST, 352.67 FEET TO THE NORTHWEST CORNER OF SAID CONVEYED PROPERTY; THENCE SOUTH 88 DEGREES 25 MINUTES 20 SECOND WEST ALONG LINE 48.85 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 32, A DISTANCE OF 349.59 FEET; THENCE NORTH 01 DEGREES 57 MINUTES 32 SECONDS WEST, 234.95 FEET; THENCE NORTH 53 DEGREES 15 MINUTES 53 SECONDS WEST, 208.23 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 36 SECONDS WEST, 246.25 FEET TO THE PLACE OF BEGINNING; IN KANE COUNTY, ILLINOIS.

EXHIBIT “B”

FINDINGS OF FACT FOR MAP AMENDMENT

1. The existing uses and zoning of nearby property.

The property to the south of the site (located in Geneva) is strictly residential in nature and is comprised of single family homes and multi-family townhomes. The property to the west of the site houses the courthouses of the Sixteenth Judicial Circuit of Kane County, Illinois and is owned by Kane County and is zoned “F” Farming District. The adjacent property to the east is zoned “BR” Regional Business & PUD (Meijer PUD) and is commercial and retail in nature, including the Lowes and Meijer stores. The property to the north is zoned “BR” Regional Business & PUD (Bricher Commons PUD). The proposed RM-3 zoning and use of the site as general residential will serve as good transitional land use between the adjacent commercial and lower density residential areas.

2. The extent to which property values are diminished by the existing zoning restrictions.

The proposed RM-3 zoning classification will generate significant tax revenue for the City of St. Charles and Kane County generally including significant revenue to the school district, the park district, the utility districts, and all other taxing bodies. The Subject Property has remained underdeveloped for an extended period and the use of the land as multi-family residential will greatly increase the value of the Subject Property and increase the amount of tax revenue for the City.

The Applicant’s proposed upscale multi-family development further will enhance and significantly increase the property values in the neighboring areas, with the most notable positive impact being upon the adjacent and nearby retail, restaurant, grocery store and commercial uses, all of which will benefit by the increased residential density. The Applicant’s proposed development will further increase property values and will increase demand for the remaining property adjacent to the Subject Property to the north owned by BEI.

3. The extent to which the reduction of the property’s value under the existing zoning restrictions promotes the health, safety, morals or general welfare of the public.

The current zoning restrictions with the residential density as limited in the current Planned Unit Development Ordinances (including Ordinance 2006-Z-7) do not produce any perceptible public benefits. The property has remained vacant for a significant amount of time and in its current zoning classification does not promote the health, safety, morals or general welfare of the public. Applicant’s proposed PUD increases residential density to more appropriate levels, while providing appropriate residential density in an area that is transitional to commercial and retail uses and is consistent with the long term 2013 Comprehensive Plan for the City of Saint Charles.

- 4. The suitability of the property for the purposes for which it is presently zoned, i.e. the feasibility of developing the property for one or more of the uses permitted under the existing zoning classification.**

The Subject Property is currently zoned BR-Regional Business District with a PUD overlay that is outdated and covers a portion of land not owned by Applicant. The current zoning restrictions that are currently in place incorporate zoning classifications that no longer exist. The property will require a map amendment to allow multifamily residential and new PUD in order to be developed. The 2006 Planned Unit Development (adopted by Ordinance 2006-Z-7) was specific to a development that was never built. Applicant's proposed PUD increases residential density to more appropriate levels, while providing appropriate residential density in an area that is transitional to commercial and retail uses and is consistent with the long term 2013 Comprehensive Plan of the City of Saint Charles.

- 5. The length of time that the property has been vacant, as presently zoned, considered in the context of the land development in the area where the property is located.**

The Subject Property has remained vacant for a significant amount of time and remains subject to its original use. The Subject Property is part of the Bricher Commons PUD which was initially approved for commercial use, and later amended in 2006 to include residential in addition to the commercial use already permitted. The development as contemplated by the 2006 amendment never came to fruition and the property has remained underdeveloped, underutilized and underrepresented on the tax rolls of Kane County. The subject property is ripe for multi-family residential development as proposed by Applicant given its close proximity to the Randall Road retail corridor.

- 6. The evidence, or lack of evidence, of the community's need for the uses permitted under the proposed district.**

The proposed development will fulfil the City's goal of development of a vacant, underutilized parcel that cannot otherwise be readily redeveloped and which continues to be utilized as agricultural in an area in immediate proximity to the Randall Road retail and commercial corridor. The Subject Property has remained undeveloped for an extended period of time and the proposed use as multi-family residential is consistent with the long-term goals of the City in accordance with the 2013 Comprehensive Plan. The 2013 Comprehensive Plan calls for more apartments to be built and explains that apartments are an important part of a healthy housing stock. It further states that multifamily housing contributes to residential density which improves the viability of shopping areas in the community.

- 7. The consistency of the proposed amendment with the City's Comprehensive Plan.**

The proposed amendment to RM-3 zoning is consistent with the long-term goals of the City in accordance with the 2013 Comprehensive Plan. The Land Use Plan identifies the Subject Property as "Industrial/Business Park", however, it recommends that the City promote multi-family type housing, and it urges the City to consider proposals in areas

other than those specifically designated for high density residential development. The Plan calls for residential development in vacant/underutilized areas and states that there are many suitable and available infill parcels that are situated between established residential districts and commercial districts. The Subject Property is such an area. The Plan recommends higher density residential on these parcels that are near commercial areas. This would provide additional density and serve as good transitional land use to commercial areas.

The City's Residential Areas Framework Plan acknowledges that while the Bricher Commons Parcel is designated as "Industrial/Business Park", the site may also be appropriate for residential use. Further, the Subarea Plan names the Bricher Commons Parcel a "Catalyst Site", designating it as a site that could have a catalytic impact on the surrounding area. This Plan recommends that the northern half of the site should develop with commercial use (due to its immediate access to Route 38) while the interior and southern portion should be used for multifamily or single family attached housing. Developing the Subject Property into luxury rental apartments meets the City's goal of providing much needed rental units and increasing residential density as a transitional land use in an area that is otherwise undeveloped and underutilized, all in accordance with the 2013 Comprehensive Plan.

8. Whether the proposed amendment corrects an error or omission in the Zoning Map.

The Subject Property is currently zoned BR-Regional Business District with a PUD overlay that is outdated and incorporates zoning classifications that no longer exist. A map amendment will correct this error and will allow multifamily residential and a new PUD that is consistent with the Comprehensive Plan.

9. The extent to which the proposed amendment creates nonconformities.

None.

10. The trend of development, if any, in the general area of the property in question.

The proposed zoning classification is consistent with the trend of development in the area of the subject property. The Subject Property is surrounded by single family and townhome residential and commercial uses, all of which support the development of multi-family residential as an ideal transition between the uses and the nearby retail and commercial uses. Further, the Subject Property is an infill parcel and due to limited access to major roadways is not suitable for large commercial applications similar to those adjacent uses.

EXHIBIT “C”

CRITERIA FOR PLANNED UNIT DEVELOPMENTS

- i. The proposed PUD advances one or more of the purposes of the Planned Unit Development procedure stated in Section 17.04.400.A:**
 - 1. To promote a creative approach to site improvements and building design that results in a distinctive, attractive development that has a strong sense of place, yet becomes an integral part of the community.**
 - 2. To create places oriented to the pedestrian that promote physical activity and social interaction, including but not limited to walkable neighborhoods, usable open space and recreational facilities for the enjoyment of all.**
 - 3. To encourage a harmonious mix of land uses and a variety of housing types and prices.**
 - 4. To preserve native vegetation, topographic and geological features, and environmentally sensitive areas.**
 - 5. To promote the economical development and efficient use of land, utilities, street improvements, drainage facilities, structures and other facilities.**
 - 6. To encourage redevelopment of sites containing obsolete or inappropriate buildings or uses.**
 - 7. To encourage a collaborative process among developers, neighboring property owners and residents, governmental bodies and the community.**

The proposed PUD will develop the Subject Property into *Prairie Winds of St. Charles*, a distinctive and attractive upscale rental community which will become an integral part of the City. It will take a vacant and underdeveloped property and transform it into usable space that will serve as an ideal transition between the neighboring residential neighborhoods and the surrounding commercial uses. *Prairie Winds of St. Charles* will offer its residents a commercial-grade, high-end fitness center and indoor and outdoor pools, as well as an 8,000-sq. ft. clubhouse, outdoor grilling space, and a fireside sitting area, all of which promote physical activity and social interaction between members of the community. *Prairie Winds of St. Charles* will also offer open space and parks, further encouraging active lifestyles for its residents. The development will allow the City to provide much needed rental housing stock for young professionals, families, single parents, and active seniors. The increased residential density in the propose location will increase foot traffic to surrounding businesses which will boost the local economy, and further, the development will help support the school district which is in need of additional population.

- ii. **The proposed PUD and PUD Preliminary Plans conform to the requirements of the underlying zoning district or districts in which the PUD is located and to the applicable Design Review Standards contained in Chapter 17.06, except where:**
- A. **Conforming to the requirements would inhibit creative design that serves community goals, or**
 - B. **Conforming to the requirements would be impractical and the proposed PUD will provide benefits that outweigh those that would have been realized by conforming to the applicable requirements.**

Factors listed in Section 17.04.400.B shall be used to justify the relief from requirements:

- 1. The PUD will provide community amenities beyond those required by ordinance, such as recreational facilities, public plazas, gardens, public areas, pedestrian and transit facilities.**

Applicant proposes to develop the Subject Property into *Prairie Winds of St. Charles*, an upscale rental community. The facility will offer approximately 250 “big house” style apartment units comprised of approximately 50 one-bedroom units, 150 two-bedroom units and 50 three-bedroom units. All units will have an attached garage with a private, indoor stairway leading from the garage to the unit. Residents of *Prairie Winds of St. Charles* will enjoy such amenities as a commercial-level fitness center, indoor and outdoor pools, gas burning fireplaces, and state-of-the-art kitchens featuring granite countertops and stainless steel appliances. Residents will also have access to an 8,000-sq. ft. clubhouse, outdoor grilling space, and a fireside sitting area.

Applicant’s propose development will provide community amenities beyond those required by ordinance including the commercial work-out facility for residents housed within an 8,000 square foot clubhouse as well as common areas, open space, walking paths, sidewalks, and other amenities.

- 2. The PUD will preserve open space, natural beauty and critical environmental areas in excess of what is required by ordinance or other regulation.**

Applicant proposes to develop the Subject Property into *Prairie Winds of St. Charles*, an upscale rental community. The facility will offer approximately 250 “big house” style apartment units comprised of approximately 50 one-bedroom units, 150 two-bedroom units and 50 three-bedroom units. All units will have an attached garage with a private, indoor stairway leading from the garage to the unit. Residents of *Prairie Winds of St. Charles* will enjoy such amenities as a commercial-level fitness center, indoor and outdoor pools, gas burning fireplaces, and state-of-the-art kitchens featuring granite countertops and stainless steel appliances. Residents will also have access to an 8,000-sq. ft. clubhouse, outdoor grilling space, and a fireside sitting area.

Applicant proposed site plan includes a storm water detention facility that incorporates two small lakes that provide aesthetic beauty to the site while preserving all existing wetlands and environmentally sensitive areas, if any, located on the Subject Property.

3. The PUD will provide superior landscaping, buffering or screening.

Applicant incorporates herein by reference its proposed Landscape Plan which plan exceeds the landscape requirements as imposed within the building code and zoning ordinances of the City of Saint Charles. Additionally, Applicant states that the Subject Property is bordered by the jail, and high intensity retail and commercial uses along the Randall Road retail corridor. Additionally, the nearby residential property to the South is sufficiently insulated by Bricher Road and Applicant's proposed residential units are primarily set-back from Bricher Road and placed further to the North on the site plan.

4. The buildings within the PUD offer high quality architectural design.

Applicant incorporates herein by reference its proposed building elevations. Applicant's multi-family units are unique and novel and do not exist in their current configuration anywhere within the municipal limits of the City of Saint Charles. Applicant is utilizing an award-winning architect and proven design that is aesthetically pleasing and innovative. The building configurations allow for multiple access points both through the garage and through the common entryways, which is a novel configuration providing significant utility for Chicago winters and serves as peace of mind with respect to safety.

5. The PUD provides for energy efficient building and site design.

Applicant incorporates herein by reference its proposed building elevations. Applicant's proposed buildings will meet and exceed the energy efficiency requirements as set forth within the Building Code of the City of Saint Charles.

6. The PUD provides for the use of innovative stormwater management techniques.

Applicant incorporates herein by reference its proposed Stormwater Management Plan. Applicant's proposed detention and stormwater plan will meet and exceed the requirements as set forth within the Building Code of the City of Saint Charles and the Kane County Stormwater Ordinance as applicable.

7. The PUD provides accessible dwelling units in numbers or with features beyond what is required by the Americans with Disabilities Act (ADA) or other applicable codes.

Applicant incorporates herein by reference its proposed building elevations and states that all of its proposed structures will fully comply with the Americans with Disabilities Act, including parking requirements.

8. The PUD provides affordable dwelling units in conformance with, or in excess of, City policies and ordinances.

Applicant incorporates herein by reference its Site Plan. Applicant will comply with all ordinances applicable to affordable dwelling units as required by the City of Saint

Charles.

9. The PUD preserves historic buildings, sites or neighborhoods.

Not Applicable.

iii. The proposed PUD conforms with the standards applicable to Special uses (section 17.04.330.C.0):

A. Public Convenience: The Special Use will serve the public convenience at the proposed location.

Applicant proposes to develop the Subject Property into *Prairie Winds of St. Charles*, an upscale rental community. The facility will offer approximately 250 “big house” style apartment units comprised of approximately 50 one-bedroom units, 150 two-bedroom units and 50 three-bedroom units. All units will have an attached garage with a private, indoor stairway leading from the garage to the unit. Residents of *Prairie Winds of St. Charles* will enjoy such amenities as a commercial-level fitness center, indoor and outdoor pools, and state-of-the-art kitchens featuring granite countertops and stainless steel appliances. Residential will also have access to an 8,000 sq. ft. clubhouse, outdoor grilling space, and a fireside sitting area.

Applicant intends to develop the Subject Property into sophisticated rental units to allow the residents of St. Charles the opportunity to enjoy an exceptional living experience in an upscale community environment. Applicant intends to provide St. Charles with luxury apartments which will allow residents to live in a high-end community without the long-term commitment of a mortgage and with access to premium amenities. Applicant will be meeting the growing need for rental housing for young professionals of St. Charles, as well as families, single parents, and active seniors who want the flexibility and freedom of living without maintenance and mortgage obligations. *Prairie Winds of St. Charles* will attract a discerning population of individuals looking for upscale living in St. Charles.

The proposed development will fulfil the City’s goal of development of a vacant, underutilized parcel that cannot otherwise be readily redeveloped. The Subject Property has remained undeveloped for an extended period of time and the use as multi-family residential is consistent with the long-term goals of the City in accordance with the 2013 Comprehensive Plan. The Land Use Plan recommends that the City investigate new methods to improve the conditions of all residential neighborhoods, including incentives for developing vacant properties. It calls for more apartments to be built and explains that apartments are an important part of a healthy housing stock. It further states that multifamily housing contributes to residential density which improves the viability of shopping areas in the community. No multi-family residential has been developed in St. Charles since 1999.

The proposed location for the Special Use will encourage foot traffic to surrounding retail stores and will boost the population for School District 303 which has seen a declining number of students in recent years. The use of the Subject Property as multi-family residential at the proposed site will not require the addition of any schools and will not burden the current school district. Conversely, it will actually help support the school district which is currently in need of additional population to continue to serve the community in a manner of excellence.

B. Sufficient Infrastructure: That adequate utilities, access roads, drainage and/or necessary facilities have been, or are being, provided.

Adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided for the site. The Subject Property has 2 proposed access points from Bricher Road which will provide a safe and efficient means of ingress and egress to the development. Applicant incorporates the findings in the traffic study performed by V3 Engineering.

The Subject Property is served by the City's Westside Treatment Facility and sewer connections will be provided from the site northward to an existing sanitary sewer along Route 38. The water main will connect to the site from the east, will loop through the site and will be connected through future connection locations provided along the north and west property lines.

C. Effect on Nearby Property: That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood.

The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood. The other property in the immediate area is commercial in nature and will benefit from the additional population brought to the area by the proposed development. The other adjacent properties located in Geneva area also residential in nature and will not be negatively affected by the Applicant's proposed use. Further, the property values in the neighborhood will not be negatively affected by the intended use.

D. Effect on Development of Surrounding Property: That the establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. The use as multi-family residential is consistent with the long term

goals of the City of St. Charles which includes the development of higher density residential on parcels that are near commercial areas. The establishment of the Special Use will provide additional density and serve as good transitional land use to commercial areas and will not inhibit the development of surrounding property.

E. Effect on General Welfare: That the establishment, maintenance or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort or general welfare.

The establishment, maintenance or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort or general welfare. The Special Use will allow Applicant to develop the Subject Property into sophisticated rental units to allow the residents of St. Charles the opportunity to enjoy an exceptional living experience in an upscale community environment. The proposed development will fulfil the City's goal of development of vacant, underutilized parcel that cannot otherwise be readily redeveloped. The Subject Property has remained undeveloped for an extended period of time and the use as upscale multi-family rental units will be beneficial to the general welfare of the community.

F. Conformance with Codes: That the proposed Special Use conforms to all existing Federal, State and local legislation and regulation and meets or exceeds all applicable provisions of this Title, except as may be varied pursuant to a Special Use for Planned Unit Development.

The proposed Special Use conforms to all existing Federal, State and local legislation and regulation and meets or exceeds all applicable provisions of Title 17, except as may be varied pursuant to a Special Use for Planned Unit Development.

iv. The proposed PUD will be beneficial to the physical development, diversity, tax base and economic well-being of the City.

The proposed PUD will be highly beneficial to the physical development, diversity, tax base and economic well-being of the City. Applicant's development of Subject Property into sophisticated rental units will attract a young professional population to the City by offering an exceptional living experience in an upscale community environment. It will further attract families, single parents, and active seniors who want the flexibility and freedom of living without maintenance and mortgage obligations. *Prairie Winds of St. Charles* will bring to the City a diverse, discerning population of individuals looking for upscale apartment living in St. Charles. The proposed RM-3 zoning classification will generate significant tax revenue for the City of St. Charles and Kane County generally including significant revenue to the school district, the park district, the utility districts, and all other taxing bodies. The subject property has remained underdeveloped for an extended period and the use of the land as multi-family development will greatly increase the value of the Subject Property and increase the amount of tax revenue for the City. In

addition, the Applicant's proposed upscale multi-family development will enhance and significantly increase the property values in the neighboring areas, with the most notable positive impact being upon the adjacent and nearby retail, restaurant, grocery store and commercial uses, all of whom will benefit by the increased residential density. The Applicant's proposed development will further increase property values and will increase demand for the remaining property adjacent to the Subject Property to the north and owned by BEI.

v. The proposed PUD conforms to the purposes and intent of the Comprehensive Plan.

The Subject Property has remained undeveloped for an extended period of time and the use as multi-family residential is consistent with the long-term goals of the City in accordance with the 2013 Comprehensive Plan. The Land Use Plan recommends that the City investigate new methods to improve the conditions of all residential neighborhoods, including incentives for developing vacant properties. It calls for more apartments to be built and explains that apartments are an important part of a healthy housing stock. It further states that multifamily housing contributes to residential density which improves the viability of shopping areas in the community.

The City of Saint Charles, Illinois is without a newly constructed multi-family residential development since 1999.

The Land Use Plan identifies the Subject Property as "Industrial/Business Park", however, it recommends that the City promote multi-family type housing, and it urges the City to consider proposals in areas other than those specifically designated for high density residential development. The Plan calls for residential development in vacant/underutilized areas and states that there are many suitable and available infill parcels that are situated between established residential districts and commercial districts. The Subject Property is such an area. The Plan recommends higher density residential on these parcels that are near commercial areas. This would provide additional density and serve as good transitional land use to commercial areas.

The City's Residential Areas Framework Plan acknowledges that while the Bricher Commons Parcel is designated as "Industrial/Business Park", the site may also be appropriate for residential use. Further, the Subarea Plan names the Bricher Commons Parcel a "Catalyst Site", designating it as a site that could have a catalytic impact on the surrounding area. This Plan recommends that the northern half of the site should develop with commercial use (due to its immediate access to Route 38) while the interior and southern portion should be used for multifamily or single family attached housing. Developing the Subject Property into luxury rental apartments meets the City's goal of providing much needed rental units and increasing residential density as a transitional land use in an area that is otherwise undeveloped and underutilized, all in accordance with the 2013 Comprehensive Plan.

EXHIBIT “D”
PUD PRELIMINARY PLAN
(18 pages)



PRELIMINARY ENGINEERING PLANS FOR PRAIRIE WINDS ST. CHARLES, ILLINOIS

PROJECT TEAM

OWNER/DEVELOPER

Executive Capital Corporation
47W210 US Highway 30
Big Rock Executive Center
Big Rock, Illinois 60511
630 556 3731
Contact: Jeff Ratzer

ENGINEER

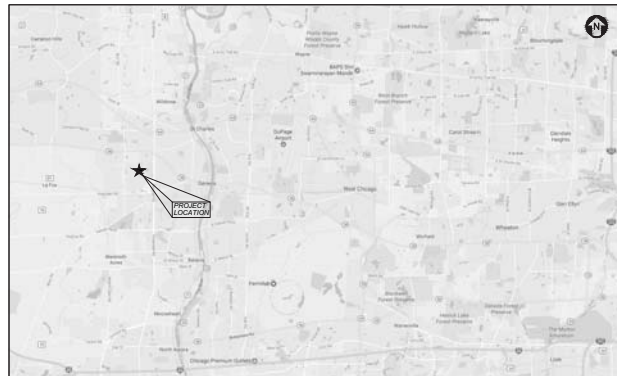
V3 Companies of Illinois, Ltd.
7325 Janes Avenue
Woodridge, Illinois 60517
630 724 9200
Project Manager: Bryan C. Rieger, P.E.
Project Engineer: Mathew T. Brolley, P.E., CFM

ARCHITECT

Humphreys & Partners Architects, L.P.
233 South Wacker Drive, Suite 8400
Chicago, Illinois 60606
312 672 4260
Contact: Kurt Volkman



LOCATION MAP
NO SCALE



VICINITY MAP
NO SCALE

INDEX OF DRAWINGS

- | | |
|-----|----------------------------------|
| 0.0 | TITLE SHEET |
| 1.0 | PRELIMINARY LAYOUT PLAN |
| 2.0 | PRELIMINARY GRADING PLAN |
| 3.0 | PRELIMINARY UTILITY PLAN |
| 3.1 | PRELIMINARY OFFSITE UTILITY PLAN |

APPLICANT PRAIRIE WINDS, LLC RESERVES THE RIGHT TO MODIFY ITS PROPOSED SITE PLAN AND ALL RELATED PLANS TO ADJUST THE LOCATION OF EACH BUILDING ON SITE UP TO 16 FEET FROM THE LOCATION DEPICTED THEREON WITH ACCOMPANYING MODIFICATIONS TO THE DRIVE AISLES AND OTHER SITE IMPROVEMENTS RELATED TO SUCH SHIFT. IF SHIFTED THE FOLLOWING SHALL APPLY:

- BUILDINGS SHALL MEET SETBACK REQUIREMENTS, & THERE SHALL BE A MINIMUM SEPARATION OF 10 FT. BETWEEN BUILDING SIDE WALLS AND 30 FT. BETWEEN THE FRONT OR REAR WALL FACING THE FRONT OR REAR WALL OF ANOTHER BUILDING.
- UTILITY SEPARATION REQUIREMENTS SHALL BE MET.
- BUILDING LOCATIONS SHALL BE FINALIZED AT THE TIME OF FINAL ENGINEERING.

BENCHMARK NOTES:

THE ELEVATIONS WERE KNOWN TO BE ACCURATE AT THE TIME THEY WERE ESTABLISHED. V3 DOES NOT CERTIFY TO THE ACCURACY THEREAFTER, NOR ASSUMES RESPONSIBILITY FOR THE MIS-USE OR MIS-INTERPRETATION OF THE INFORMATION SHOWN HEREON.

IT IS ADVISED THAT ALL OF THE ABOVE ELEVATIONS BE CHECKED BETWEEN EACH OTHER AND VERIFY A MINIMUM OF 3 SURROUNDING UTILITY RM ELEVATIONS AND ANY ADJACENT BUILDING FINISHED FLOOR OR TOP OF FOUNDATION ELEVATIONS SHOWN HEREON PRIOR TO USE OR COMMENCEMENT OF ANY CONSTRUCTION OR OTHER WORK.

PERSONS USING THIS INFORMATION ARE TO CONTACT V3 IMMEDIATELY WITH ANY DISCREPANCIES FOUND PRIOR TO THE START OF ANY WORK.

REVISIONS				BENCHMARKS		DRAWING NO.
NO.	DATE	DESCRIPTION	SHEETS REVISED	REV. BY	SOURCE	
1	03-31-17	REVISED PER AGENCY REVIEW			STATION DESIGNATION: A32016 ESTABLISHED BY: NGS DATE: 06-27-12 ELEVATION: 141.11 (PUBLISHED AND FIELD) DATUM: NAVD83	0.0
2	04-14-17	REVISED PER AGENCY REVIEW			DESCRIPTION: STAINLESS STEEL ROD IN SLEEVE LOCATED 0.25 MI SOUTH OF & 81 ST 36.16 FT EAST OF CENTERLINE OF ROCK ROAD 0.12 MI SOUTH OF ENTRANCE TO KANE COUNTY JUDICIAL CENTER 174 FT SOUTH OF POWER POLE (PP) 98 FT SOUTHEAST OF PP 92 FT NORTHEAST OF PP 61 FT NORTHEAST OF 12 IN STEEL CULVERT, AND 2 FT WEST OF ORANGE FIBERGLASS WITNESS POST.	
					SITE: STATION DESIGNATION: SEM #1 ESTABLISHED BY: V3 DATE: 10-13-16 ELEVATION: 794.50 (MEASURED) DATUM: NAVD83 DESCRIPTION: NORTH RIM OF STORM MFL NORTHWESTERLY FROM LOWE'S HOME IMPROVEMENT BUILDING, 99% NORTHERLY FROM CORNER OF CURB	0.0
					STATION DESIGNATION: SEM #2 ESTABLISHED BY: V3 DATE: 10-13-16 ELEVATION: 788.33 (MEASURED) DATUM: NAVD83 DESCRIPTION: SQUARE CUT IN NORTH SIDE OF LIGHT BASE, ON SOUTH SIDE OF BRIDGER RD. WEST FROM CAMDEN ST (ENTRANCE TO LINCOLN SQUARE)	
ORIGINAL ISSUE DATE : MARCH 01, 2017						

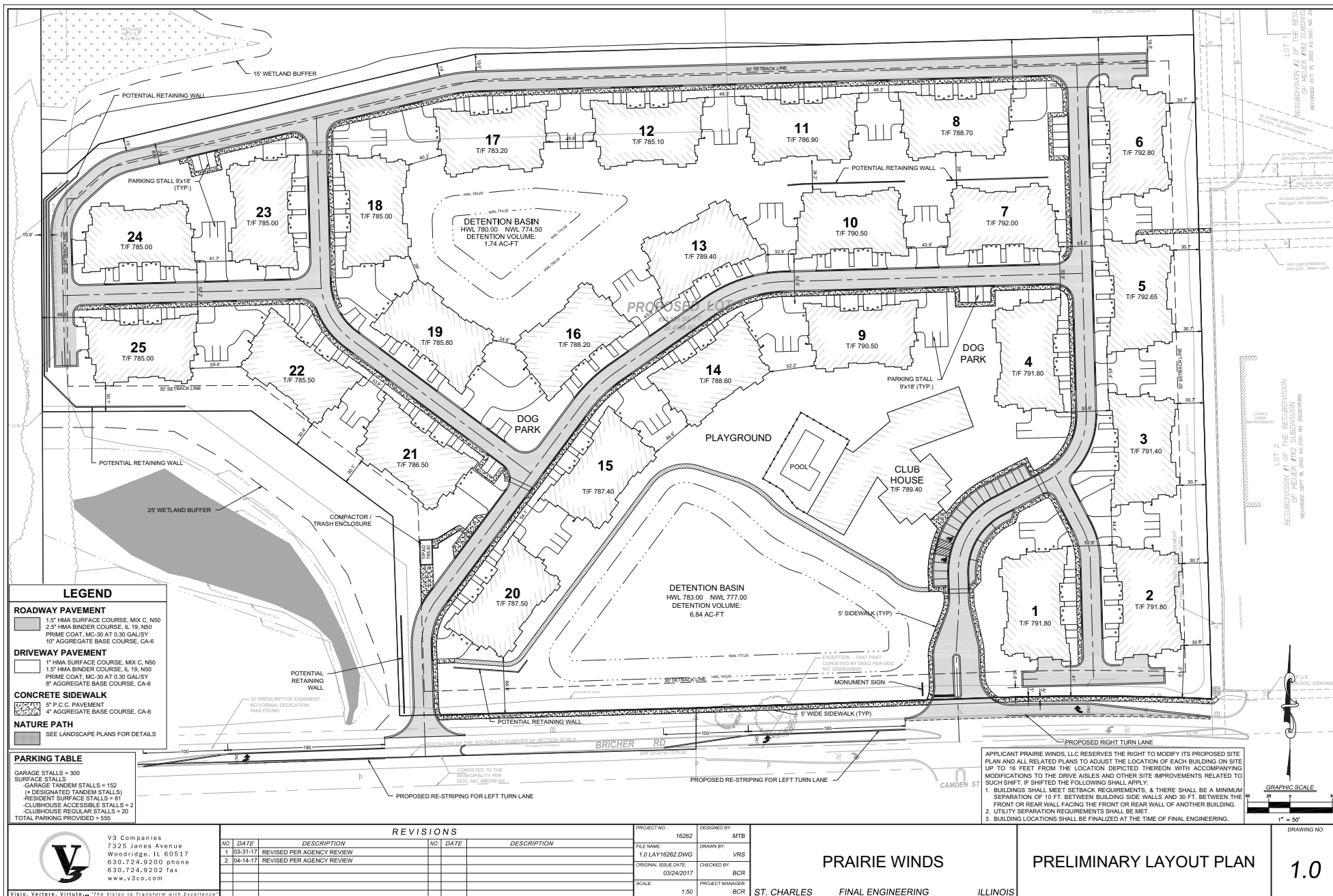


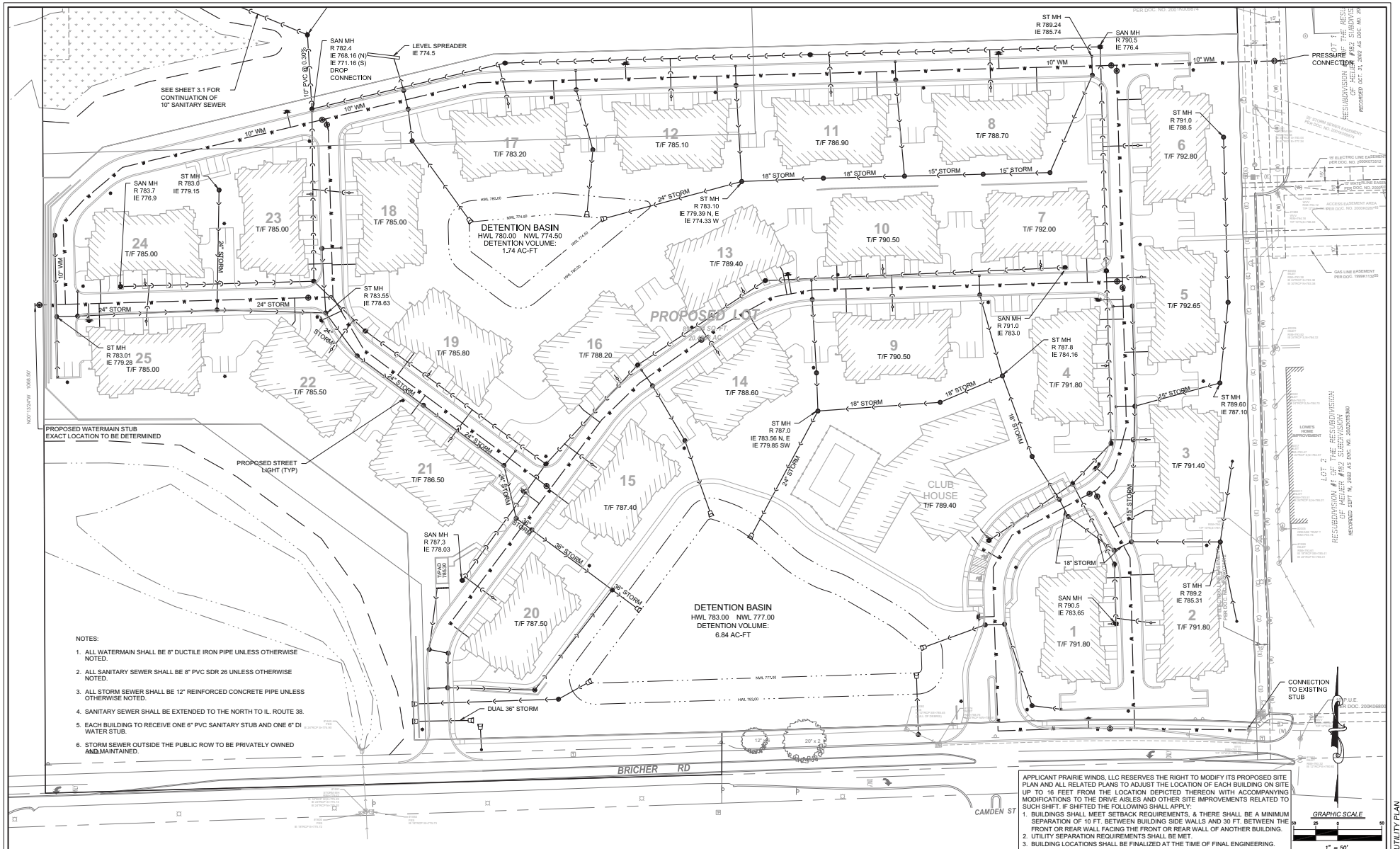
V3 Companies
7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
630.724.9202 fax
www.v3co.com




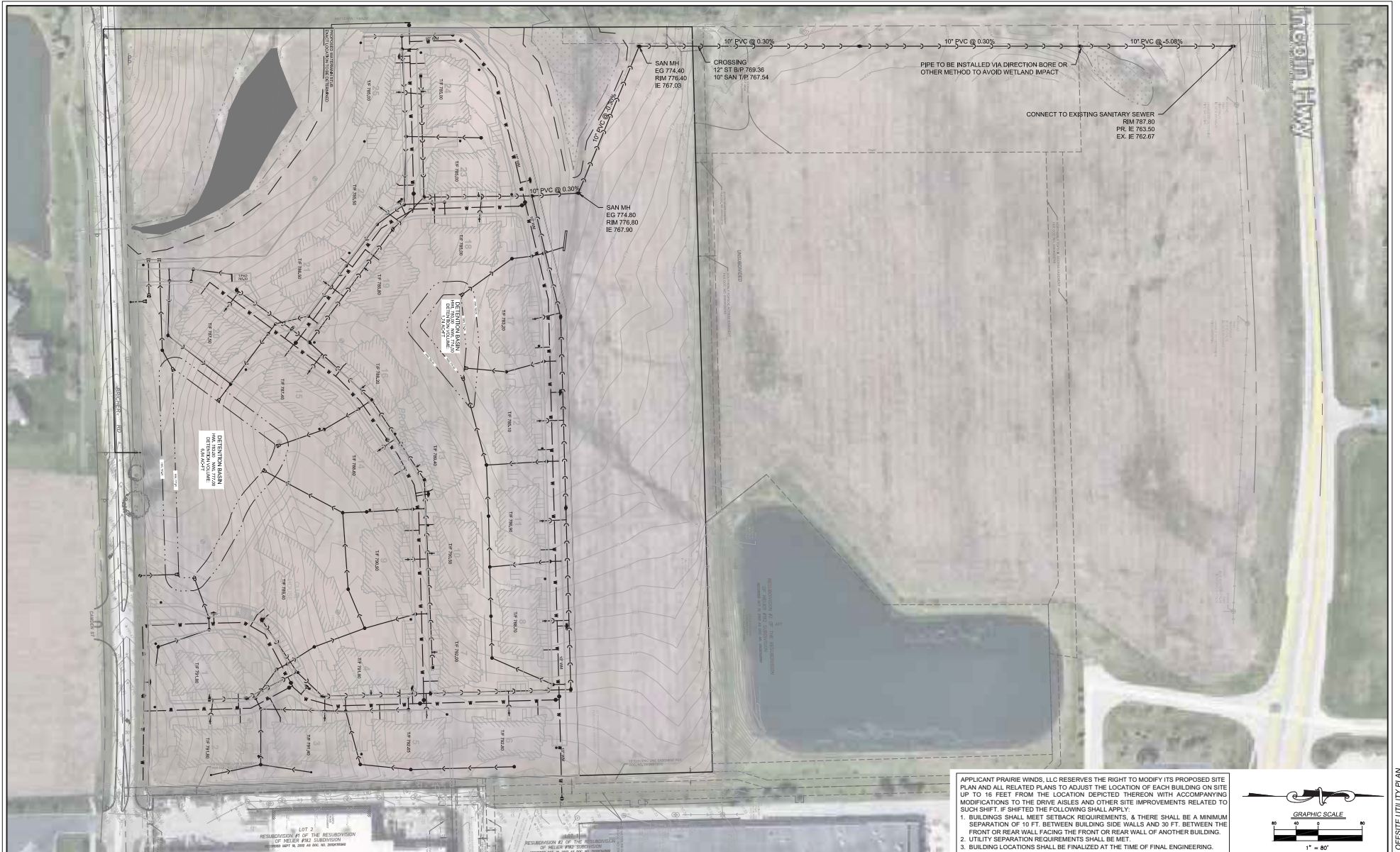
Joint
Utility
Locating
Information
for
Excavators

Call 48 hours before you dig





 <div>V3 Companies 7325 James Avenue Woodridge, IL 60517 630.724.9200 phone 630.724.9202 fax www.v3co.com</div> <div>Visio, Vertere, Virtute...<i>"The Vision to Transform with Excellence"</i></div>	REVISIONS				PROJECT NO: 16262	DESIGNED BY: MTB	PRAIRIE WINDS	PRELIMINARY UTILITY PLAN	DRAWING NO. 3.0		
	NO	DATE	DESCRIPTION	NO	DATE	DESCRIPTION				FILE NAME: 3.0 UTILITY 16262.DWG	DRAWN BY: VRS
	1	03-31-17	REVISED PER AGENCY REVIEW							ORIGINAL ISSUE DATE: 03/24/2017	CHECKED BY: BCR
	2	04-14-17	REVISED PER AGENCY REVIEW							SCALE: 1:50	PROJECT MANAGER: BCR
ST. CHARLES FINAL ENGINEERING ILLINOIS											



V3 Companies
7325 Jane Avenue
Woodridge, IL 60517
630.724.9200 phone
630.724.9202 fax
www.v3co.com

Visio, Vertere, Virtute... The Vision to Transform with Excellence

REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1	03-31-17	REVISED PER AGENCY REVIEW			
2	04-14-17	REVISED PER AGENCY REVIEW			

PROJECT NO.: 16262
FILE NAME: 3.0 UTL16262.DWG
ORIGINAL ISSUE DATE: 03/24/2017
SCALE: 1" = 80'

DESIGNED BY: MTB
DRAWN BY: VRS
CHECKED BY: BCR
PROJECT MANAGER: BCR

PRAIRIE WINDS

ST. CHARLES FINAL ENGINEERING

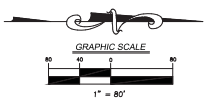
ILLINOIS

PRELIMINARY OFFSITE UTILITY
PLAN

3.1

DRAWING NO.

APPLICANT PRAIRIE WINDS, LLC RESERVES THE RIGHT TO MODIFY ITS PROPOSED SITE PLAN AND ALL RELATED PLANS TO ADJUST THE LOCATION OF EACH BUILDING ON SITE UP TO 16 FEET FROM THE LOCATION DEPICTED THEREON WITH ACCOMPANYING MODIFICATIONS TO THE DRIVE AISLES AND OTHER SITE IMPROVEMENTS RELATED TO SUCH SHIFT, IF SHIFTED THE FOLLOWING SHALL APPLY:
1. BUILDINGS SHALL MEET SETBACK REQUIREMENTS, & THERE SHALL BE A MINIMUM SEPARATION OF 10 FT. BETWEEN BUILDING SIDE WALLS AND 30 FT. BETWEEN THE FRONT OR REAR WALL FACING THE FRONT OR REAR WALL OF ANOTHER BUILDING.
2. UTILITY SEPARATION REQUIREMENTS SHALL BE MET.
3. BUILDING LOCATIONS SHALL BE FINALIZED AT THE TIME OF FINAL ENGINEERING.



MATCH LINE A SEE L-12

MATCH LINE A SEE L-12

MATCH LINE B SEE L-13

SEE SHEET L1.4 FOR
FOUNDATION LANDSCAPE
PLANS (TYP.)

MATCH LINE B SEE L-13

MATCH LINE B SEE L-13

GENERAL NOTES:
THESE PLANS ARE PRELIMINARY. PLANS ARE BASED ON THE
SITE PLAN DATED 03/30/17 PREPARED FOR PRAIRIE WINDS
DEVELOPMENT.
1. PRIOR TO CONSTRUCTION, CONTRACTOR TO CONTACT THE
DESIGN LANDSCAPE ARCHITECT TO VERIFY THAT THEY ARE
WORKING FROM THE MOST CURRENT SET OF PLANS AND
SPECIFICATIONS.

PROPOSED EVERGREEN
TREE (TYP.)

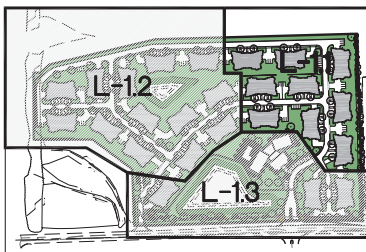
EXISTING LANDSCAPE
BUFFER TO REMAIN
(TYP.)

PROPOSED ORNAMENTAL
TREE (TYP.)

PROPOSED SHADE
TREE (TYP.)

TURF AREA (TYP.)

LANDSCAPE PLAN KEY



NOTES:

1. ALL TREES, BUSHES AND SHRUBS ARE SUBJECT TO MARKET CONDITIONS.
2. PER APPLICANT: "APPLICANT'S LANDSCAPE PLANTINGS WILL BE IN FULL COMPLIANCE WITH ALL APPLICABLE ORDINANCES OF THE CITY OF SAINT CHARLES. APPLICANT RESERVES THE RIGHT TO RELOCATE AND MODIFY LANDSCAPE PLANTINGS ON APPLICANT'S PROPERTY BASED UPON AVAILABILITY AND MARKET CONDITIONS AND PROVIDED APPLICANT SUPPLIES THE APPROPRIATE NUMBER OF PLANTINGS WITH RESPECT TO EACH REQUIRED CLASSIFICATION AND PROVIDED THE PLAN IS IN FULL COMPLIANCE WITH APPLICABLE CODES."



LANDSCAPE PLAN
DESIGNED BY
KENNETH M. PRICE, RLA



30 0 15 30 60 120

**PRELIMINARY NE
LANDSCAPE PLAN**

NO.	REVISIONS	DATE
1	PREPARED FOR PRAIRIE WINDS	03/30/17
2	FOR STAFF REVIEW COMMENTS	05/29/17
3	NO REVISIONS	06/13/17

Prepared For:

Executive Affiliate, Inc.
47W210 US Hwy. 30
Big Rock, IL 60011
PRAIRIE WINDS - ST. CHARLES
NWC Bricker Rd. and Randall Rd.
St. Charles, Illinois

Prepared By:

Watermark Engineering
RESOURCES, LLC
3911 Glenview Road
Phone: 630-315-1800 Fax: 630-256-8600
www.watermark-engineering.com

CHECKED BY: J. MILLER
DESIGN BY: KMP / D.O.
DRAWN BY: KMP / D.O.
DATE: FEBRUARY 22, 2017
SCALE: 1" = 30'
PROJECT NO.: 17-012

L-1.1

PRELIMINARY NE LANDSCAPE PLAN

- NOTES:**
1. ALL TREES, BUSHES AND SHRUBS ARE SUBJECT TO MARKET CONDITIONS.
 2. PER APPLICANT: "APPLICANT'S LANDSCAPE PLANTINGS WILL BE IN FULL COMPLIANCE WITH ALL APPLICABLE ORDINANCES OF THE CITY OF SAINT CHARLES. APPLICANT RESERVES THE RIGHT TO RELOCATE AND MODIFY LANDSCAPE PLANTINGS ON APPLICANT'S PROPERTY BASED UPON AVAILABILITY AND MARKET CONDITIONS AND PROVIDED APPLICANT SUPPLIES THE APPROPRIATE NUMBER OF PLANTINGS WITH RESPECT TO EACH REQUIRED CLASSIFICATION AND PROVIDED THE PLAN IS IN FULL COMPLIANCE WITH APPLICABLE CODES."

TURF AREA (TYP.)

PROPOSED SHADE TREES (TYP.)

MATCH LINE A SEE L-1.1

MATCH LINE A SEE L-1.1

DETENTION BASIN
NATIVE PLANTINGS

MATCH LINE C SEE L-13

A circular professional seal for Kenneth M. Price, a Licensed Landscape Architect in the State of Illinois. The seal features the text "LICENSED LANDSCAPE ARCHITECT" around the top inner edge and "STATE OF ILLINOIS" around the bottom inner edge, separated by two stars. In the center, the name "KENNETH M. PRICE" and the license number "157-001488" are printed.

LANDSCAPE PLAN
DESIGNED BY
KENNETH M. PRICE, RLA



30 0 15 30 60 120

PRELIMINARY NW LANDSCAPE PLAN

NO.	REVISIONS	DATE
1	PER CLIENT	03/07/17
2	PER STAFF REVIEW COMMENTS	03/31/17
3	NO REVISIONS	04/13/17

Prepared For

Executive Affiliates, Inc.
47W210 US Hwy. 30
Big Rock, IL 60511

PRAIRIE WINDS - ST. CHARLES
NWC Bricher Rd. and Randall Rd.

Prepared By:

Watermark Engineering
RESOURCES, LTD
2031 Ginger Woods Parkway, Suite 100, Aurora, IL 60002

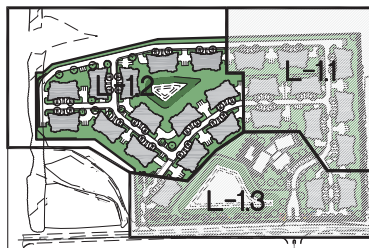
CHECKED BY: J. MILLER
DESIGN BY: KMP / D.O.
DRAWN BY: KMP D.O.
DATE: FEBRUARY 27, 2017
SCALE: 1" = 30'

L-1.2

PROJECT NO.: 17-012 phone 630-333-1111

PRELIMINARY NW LANDSCAPE PLAN

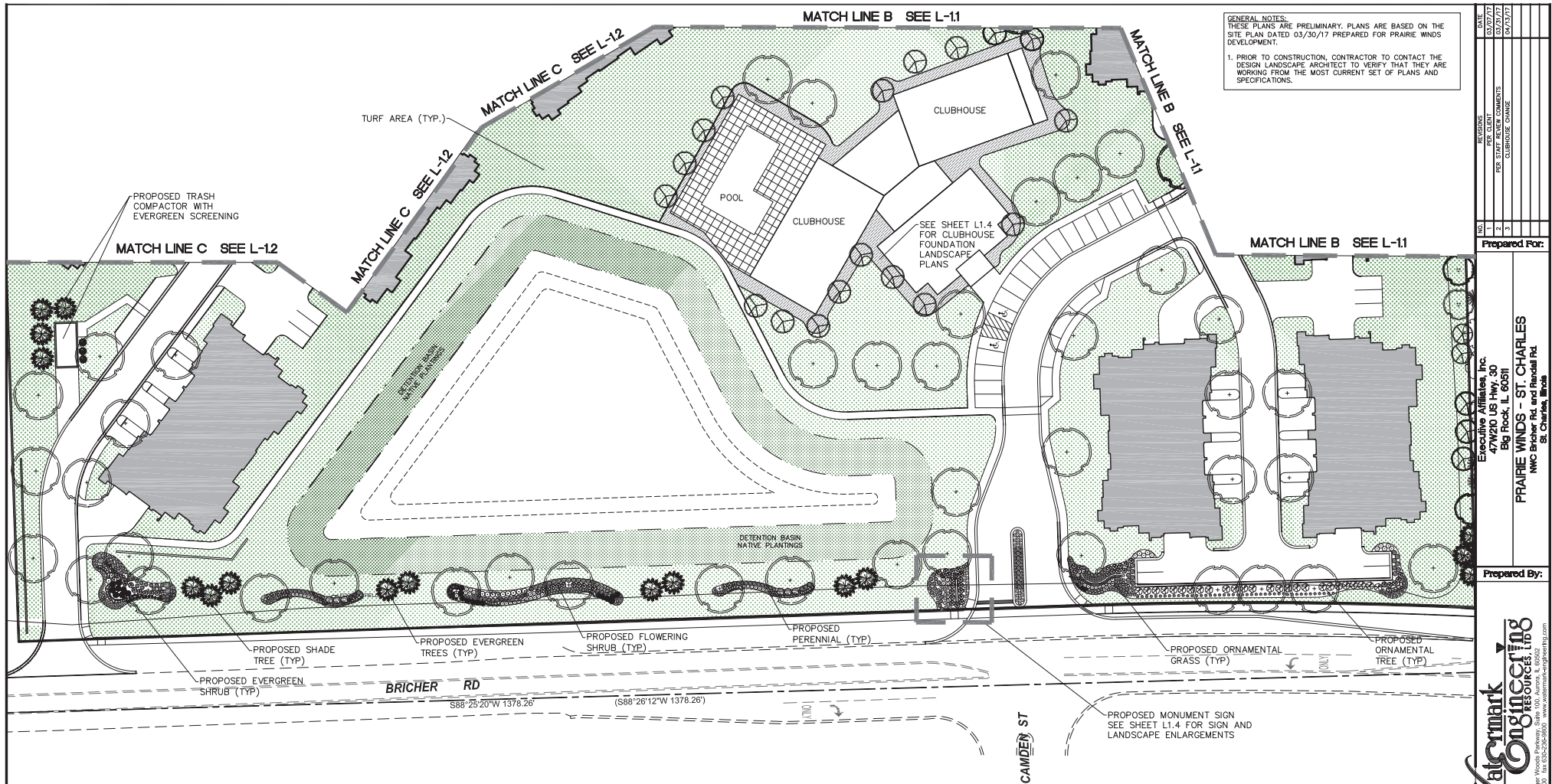
LANDSCAPE PLAN KEY



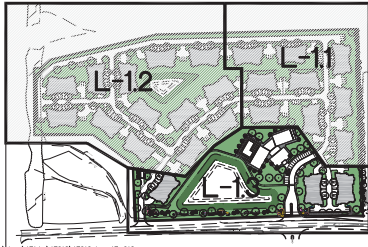
SEE SHEET L1.4 FOR
FOUNDATION
LANDSCAPE PLAN
(TYP.)

MATCH LINE C SEE L-1.3

MATCH LINE C SEE L-13



LANDSCAPE PLAN KEY

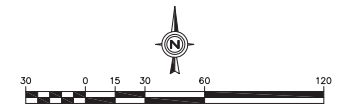


NOTES:

1. ALL TREES, BUSHES AND SHRUBS ARE SUBJECT TO MARKET CONDITIONS.
2. PER APPLICANT: "APPLICANT'S LANDSCAPE PLANTINGS WILL BE IN FULL COMPLIANCE WITH ALL APPLICABLE ORDINANCES OF THE CITY OF SAINT CHARLES. APPLICANT RESERVES THE RIGHT TO RELOCATE AND MODIFY LANDSCAPE PLANTINGS ON APPLICANT'S PROPERTY BASED UPON AVAILABILITY AND MARKET CONDITIONS AND PROVIDED APPLICANT SUPPLIES THE APPROPRIATE NUMBER OF PLANTINGS WITH RESPECT TO EACH REQUIRED CLASSIFICATION AND PROVIDED THE PLAN IS IN FULL COMPLIANCE WITH APPLICABLE CODES."



LANDSCAPE PLAN
 DESIGNED BY
 KENNETH M. PRICE, RLA



PRELIMINARY SOUTH LANDSCAPE PLAN

DATE	REVISIONS	PREPARED BY
03/30/17	1. PREPARED FOR PRAIRIE WINDS DEVELOPMENT	ST. CHARLES
05/27/17	2. PREPARED FOR PRAIRIE WINDS DEVELOPMENT	ST. CHARLES
06/17/17	3. PREPARED FOR PRAIRIE WINDS DEVELOPMENT	ST. CHARLES

Prepared For:

Executive Affiliates, Inc.
 47W210 US Hwy. 30
 Big Rock, IL 60511
PRAIRIE WINDS - ST. CHARLES
 NWC Bricher Rd. and Randall Rd.
 St. Charles, Illinois

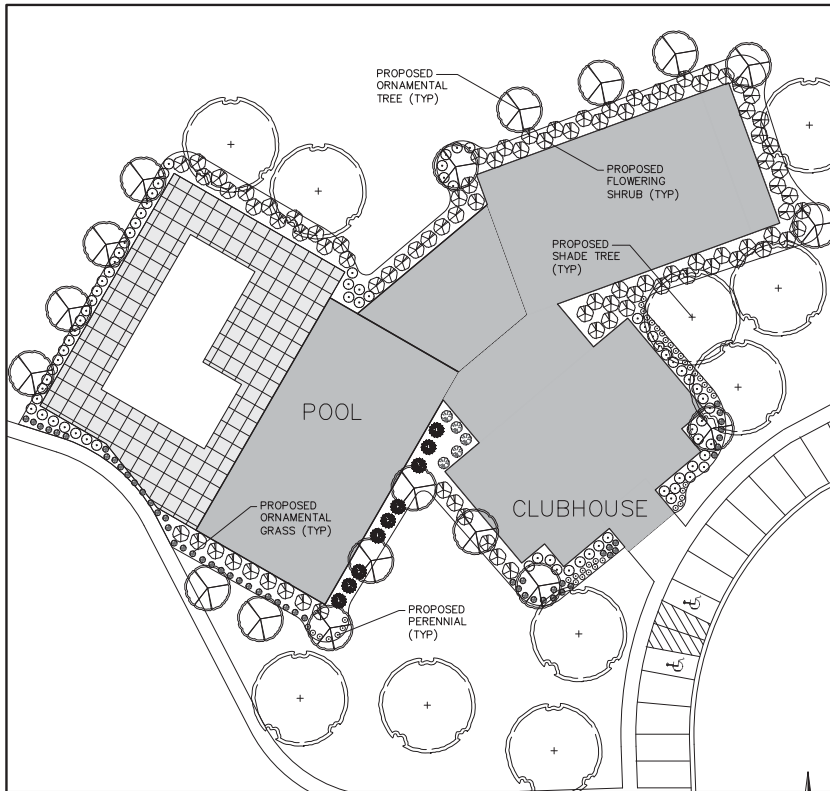
Prepared By:

Watermark Engineering Resources, LLC
 3811 Glenview Ave.
 Suite 100
 Glenview, IL 60045
 phone 847.254.8800 fax 847.254.8803 www.watermark-engineering.com

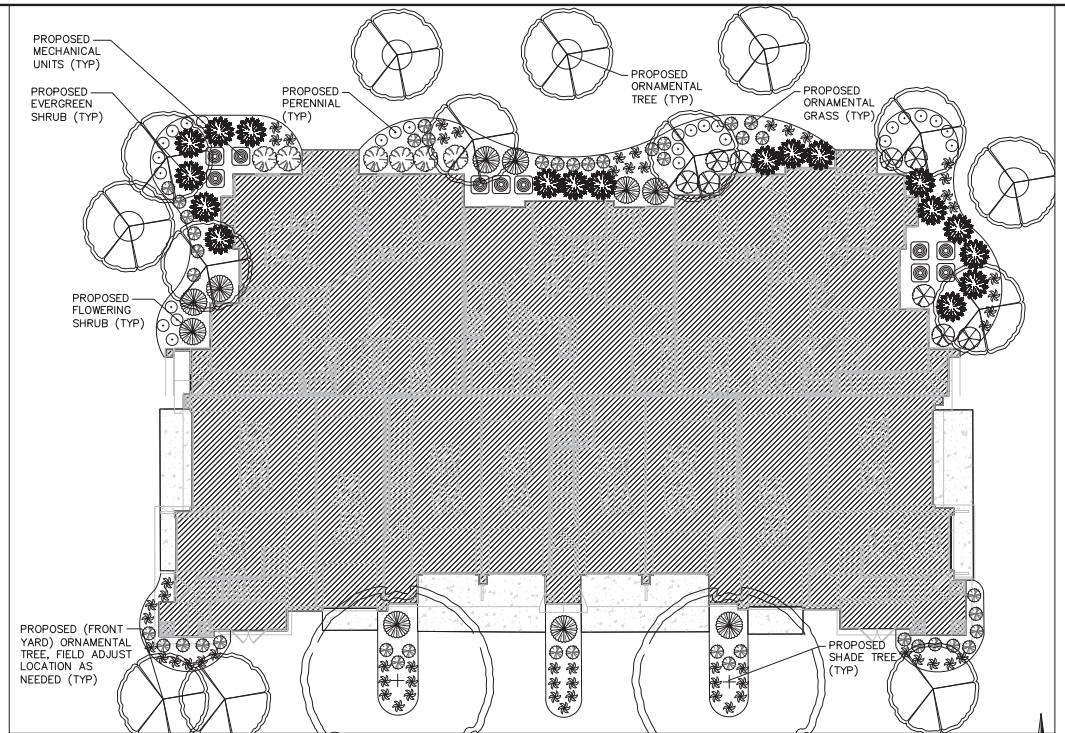
CHECKED BY: J. MILLER
 DESIGN BY: KMP / D.O.
 DRAWN BY: KMP / D.O.
 DATE: FEBRUARY 27, 2017
 SCALE: 1" = 30'
 PROJECT NO.: 17-012

L-13

PRELIMINARY SOUTH LANDSCAPE PLAN



CLUBHOUSE FOUNDATION LANDSCAPE PLAN



TYPICAL RESIDENTIAL BUILDING FOUNDATION LANDSCAPE PLAN

TYPICAL RESIDENTIAL BUILDING FOUNDATION LANDSCAPE CALCULATION

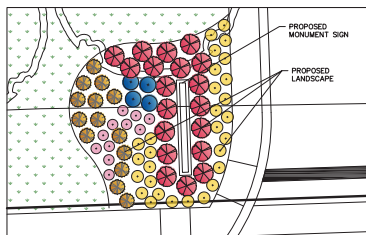
BUILDING ELEVATION	FOUNDATION TREE REQUIREMENT	FOUNDATION SHRUBS AND PERENNIAL REQUIREMENT	FOUNDATION TREES PROVIDED	FOUNDATION SHRUBS AND PERENNIALS PROVIDED
FRONT ELEVATION	5 TREES	52 SHRUBS & PERENNIALS	5 TREES	52 SHRUBS & PERENNIALS
REMAINING ELEVATIONS	11 TREES	112 SHRUBS & PERENNIALS	11 TREES	112 SHRUBS & PERENNIALS
TOTAL REQUIREMENT	16 TREES	164 SHRUBS & PERENNIALS	16 TREES	164 SHRUBS & PERENNIALS

* DUE TO ARCHITECTURAL STYLE AND DRIVEWAY LOCATIONS, THE REQUIRED TREES AND SHRUBS SHALL BE FIELD ADJUSTED AS NEEDED FOR SPECIFIC SITE CONDITIONS.

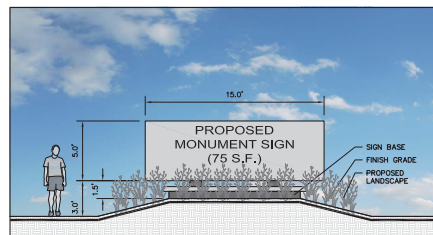
NOTES:

- ALL TREES, BUSHES AND SHRUBS ARE SUBJECT TO MARKET CONDITIONS.
- PER APPLICANT: APPLICANT'S LANDSCAPE PLANTINGS WILL BE IN FULL COMPLIANCE WITH ALL APPLICABLE ORDINANCES OF THE CITY OF SAINT CHARLES. APPLICANT RESERVES THE RIGHT TO RELOCATE AND MODIFY LANDSCAPE PLANTINGS ON APPLICANT'S PROPERTY BASED UPON AVAILABILITY AND MARKET CONDITIONS AND PROVIDED APPLICANT SUPPLIES THE APPROPRIATE NUMBER OF PLANTINGS WITH RESPECT TO EACH REQUIRED CLASSIFICATION AND PROVIDED THE PLAN IS IN FULL COMPLIANCE WITH APPLICABLE CODES.

CLUBHOUSE FOUNDATION LANDSCAPE CALCULATION				
BUILDING ELEVATION	FOUNDATION TREE REQUIREMENT	FOUNDATION SHRUBS AND PERENNIAL REQUIREMENT	FOUNDATION TREES PROVIDED	FOUNDATION SHRUBS AND PERENNIALS PROVIDED
FRONT ELEVATION	5 TREES	48 SHRUBS & PERENNIALS	5 TREES	48 SHRUBS & PERENNIALS
REMAINING ELEVATIONS	23 TREES	230 SHRUBS & PERENNIALS	23 TREES	231 SHRUBS & PERENNIALS
TOTAL REQUIREMENT	28 TREES	278 SHRUBS & PERENNIALS	28 TREES	278 SHRUBS & PERENNIALS



MONUMENT SIGN LANDSCAPE PLAN



MONUMENT SIGN ELEVATION



FOUNDATION LANDSCAPE PLANS

CHECKED BY: J. MILLER
 DESIGN BY: KMP / D.O.
 DRAWN BY: KMP / D.O.
 DATE: FEBRUARY 27, 2017
 SCALE: AS NOTED
 PROJECT NO.: 17-012

REVISIONS
 NO. DATE DESCRIPTION
 1 02/27/17 PIP STAFF REVIEW COMMENTS
 2 03/07/17 CLUBHOUSE CHANGE
 3 04/13/17

Prepared For:
 Executive Affiliate, Inc.
 47W210 US Hwy. 30
 Big Rock, IL 60011
 PRAIRIE WINDS - ST. CHARLES
 NWC Bricker Rd. and Randall Rd.
 St. Charles, Illinois

Prepared By:
 Watermark Engineering Resources, LLC
 3811 Glenview Road
 Suite 200
 Glenview, IL 60025
 Phone: 847.256.2600 Fax: 847.256.2603 www.watermark-engineering.com

FOUNDATION LANDSCAPE PLANS
 L-14

LANDSCAPE NOTES

1. ALL PLANT MATERIAL SHALL BE HARDY TO THE ZONE IT IS BEING PLANTED IN. ALL TREES AND SHRUBS ARE TO BE BALLED AND BURLAPED UNLESS UNATTENTED. NOTED: SHALL BE CROWN IN ACCORDANCE WITH THE STANDARDS SET FORTH BY THE LATEST EDITION OF AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY AMERICANHORT.
2. PLANT SIZES CALLED OUT ON THIS PLAN ARE THE MINIMUM SIZE REQUIRED. PLANTS OF A LARGER SIZE THAN LISTED SHALL BE REJECTED AT THE EXPENSE OF THE CONTRACTOR.
3. CONTRACTOR MUST VERIFY ALL MATERIAL QUANTITIES AS DEPICTED ON THE DRAWING. THE PLANT LIST PROVIDED ON THIS PLAN IS FOR CONVENIENCE ONLY.
4. THE CONTRACTOR SHALL NOTIFY ALL APPROPRIATE AGENCIES AND UTILITY LOCATORS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOT BEGIN ANY WORK ON-SITE UNTIL ALL UTILITIES HAVE BEEN LOCATED. CONTRACTOR SHALL OBTAIN "AS-BUILT" PLANS FOR ALL IRRIGATION AND LISTING PRIOR TO CONSTRUCTION.
5. CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL UTILITIES INCLUDING IRRIGATION AND LIGHTING. ALL DAMAGE SHALL BE REPAIRED TO A NEW CONDITION IN ACCORDANCE WITH ALL CODES AT NO COST TO THE OWNER - SEE NOTE 5.
6. ALL UNSUITABLE MATERIAL (CONCRETE, AGGREGATE STONE, CRUSHED ASPHALT, BRICK ETC.) SHALL BE REMOVED, INCLUDING HAUL OFF-PRIOR TO PLANTING AND SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.
7. SOIL MIX PM35 BY MOWEST TRADING COMPANY OR EQUAL SHALL BE ROTOLOTTED INTO ALL PERENNIAL AND ANNUAL PLANTING BEDS PRIOR TO THE INSTALLATION OF THE PLANT MATERIAL. A SLOW RELEASE, GRANULAR FERTILIZER SHALL BE APPLIED TO ALL ANNUAL AND PERENNIAL PLANTING BEDS AT THE RECOMMENDED RATE, AND SHALL BE ROTOLOTTED IN WITH THE ABOVE SOIL MIXTURE BEFORE THE PLANT MATERIAL IS INSTALLED.
8. CONTRACTOR TO PROVIDE THOROUGH INITIAL WATERING OF ALL PLANTINGS WITHIN 12 HOURS OF INSTALLATION TO ENSURE ALL AIR POCKETS HAVE BEEN REMOVED AROUND ROOT BALL.
9. ALL PLANT BED AREAS ARE TO BE MULCHED WITH 3" OF DOUBLE SHREDED HARDWOOD MULCH AND SHALL BE SEPARATED WITH A SPADE EDGE (AFTER SETTLING) SHALL BE 1" BELOW FINISHED GRADE.
10. ALL TURF AREAS ARE TO BE A MINIMUM OF 4" FIVE WAYS BLUEGRASS BLEND, UNLESS OTHERWISE NOTED. CONTRACTOR IS RESPONSIBLE FOR WATERING ALL INSTALLATIONS UNTIL THEY ARE ESTABLISHED. IF TURF SEED AND SOO OCCUR ON THE SAME PROJECT, CONTRACTOR SHALL VERIFY AND USE SEED MIXTURES TO MATCH SOO.
11. AREAS TO BE SOOED SHALL BE WITH AN "APPROVED TURFGRASS SOO" OF PREMIUM GRADE. SOO SHALL BE A 5 WAY BLEND OF IMPROVED KENTUCKY BLUEGRASS VARIETIES THAT HAS BEEN GROWN TO LOCAL TO THE PROJECT SITE. SOO MUST BE MATURED FOR 3 FULL GROWING SEASONS PRIOR TO HARVEST. SOO SHALL BE HEALTHY WITH WELL ESTABLISHED ROOTS. SOO SHALL BE FREE OF DISEASE, INSECT AND DEBRIS. SOO SHALL BE UNIFORM IN LEAF COLOR, TEXTURE, AND DENSITY. SOO SHALL BE DELIVERED, INSTALLED, AND WATERED WITHIN 24 HOURS OF HARVEST IN WHICH TEMPERATURES DO NOT EXCEED 90 DEGREES (°) NOR LESS THAN 55 DEGREES (°). SOO SHALL BE MACHINE-CUT AT A MINIMUM UNIFORM SOO THICKNESS (1.5" OF SOO IS DESIRED). SOO THICKNESS SHALL BE A THICKNESS NECESSARY FOR PLANT VIABILITY. SOO SHALL BE Laid IN STAGGERED STRAIGHT LINES TIGHTLY AGAINST EACH OTHER WITHOUT STRETCHING OR OVERLAPPING. SOO STAKES SHALL USED ON ALL SLOPES.
12. CONTRACTOR SHALL REPAIR ALL DISTURBED AREAS (INTENDED OR UNINTENDED) AT A MINIMUM, TO THE ORIGINAL CONDITION UNLESS OTHERWISE NOTED.
13. THE EXISTING PLANT MATERIAL SHOWN ON THIS PLAN IS INTENDED SOLELY TO IDENTIFY THEM AS OBSERVED IN THE FIELD. THIS PLAN DOES NOT MAKE ANY CLAIMS ABOUT THE CONDITION OR SAFETY OF ANY OF THE PLANT MATERIAL DESCRIBED HEREIN OR OBSERVED IN THE FIELD.
14. ALL TRANSPLANTED PLANT MATERIAL MUST BE INSTALLED IMMEDIATELY UPON EXTRACTION FROM ITS ORIGINAL LOCATION, UNLESS SPECIFIC ARRANGEMENTS HAVE BEEN MADE WITH THE LANDSCAPE ARCHITECT/DESIGNER. SHOULD IT BECOME UNREASONABLE TO TRANSPLANT ANY OF THE PLANT MATERIAL AS DESCRIBED IN THIS PLAN, DUE TO SITE CONSTRAINTS OR OTHERWISE, CONTRACTOR IS RESPONSIBLE FOR CONTACTING LANDSCAPE ARCHITECT/DESIGNER TO MAKE ALTERNATIVE ARRANGEMENTS.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE HEALTH AND VIABILITY OF THE PROPOSED PLANT MATERIAL INCLUDING WATERING, PROTECTION FROM PHYSICAL DAMAGE FROM THE TIME PLANT IS SELECTED THROUGH ITS INSTALLATION.
16. CONTRACTOR IS RESPONSIBLE FOR ALL PLANT MATERIAL REMAINING PLUMB UNTIL THE END OF THE GUARANTEE PERIOD. PLANTS MAY NOT BE STAKED UNLESS APPROVED BY THE LANDSCAPE ARCHITECT/DESIGNER.
17. CONTRACTOR TO GUARANTEE PLANT MATERIAL AND LABOR FOR A MINIMUM OF ONE YEAR FROM THE TIME OF INSTALLATION.
18. THE CONTRACTOR IS RESPONSIBLE FOR BECOMING FAMILIAR WITH AND ABIDING BY THE LANDSCAPE ORDINANCES FOR THE SPECIFIC JURISDICTION IN WHICH THE WORK IS TAKING PLACE.
19. BIDDERS SHALL BE RESPONSIBLE FOR EXAMINING THE SITE, PRIOR TO PREPARING BID, TO BECOME FAMILIAR WITH THE SPECIFIC SITE CONSTRAINTS.
20. ALL EXISTING ON-SITE PLANT MATERIAL, NOT EFFECTED BY CONSTRUCTION OR THE PROPOSED LANDSCAPE, SHALL BE PROTECTED AS PART OF THIS PLAN. EXISTING LANDSCAPE IN AREAS OF CONSTRUCTION AND PROPOSED LANDSCAPE SHALL BE REMOVED AS PART OF THIS PLAN.
21. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY FOR THE COMPLETION OF ALL THE ITEMS SHOWN ON THE PLANS.
22. IF IRRIGATION IS DEEMED NECESSARY, THE DESIGN AND INSTALLATION OF THE IRRIGATION SYSTEM SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR. AN IRRIGATION PLAN ALONG WITH AN AS-BUILT OF THE IRRIGATION SYSTEM SHALL BE PREPARED FOR OWNER REVIEW AND APPROVAL. CONTRACTOR SHALL PROVIDE THE OWNER AN AS-BUILT OF THE IRRIGATION SYSTEM AND ALL CHANGES TO THE SYSTEM AFFECTED BY THIS PROJECT.
23. IF EXISTING IRRIGATION IS PRESENT ON SITE, CONTRACTOR SHALL ADJUST, ADD TO, OR SUBTRACT FROM THE EXISTING IRRIGATION SYSTEM TO ACCOMMODATE ANY PROPOSED ALTERATIONS/ADDITIONS TO THE EXISTING LANDSCAPE. CONTRACTOR SHALL PROVIDE THE OWNER AN AS-BUILT OF THE IRRIGATION SYSTEM AND ALL CHANGES TO THE SYSTEM AFFECTED BY THIS PROJECT.
24. PROVIDE TOPSOIL RE-Spread PER THE FOLLOWING UNLESS OTHERWISE NOTED:
A. 4" MINIMUM IN GRASS OR SOO AREAS
B. 6" MINIMUM IN PLANTING AREAS
C. 12" MINIMUM IN LANDSCAPE ISLANDS

NATIVE PLANTING SPECIFICATIONS FOR STORMWATER BMPs

DESCRIPTION AND GENERAL REQUIREMENTS

1. WORK SHALL CONSIST OF PROVIDING, DELIVERING, AND INSTALLING ALL SEEDS, PLUGS, PLANTS, OR OTHER MATERIALS REQUIRED FOR THE ESTABLISHMENT OF THE PROPOSED STORMWATER BMP. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL POST-INSTALLATION MAINTENANCE UNTIL RELEASED BY THE LANDSCAPE ARCHITECT/DESIGNER OR OWNER'S REPRESENTATIVE, AND ANY TASKS AND OPERATIONS IN COMPLIANCE WITH THE PLANS AS SPECIFIED IN THIS PROVISION OR AS DEEMED NECESSARY BY THE LANDSCAPE ARCHITECT/DESIGNER OR OWNER'S REPRESENTATIVE.
2. COMPLIANCE WITH LOCAL REQUIREMENTS AS RELATED TO THE WORK AS DESCRIBED HEREIN INCLUDING PERFORMANCE STANDARDS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND/OR SUB-CONTRACTORS.
3. WORK SHALL BE PERFORMED ONLY BY A COMPANY SPECIALIZING IN NATIVE/ WETLAND INSTALLATION AND MAINTENANCE. PERSONNEL SHALL BE EMPLOYED BY THE CONTRACTOR AND TO SITE SHALL HAVE A MINIMUM OF 3 YEARS OF PROFESSIONAL EXPERIENCE IN ASSIGNED WORK. IN NO CASE SHALL ANYONE WORK ON-SITE WITHOUT A QUALIFIED SUPERVISOR.
4. THE CONTRACTOR IS RESPONSIBLE TO OBTAIN ALL PERMITS THAT ARE REQUIRED BY THE APPLICABLE AGENCIES.
5. THE CONTRACTOR SHALL NOTIFY THE DESIGNER, ALL GOVERNMENTAL AGENCIES HAVING JURISDICTION, AND ALL UTILITY COMPANIES THAT MAY BE AFFECTED BY THE PROPOSED CONSTRUCTION 2 WORKING DAYS PRIOR TO THE START OF CONSTRUCTION TO ARRANGE APPROPRIATE CONSTRUCTION INSPECTION.
6. THE MUNICIPALITY SHALL HAVE THE AUTHORITY TO INSPECT, APPROVE, AND REJECT THE CONSTRUCTION OF THE IMPROVEMENTS.
7. PRIOR TO CONSTRUCTION, THE CONTRACTOR IS TO CONTACT THE DESIGNER TO VERIFY THAT THEY ARE WORKING FROM THE MOST CURRENT SET OF PLANS AND SPECIFICATIONS.
8. THE CONTRACTOR IS TO FOLLOW ALL ORDINANCES AND REQUIREMENTS OF THE STATE, COMMUNITY, AND LOCAL DISTRICTS. ALL PROPOSED IMPROVEMENTS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS FOR THE PROJECT.
9. PRIOR TO BID AND PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL INSPECT THE SITE TO VERIFY THAT THERE ARE NO DISCREPANCIES BETWEEN THE PLANS AND THE ACTUAL CONDITIONS AT THE SITE. IF ANY DISCREPANCIES ARE FOUND, AT ANY TIME BEFORE OR DURING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE DESIGNER IMMEDIATELY (BEFORE ANY ADDITIONAL IMPROVEMENTS ARE INSTALLED) IN ORDER TO OBTAIN WRITTEN CONFIRMATION BY THE LANDSCAPE ARCHITECT/DESIGNER AS TO ANY REVISIONS/SUBSTITUTIONS THAT MAY NEED TO BE MADE TO THE PLANS.
10. CONTRACTOR SHALL GUARANTEE ALL SEED, PLUGS, PLANTS, LABOR AND ANY MATERIAL FOR THE DURATION OF ANY AND ALL INSTALLATION AND MAINTENANCE CONTRACT OR 1 YEAR, WHICHEVER IS GREATER.
11. THE CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGES ON AND OFF-SITE AND THE CONTRACTOR SHALL PROVIDE A WRITTEN STATEMENT TO HANDMADE THE OWNER AND ANY OTHER AGENTS OF THE PROJECT.
12. THE CONTRACTOR SHALL INDEMNIFY WATERMARK ENGINEERING RESOURCES, LTD (THE ENGINEER), ARCHITECT AND OWNER, THEIR AGENTS, FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION.

SEEDS, PLUGS AND PLANTS

12. ALL SEEDS, PLUGS AND PLANTS SHALL BE GUARANTEED TO BE TRUE TO BOTANICAL NAME AND VARIETIES.
13. SEED MIX PERCENTAGES SHALL MATCH SEED COUNT AND PERCENTAGES SPECIFIED.
14. SEED MIX PERCENTAGES/ QUANTITY INDICATED PER ACRE SHALL MEAN THE TOTAL AMOUNT OF PLS (PURE LIVE SEED) PER ACRE FOR ALL SPECIES EXCLUDING FLOWS.
15. SEED MIXTURES TAGS SHALL BE SUBMITTED A MINIMUM OF 2 WEEKS PRIOR TO SEEDING TIME FOR APPROVAL BY THE LANDSCAPE ARCHITECT/DESIGNER OR OWNER'S REPRESENTATIVE.
16. ALL SEEDS SHALL BE GUARANTEED TO BE FREE OF DORMANCY FOR ANY PLANTING TO OCCUR OTHER THAN FALL PLANTING.
17. LEGUMES SHALL BE SOOED/PLANTED THE PROPER MANNER AS NECESSARY FOR SCHEDULED PLANTING TIME.
18. IF NOT ALREADY INCLUDED IN THE SEED MIX, PLANT A TEMPORARY COVER CROP ALONG WITH THE SEED TO STABILIZE THE SOIL WHILE THE PERMANENT NATIVE SPECIES GERMINATE AND BECOME ESTABLISHED, ESPECIALLY IN HIGHLY ERODIBLE AREAS.
19. SEEDS AND PLUGS SHALL BE FROM A SOURCE WITHIN A MAXIMUM OF 200 MILES FROM THE PROJECT LOCATION.
20. ALL QUANTITIES ARE THE RESPONSIBILITY OF THE CONTRACTOR AND ARE TO BE VERIFIED PRIOR TO CONSTRUCTION. IF DISCREPANCIES OCCUR, THE CONTRACTOR IS TO CONTACT THE LANDSCAPE ARCHITECT/DESIGNER OR OWNER'S REPRESENTATIVE IMMEDIATELY AND NO WORK IS TO BE DONE UNTIL APPROVED BY THE LANDSCAPE ARCHITECT/DESIGNER OR OWNER'S REPRESENTATIVE.

INSTALLATION

21. CONSTRUCTION REQUIREMENTS AND TIMELINES SHALL BE SCHEDULED WITH THE GENERAL CONTRACTOR.
22. NOW ANY EXCESS EXISTING VEGETATION SCHEDULED TO REMAIN TO A HEIGHT OF 6" MAXIMUM.
23. APPLY BROAD SPECTRUM OR TARGETED HERBICIDE, DEPENDING ON SPECIES PRESENT. HERBICIDE APPLICATION MUST BE PERFORMED BY A LICENSED PESTICIDE APPLICATOR/CONTRACTOR TO VERIFY EXISTING TOPSOIL PH AND ORGANIC MATTER.
24. SOIL PH SHALL BE MONITORED AND ADJUSTED AS NEEDED FOR VIGOROUS PLANT HEALTH.
25. CONTRACTOR IS RESPONSIBLE FOR ALL TESTING AND LABOR FOR ANNUAL SOIL TESTS AND AS NEEDED TO DIAGNOSE ANY PROBLEMS WITH THE SOIL.
26. CONTRACTOR TO VERIFY WITH SEED SOURCE FOR APPROPRIATE PLANTING TIMES AND CONDITIONS AS NEEDED.
27. CONTRACTOR SHALL AVOID THE USE OF HEAVY EQUIPMENT AND ANY OTHER ACTIVITY THAT WILL RESULT IN OVER COMPACTION OF THE AREAS TO BE PLANTED.
28. WHEN APPLICABLE, CONTRACTOR SHALL INSTALL THE AMENDED SOIL MIX PER PLANT MATERIALS MAKING UP AMENDED SOIL BLENDED AND SHOWN IN THE PLANS. TOPSOIL SHALL BE FREE OF DEBRIS, CLODS, STONES, ROOTS, STICKS, WASHOUTS, CRUSTING/ CAKING, WITH PLS PARTICLES NOT TO EXCEED 2" IN DIAMETER. A TEMPORARY COVER CROP WILL BE REQUIRED TO BE ESTABLISHED AFTER THE FIRST FULL GROWING SEASON FOR PLANT.
29. IF BROADCAST SEEDING IS DORMANCY, INSTALL WHEN THE EVENING TEMPERATURES DROP BELOW FREEZING. USE APPROPRIATE EROSION CONTROL MEASURES TO PROVIDE STABILIZATION UNTIL THE FOLLOWING GROWING SEASON.
30. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR DETERMINING AND IMPLEMENTING THE MEANS AND METHODS NECESSARY FOR THE SAFE AND SUCCESSFUL EXECUTION OF THE APPROVED PLANS. THIS INCLUDES BUT IS NOT LIMITED TO:
31. SEED INSTALLATION METHODS AND EQUIPMENT, PROTECTION OF PLANT MATERIAL/SEED FROM WILDLIFE AND OTHER ENVIRONMENTAL FACTORS DURING ESTABLISHMENT, APPROPRIATE MAINTENANCE, TINGING AND TECHNIQUES ETC.
32. THIS SHALL BE DONE IN ACCORDANCE WITH THE PROVIDED DETAILS, SPECIFICATIONS AND PERFORMANCE STANDARDS WHICH ARE INTEGRAL TO THE APPROVED PLANS.
33. ANY RESTORATION NEEDED BECAUSE OF CONSTRUCTION SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST.

MAINTENANCE AND MANAGEMENT

34. TO ENSURE PROPER ESTABLISHMENT, A MAINTENANCE AND MANAGEMENT PLAN SHALL BE REQUIRED TO SUPPORT SITE DEVELOPMENT GOALS. THEREFORE REGULAR MAINTENANCE AND MONITORING CONTROLS TO PREVENT INVASIVE SPECIES AND MAINTAIN OPTIMAL MOISTURE LEVELS ARE NECESSARY MANAGEMENT ACTIONS ITEMS FOR DURATIONS AS SPECIFIED. SELECTION OF MAINTENANCE METHODS PARTLY DEPENDS UPON TIMING AND OTHER FACTORS SUCH AS AESTHETIC GOALS, PROJECT SIZE, AND BUDGET TO DETERMINE WHAT TECHNIQUES WILL BE USED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR BECOMING FAMILIAR WITH THE PERFORMANCE STANDARDS AND, IN CONJUNCTION WITH THE DESIGNER, DEVELOPING THE APPROPRIATE MAINTENANCE TECHNIQUES AND SCHEDULE IN ORDER TO MEET THE CRITERIA AS DEFINED IN THE APPROPRIATED STANDARD APPLICATIONS.
35. THE MAINTENANCE PLAN SHALL INCLUDE MANY DIFFERENT ACTIONS:
36. REGULAR SITE INSPECTION AND MONITORING, MOWING, SELECTIVE HERBICIDE/ PESTICIDE APPLICATIONS, MOW-SEEDING AND SUPPLEMENTAL PLANTING, WATER CONTROL, AND TEMPORARY IRRIGATION AND PRESCRIBED BURNING.

NATIVE PLANTING PERFORMANCE STANDARDS

MONITORING AND MANAGEMENT PERIOD AS REQUIRED	TEMPORARY VEGETATIVE COVER/PERMANENT SOO STABILIZATION	PERCENT COVER OF PERENNIAL NATIVE VEGETATION FROM GERMINATED SEED	NONE OF THREE (3) MOST DOMINANT SPECIES ARE NON-NATIVE OR INVASIVE	SURVIVAL RATE FOR TREES AND SHRUBS	SURVIVAL RATE FOR PLUGS
YEAR 1	MUST MEET NPDES STANDARDS	10%	REQUIRED	100%	100%
YEAR 2	NO UNVEGETATED AREAS GREATER THAN 3FT ²	25%	REQUIRED	100%	100%
YEAR 3	NO UNVEGETATED AREAS GREATER THAN 2FT ²	75%	REQUIRED	100%	100%

PLANT PALETTE

SHADE, ORNAMENTAL AND CONIFEROUS TREES

ABRV.	BOTANICAL NAME	COMMON NAME	SIZE
SSM	Acer glaberrimum 'Morton'	State Street Maple	2 1/2" Cal.
OMM	Acer saccharinum 'Green Mountain'	Green Mountain Sugar Maple	2 1/2" Cal.
ABM	Acer x freemanii 'Jefferson'	Autum Blaze Maple	2 1/2" Cal.
CHB	Celtis occidentalis 'Chicagoled'	Chicagoled Hackberry	2 1/2" Cal.
SLH	Gleditsia bicolorata var. 'Inermis Skyline'	Skyline Honeylocust	2 1/2" Cal.
KCT	Gymnocladus dioica (Male Only)	Kentucky Coffee Tree	2 1/2" Cal.
TLT	Liriodendron tulipifera	Tulip Tree	2 1/2" Cal.
SWO	Quercus bicolor	Swamp White Oak	2 1/2" Cal.
ESE	Ulmus propinqua 'JFS-Blebein'	Emerald Sunshiny Elm	2 1/2" Cal.
AMS	Amenanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry	6"
SMB	Magnolia stellata	Star Magnolia	6"
PRC	Malus 'Proflusant'	Proflusant Crab	6"
RJC	Malus 'Red Jewel'	Red Jewel Crabapple	6"
JTL	Syringa reticulata	Japanese Tree Lilac	6"
BHS	Picea glauca var. densata	Black Hills Spruce	6"
CBS	Picea pungens var. glauca	Colorado Blue Spruce	6"
VMP	Pinus banksiana 'Vanderwolf's Pyramid'	Vanderwolf's Pine	6"
DGF	Pseudotsuga menziesii	Douglas Fir	6"

FLOWERING AND EVERGREEN SHRUBS

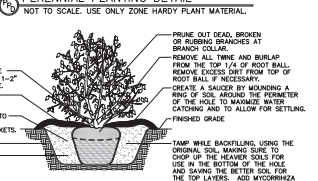
ABRV.	BOTANICAL NAME	COMMON NAME	SIZE
IBB	Anemone melanocarpa 'Morton'	Huskie Beauty Black Chokeberry	5 Gal.
LBB	Buddleia davidii 'Pink Delight'	Pink Delight Butterfly Bush	5 Gal.
DHS	Doronicum acaule 'L'PDCD Ponderosa'	Flax Editions Coral Splash Doronicum	5 Gal.
DHB	Euconymus alatus 'Compactus'	Dwarf Burning Bush	5 Gal.
GLS	Rhus aromatica 'Glow-Low'	Glow-Low Sumac	5 Gal.
DKR	Rosa 'Racine'	Double Knock Out Rose	5 Gal.
WPR	Rosa 'Rachelle'	White Out Rose	3 Gal.
WOR	Rosa var. 'NOA16089B'	Pink Supreme Carpet Rose	3 Gal.
ACH	Rosa var. 'NOA16040A'	Amber Carpet Rose	3 Gal.
DHW	Wibeglia x 'Dark Horse'	Dark Horse Weigelia	3 Gal.
KJY	Juniperus x pfitzeriana 'Kallia's Compact'	Compact Compact Juniper	5 Gal.
DNC	Taxus x media 'Densiformis Yew'	Densiformis Yew	5 Gal.
BHH	Hydrangea paniculata 'Bobo'	Bobo Hydrangea	5 Gal.
BSH	Celtis occidentalis 'Ruby Spice'	Ruby Spice Summerweet	5 Gal.
VWH	Hamelis vernalis	Vernal Witch-Hazel	5'
LDM	Physocarpus opulifolius 'Little Devil'	Little Devil Ninebark	5 Gal.
MJK	Syringa patula 'Miss Kim'	Miss Kim Lilac	5 Gal.
XVB	Viburnum x	Judd Viburnum	36"
DVB	Buxus x 'Green Velvet'	Green Velvet Boxwood	5 Gal.
CJJ	Juniperus procumbens 'Nana'	Dwarf Juggernaut Juniper	5 Gal.

PERENNIALS, ORNAMENTAL GRASS AND GROUNDCOVERS

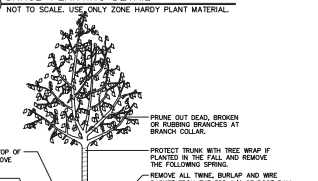
ABRV.	BOTANICAL NAME	COMMON NAME	SIZE
SPY	Aschmannia melleolum 'Strawberry Seduction'	Strawberry Seduction Yarrow	1 Gal.
FRG	Calamagrostis brachytricha	Korean Feather Reed Grass	1 Gal.
NFO	Calamagrostis latifolia	Northern Sea Oats	1 Gal.
JTC	Cenopsis 'Jatmo Tall'	Jatmo Tall Ceneopsis	1 Gal.
PHS	Echinacea 'C88 Cone Z'	Pink Meadowbells Coneflower	1 Gal.
GEC	Echinacea 'Green Envy'	Green Envy Coneflower	1 Gal.
SPC	Echinacea purpurea 'Prairie Splendor'	Prairie Splendor Coneflower	1 Gal.
PLG	Eragrostis spectabilis	Purple Lovegrass	1 Gal.
LJT	Eupatorium dubium 'Little Joe'	Little Joe Dwarf Joe Pye Weed	1 Gal.
GFB	Gallardia grandiflora 'Goblin'	Goblin Blanket Flower	1 Gal.
PRM	Hemerocallis 'Pardon Me'	Pardon Me Daylily	1 Gal.
RMD	Hemerocallis 'Rory Return'	Rory Return Daylily	1 Gal.
SHD	Hemerocallis 'Stella de Oro'	Stella de Oro Daylily	1 Gal.
BCD	Leucanthemum x superbum 'Banana Cream'	Banana Cream Shasta Daisy	1 Gal.
WLG	Nepeta racemosa 'Walker's Low'	Walker's Low Catmint	1 Gal.
BSC	Parthenium virginicum 'Heavy Metal'	Blue Switch Grass	1 Gal.
SFP	Papaver nudicaule 'Summer Breeze Orange'	Island Poppy	1 Gal.
DHP	Penstemon alpestris 'Hansel'	Dwarf Hameln Fountain Grass	1 Gal.
LTB	Penstemon digitalis 'Dark Towers'	Dark Towers Beardtongue	1 Gal.
LAS	Perovskia atrorubra 'Usualit'	Lacey Blue Sage	1 Gal.
LSS	Perovskia atrorubra 'Little Spire'	Little Spire Russian Sage	1 Gal.
LSB	Rudbeckia fulgida 'Viete's Little Suzy'	Little Suzy Black Eyed Susan	1 Gal.
RH1	Rudbeckia hirta	Black Eyed Susan	1 Gal.
RNI	Salvia nemorosa 'Husmanian'	Marcus Sakis	1 Gal.
AFS	Sedum spectabile 'Autumn Fire'	Autumn Fire Sedum	1 Gal.
OSA	Symphoricarpos occidentalis	October Sky Aronice Aster	1 Gal.
KFL	Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass	1 Gal.
KPF	Penstemon alpestris 'Little Bunny'	Little Bunny Fountain Grass	1 Gal.
BHS	Schizanthus scoparius 'Mimibluva'	Blue Heaven Little Bluestem	1 Gal.
PDS	Sporobolus heterolepis	Prairie Droopseed	1 Gal.



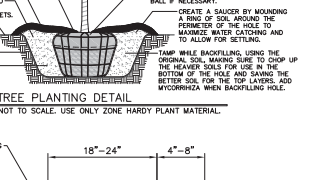
PERENNIAL PLANTING DETAIL



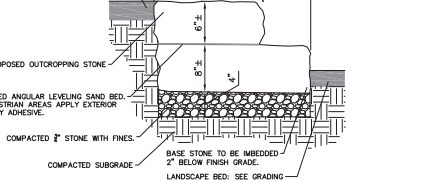
SHRUB PLANTING DETAIL



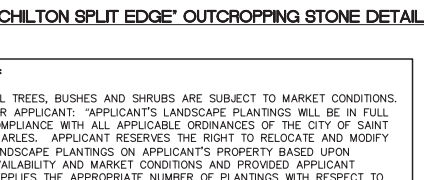
TREE PLANTING DETAIL



LANDSCAPE BED: SEE GRADING PLAN FOR ELEVATIONS



'CHILTON SPLIT EDGE' OUTCROPPING STONE DETAIL



NOTES:

1. ALL TREES, BUSHES AND SHRUBS ARE SUBJECT TO MARKET CONDITIONS.
2. PER APPLICANT: "APPLICANT'S LANDSCAPE PLANTINGS WILL BE IN FULL COMPLIANCE WITH ALL APPLICABLE ORDINANCES OF THE CITY OF SAINT CHARLES. APPLICANT RESERVES THE RIGHT TO RELOCATE AND MODIFY LANDSCAPE PLANTINGS ON APPLICANT'S PROPERTY BASED UPON AVAILABILITY AND MARKET CONDITIONS AND PROVIDED APPLICANT SUPPLIES THE APPROPRIATE NUMBER OF PLANTINGS WITH RESPECT TO EACH REQUIRED CLASSIFICATION AND PROVIDED THE PLAN IS IN FULL COMPLIANCE WITH APPLICABLE CODES."



LANDSCAPE PLAN DESIGNED BY KENNETH M. PRICE, RLA

LANDSCAPE DETAILS AND SPECIFICATIONS

L-15

LANDSCAPE DETAILS AND SPECIFICATIONS

LANDSCAPE DETAILS AND SPECIFICATIONS

LANDSCAPE DETAILS AND SPECIFICATIONS

LANDSCAPE DETAILS AND SPECIFICATIONS

LANDSCAPE DETAILS AND SPECIFICATIONS

LANDSCAPE DETAILS AND SPECIFICATIONS

LANDSCAPE DETAILS AND SPECIFICATIONS

LANDSCAPE DETAILS AND SPECIFICATIONS

LANDSCAPE DETAILS AND SPECIFICATIONS

LANDSCAPE DETAILS AND SPECIFICATIONS

LANDSCAPE DETAILS AND SPECIFICATIONS

LANDSCAPE DETAILS AND SPECIFICATIONS

PRELIMINARY PLAT OF SUBDIVISION
OF
PRAIRIE WINDS

PART OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE
8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE) SS
THIS IS TO CERTIFY THAT THE MEMBERS OF THE PLAN COMMISSION OF THE CITY OF ST.
CHARLES, ILLINOIS HAVE REVIEWED AND APPROVED THIS PLAT.
DATED AT ST. CHARLES, KANE COUNTY, ILLINOIS
THIS _____ DAY OF _____, A.D. 20____

CHAIRMAN _____

SECRETARY _____

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ST.
CHARLES, KANE COUNTY, ILLINOIS, AT A MEETING HELD THIS _____ DAY OF
_____, A.D. 20____
BY: _____ MAYOR
ATTEST: _____ CITY CLERK

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE CITY OF ST.
CHARLES AND TO ALL PUBLIC UTILITY COMPANIES OF ANY KIND OPERATING UNDER
FRANCHISE GRANTING THEM EASEMENT RIGHTS FROM SAID CITY OF ST. CHARLES,
INCLUDING BUT NOT LIMITED TO, AMERITECH AND NCCOR AND TO THEIR SUCCESSORS AND
ASSIGNS (HEREIN COLLECTIVELY REFERRED TO AS "GRANTEES"), IN, UPON, ACROSS,
OVER, UNDER, AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED "PUBLIC
UTILITY AND DRAINAGE EASEMENT" ON THE PLAT OF SUBDIVISION HEREON DRAWN FOR THE
PURPOSE OF INSTALLING, CONSTRUCTING, INSPECTING, OPERATING, REPLACING,
RENEWING, ALTERING, ENLARGING, REMOVING, REPAIRING, CLEANING, AND MAINTAINING
ABOVE GROUND AND UNDERGROUND ELECTRICAL SYSTEMS, CABLE TELEVISION,
COMMUNICATION, GAS, TELEPHONE OR OTHER UTILITY LINES OR APPURTENANCES,
SANITARY AND STORM SEWERS, DRAINAGE WAYS, STORM WATER DETENTION AND
RETENTION, WATER MAINS AND ANY AND ALL MANHOLES, HYDRANTS, PIPES, CONNECTIONS,
CATCH BASINS, BUFFALO BOXES AND WITHOUT LIMITATION, SUCH OTHER INSTALLATIONS
AS MAY BE REQUIRED TO FURNISH PUBLIC UTILITY SERVICE TO ADJACENT AREAS
TOGETHER WITH 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.
THE PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO
THE CITY OF ST. CHARLES AND THE RESPECTIVE SUCCESSORS AND ASSIGNS FOR
MAINTAINING THE UNINTERRUPTED AND UNIMPEDED CONVEYANCE, FLOW AND RUNOFF OF
SURFACE STORM WATER ACROSS AND UPON THE AREAS DESIGNATED ON THIS PLAT
AS DRAINAGE EASEMENT. THE RIGHT IS HEREBY GRANTED TO SAID GRANTEES TO CUT
DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS, OR OTHER PLANTS THAT INTERFERE WITH
THE DRAINAGE WAYS AND OPERATION OF OR ACCESS TO SAID UTILITY INSTALLATIONS,
WITHOUT LIMITATION, IN, ON, UPON OR ACROSS, UNDER, OR THROUGH SAID
EASEMENTS.

NO PERMANENT BUILDINGS, TREES, GARDENS, SHRUBS, OR BERMING SHALL BE PLACED ON
OR IN SAID EASEMENTS, BUT THE EASEMENT AREAS MAY BE USED FOR PAVING, FENCES,
SIDEWALKS, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE AFORESAID USES
AND RIGHTS. WHERE AN EASEMENT IS USED FOR STORM OR SANITARY SEWERS,
OTHER UTILITY INSTALLATIONS SHALL BE SUBJECT TO THE PRIOR APPROVAL OF SAID CITY
OF ST. CHARLES SO AS NOT TO INTERFERE WITH THE GRAVITY FLOW IN SAID SEWER OR
SEWERS. UTILITY INSTALLATIONS, OTHER THAN THOSE MANAGED BY THE CITY OF ST.
CHARLES, SHALL BE SUBJECT TO THE APPROVAL OF THE CITY OF ST. CHARLES, AS TO
DESIGN AND LOCATION, AND ALL OTHER INSTALLATIONS ARE SUBJECT TO THE ORDINANCES
OF THE CITY OF ST. CHARLES.

FOLLOWING ANY WORK TO BE PERFORMED BY THE GRANTEES IN THE EXERCISE OF ITS
EASEMENT RIGHTS GRANTED HEREIN, THE GRANTEES SHALL HAVE NO OBLIGATION WITH
RESPECT TO SURFACE RESTORATION INCLUDING, BUT NOT LIMITED TO, THE RESTORATION,
REPAIR, OR REPLACEMENT OF ANY LANDSCAPING PROVIDED HOWEVER, THE GRANTEES
SHALL BE OBLIGATED FOLLOWING ANY SUCH WORK, TO BACKFILL AND MOUND SO AS TO
RETAIN SUITABLE DRAINAGE, REMOVE DEBRIS, AND LEAVE THE AREA IN GENERALLY CLEAN
AND WORKMANLIKE CONDITION.

STORMWATER DETENTION EASEMENT PROVISIONS

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 THE PLAT OF SUBDIVISION HEREON 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
OBTAINED 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

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 8,
EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT
THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 32, SAID
CORNER ALSO BEING THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO
FIRSTAR BANK OF GENEVA, SUCCESSOR TRUSTEE, TO THE FIRST NATIONAL BANK OF
GENEVA, AS TRUSTEE UNDER TRUST NUMBER 2640 AS RECORDED IN DOCUMENT NO.
1884216; THENCE NORTH 00 DEGREES, 13 MINUTES 24 SECONDS WEST, ALONG THE
WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 418.83 FEET TO A PLACE OF
BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 13 MINUTES 24 SECONDS
WEST, ALONG SAID WEST LINE, 281.02 FEET; THENCE NORTH 89 DEGREES 46 MINUTES
36 SECONDS EAST, 30.05 FEET; THENCE NORTH 47 DEGREES 46 MINUTES 45 SECONDS
EAST, 51.14 FEET; THENCE NORTH 76 DEGREES 35 MINUTES 36 SECONDS EAST, 456.07
FEET; THENCE NORTH 86 DEGREES 25 MINUTES 56 SECONDS EAST, 846.63 FEET TO
THE WEST LINE OF LOT 1 IN RESUBDIVISION # 2 OF THE RESUBDIVISION OF MEUER
#182 SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 2002
AS DOCUMENT NUMBER 2002K140586; THENCE SOUTH 01 DEGREES 34 MINUTES 54
SECONDS EAST ALONG SAID WEST LINE AND ALONG WEST LINE OF LOT 2 IN
RESUBDIVISION # 1 OF THE RESUBDIVISION OF MEUER #182 SUBDIVISION,
ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 18, 2002 AS DOCUMENT
NUMBER 2002K115360, A DISTANCE OF 782.90 FEET TO THE NORTHEAST CORNER OF
PROPERTY CONVEYED TO THE CITY OF GENEVA BY DEED DOCUMENT RECORDED AS
2000K028065; THENCE THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG
THE NORTH LINE OF SAID CONVEYED PROPERTY: 1) WESTERLY ALONG A CURVE
CONCAVE SOUTHERLY, HAVING A RADIUS OF 3160.00 FEET, HAVING A CHORD
BEARING NORTH 89 DEGREES 40 MINUTES 02 SECOND WEST, FOR AN ARC LENGTH OF
255.20 FEET TO A POINT OF TANGENCY; 2) SOUTH 88 DEGREES 02 MINUTES 28
SECONDS WEST, 352.67 FEET TO THE NORTHWEST CORNER OF SAID CONVEYED
PROPERTY; THENCE SOUTH 88 DEGREES 25 MINUTES 20 SECOND WEST ALONG LINE
48.85 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST
QUARTER OF SECTION 32, A DISTANCE OF 349.50 FEET; THENCE NORTH 01 DEGREES
57 MINUTES 32 SECONDS WEST, 234.95 FEET; THENCE NORTH 53 DEGREES 15
MINUTES 53 SECONDS WEST, 209.23 FEET; THENCE SOUTH 88 DEGREES 44 MINUTES
36 SECONDS WEST, 246.25 FEET TO THE PLACE OF BEGINNING, IN KANE COUNTY,
ILLINOIS.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
I, CHRISTOPHER D. BARTOSZ, AN ILLINOIS PROFESSIONAL LAND SURVEYOR DO HEREBY
CERTIFY THAT THE PLAT HEREON DRAWN WAS PREPARED AT AND UNDER MY DIRECTION.
ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D. 20____.

CHRISTOPHER D. BARTOSZ
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3189
MY LICENSE EXPIRES ON NOVEMBER 30, 2018.
V3 COMPANIES OF ILLINOIS, LTD. PROFESSIONAL DESIGN FIRM NO. 184000902
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2017.

OWNER / DEVELOPER

Executive Capital Corporation
47W210 US highway 30
Big Rock, IL 60511
630-556-3731

ENGINEER/SURVEYOR

V3 Companies of Illinois, Ltd.
7325 Janes Avenue, Suite 100
Woodridge, Illinois 60517
630.724.9200

PREPARED FOR:
EXECUTIVE CAPITAL CORPORATION
47W210 US HIGHWAY 30
BIG ROCK EXECUTIVE CENTER
BIG ROCK, IL 60511
630-556-3731

REVISIONS			
NO.	DATE	REVISION	DESCRIPTION
1	03-09-17	REVISED PER VILLAGE COMMENTS	
2	04-03-17	REVISED PER VILLAGE COMMENTS	
3	04-14-17	REVISED PER VILLAGE COMMENTS	

PRELIMINARY PLAT OF SUBDIVISION

PRAIRIE WINDS

DRAFTING COMPLETED: 02-28-17
FIELD WORK COMPLETED: N/A

DRAWN BY: MLP
CHECKED BY: COB

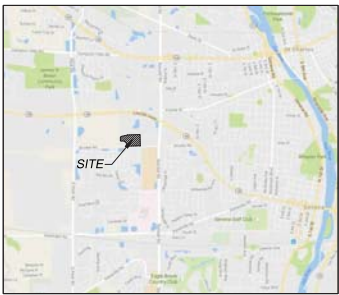
PROJECT MANAGER: COB
SCALE: 1" = N/A

Project No: 16262
Group No: VP04.1
SHEET NO.
2 of 2



Engineers
Scientists
Surveyors

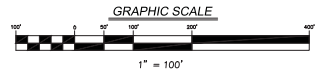
7325 Janes Avenue, Suite 100
Woodridge, IL 60517
630.724.9200 voice
630.724.0384 fax
v3co.com



VICINITY MAP
NOT TO SCALE

PLAT OF EASEMENT FOR SANITARY SEWER

PART OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE
8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.



GRAPHIC SCALE

THE BASIS OF BEARINGS IS THE STATE PLANE
COORDINATE SYSTEM (SPCS) NAD 83 (2007) ZONE
1201 (ILLINOIS EAST) WITH PROJECT ORIGIN AT
LATITUDE 41°53'59.24320"N
LONGITUDE 88°20'40.78507"W
ELLIPSOIDAL HEIGHT 693.586 SFT
GROUND SCALE FACTOR 1.000580864
ALL MEASUREMENTS ARE ON THE GROUND.

STATE PLANE MERIDIAN

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF) SS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED
IN THE ANNEXED PLAT, AND THAT THEY HAVE CAUSED THE SAME TO BE PLATTED AS
INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES
HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE
THEREON INDICATED.

DATED THIS _____ DAY OF _____ A.D. 20____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF) SS

I, _____, A NOTARY PUBLIC IN AND FOR SAID
COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT
PERSONALLY KNOWN TO ME TO BE
THE SAME PERSONS WHOSE NAMES ARE
SUBSCRIBED TO THE FOREGOING
INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND
ACKNOWLEDGE THAT THEY SIGNED THIS PLAT AS THEIR OWN FREE AND VOLUNTARY
ACT FOR USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF
_____, 20____

NOTARY PUBLIC

KANE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE) SS

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDERS OFFICE
OF KANE COUNTY AFORESAID ON THE _____ DAY OF _____ A.D.
20____ AT _____ O'CLOCK _____ M. AND RECORDED IN BOOK _____ OF PLATS ON
PAGE _____

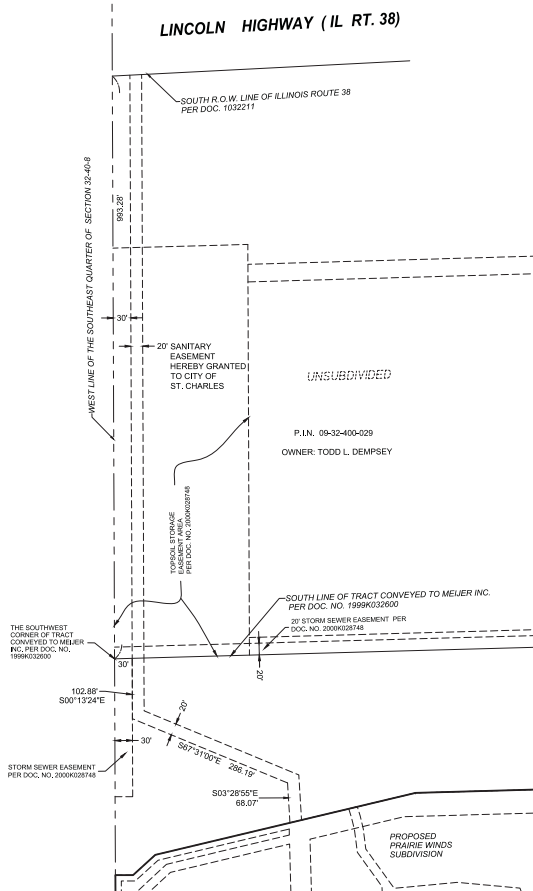
KANE COUNTY RECORDER

OWNER / DEVELOPER

Executive Capital Corporation
47W210 US Highway 30
Big Rock, IL 60511
630-556-3731

ENGINEER/SURVEYOR

V3 Companies of Illinois, Ltd.
7325 Janes Avenue, Suite 100
Woodridge, Illinois 60517
630.724.9200



LEGEND

PROPERTY LINE
EXISTING RIGHT-OF-WAY LINE
PROPOSED RIGHT-OF-WAY LINE
EXISTING LOT LINE
PROPOSED LOT LINE
EXISTING CENTERLINE
EXISTING EASEMENT LINE
PROPOSED EASEMENT LINE
BUILDING SETBACK LINE
SECTION LINE

ABBREVIATIONS

N NORTH
S SOUTH
E EAST
W WEST
CB CHORD BEARING
A ARC LENGTH
R RADIUS
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING

NOTES

1. ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS
THEREOF. ARC DISTANCES ARE ALONG ALL CURVES.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I, CHRISTOPHER D. BARTOSZ, AN ILLINOIS PROFESSIONAL LAND SURVEYOR DO HEREBY
CERTIFY THAT THE PLAT HEREON DRAWN WAS PREPARED AT AND UNDER MY DIRECTION.
ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____ A.D. 20____

CHRISTOPHER D. BARTOSZ
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-5189
MY LICENSE EXPIRES ON NOVEMBER 30, 2018.
V3 COMPANIES OF ILLINOIS, LTD. PROFESSIONAL DESIGN FIRM NO. 184000902
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2019.



Engineers
Scientists
Surveyors

7325 Janes Avenue, Suite 100
Woodridge, IL 60517
630.724.9200 voice
630.724.0384 fax
v3co.com

PREPARED FOR:
EXECUTIVE CAPITAL CORPORATION
47W210 US HIGHWAY 30
BIG ROCK EXECUTIVE CENTER
BIG ROCK, IL 60511
630-556-3731

NO.		DATE		REVISIONS	
NO.		DATE		DESCRIPTION	
1	04-03-17			REVISED PER VILLAGE COMMENTS	
2	04-14-17			REVISED PER VILLAGE COMMENTS	

PLAT OF EASEMENT

PRAIRIE WINDS

DRAFTING COMPLETED: 03-09-17
FIELD WORK COMPLETED: N/A
DRAWN BY: SPK
CHECKED BY: CDB
PROJECT MANAGER: CDB
SCALE: 1" = 100'

Project No: 16262
Group No: VP04.1
SHEET NO.
1 of 1



FRONT ELEVATION

LEFT ELEVATION



REAR ELEVATION

RIGHT ELEVATION

SCALE: 1/8"=1'-0" (24"x36" SHEET)

BUILDING TYPE II ELEVATIONS

EXTERIOR MATERIALS TO INCLUDE A MIX OF CULTURED STONE, HARDI (OR EQUIVALENT), CEMENTITIOUS SIDING AND STUCCO

A422

Schedule				
Symbol	Label	Qty		
	A	18		
	B	18		

Description				
Description	Label	Number Lenses	Lenses per Lamp	L.F. Wattage
2000 KLED with 30 LEDs @ 700 mA, 6000K, Type 3 Medium Output	L01	1	3440	0.90 40
2000 KLED with 30 LEDs @ 700 mA, 6000K, Type 3 Medium Output	L02	1	4002	0.90 40

Statistics									
Count	Symbol	Qty	Max	Min	Average	StdDev	Min/Max	StdDev	Min/Max
Count: 1	A	18	1	1	1	0.00	0.00	0.00	0.00

Luminance Legend									
No.	Label	X	Y	W	H	Orientation	Size		
1	A	100.00	100.00	10.00	10.00	0.00	1.00		
2	A	100.00	100.00	10.00	10.00	0.00	1.00		
3	A	100.00	100.00	10.00	10.00	0.00	1.00		
4	A	100.00	100.00	10.00	10.00	0.00	1.00		
5	A	100.00	100.00	10.00	10.00	0.00	1.00		
6	A	100.00	100.00	10.00	10.00	0.00	1.00		
7	A	100.00	100.00	10.00	10.00	0.00	1.00		
8	A	100.00	100.00	10.00	10.00	0.00	1.00		
9	A	100.00	100.00	10.00	10.00	0.00	1.00		
10	A	100.00	100.00	10.00	10.00	0.00	1.00		
11	A	100.00	100.00	10.00	10.00	0.00	1.00		
12	A	100.00	100.00	10.00	10.00	0.00	1.00		
13	A	100.00	100.00	10.00	10.00	0.00	1.00		
14	A	100.00	100.00	10.00	10.00	0.00	1.00		
15	A	100.00	100.00	10.00	10.00	0.00	1.00		
16	A	100.00	100.00	10.00	10.00	0.00	1.00		
17	A	100.00	100.00	10.00	10.00	0.00	1.00		
18	A	100.00	100.00	10.00	10.00	0.00	1.00		
19	A	100.00	100.00	10.00	10.00	0.00	1.00		
20	A	100.00	100.00	10.00	10.00	0.00	1.00		
21	A	100.00	100.00	10.00	10.00	0.00	1.00		
22	A	100.00	100.00	10.00	10.00	0.00	1.00		
23	A	100.00	100.00	10.00	10.00	0.00	1.00		
24	A	100.00	100.00	10.00	10.00	0.00	1.00		
25	A	100.00	100.00	10.00	10.00	0.00	1.00		
26	A	100.00	100.00	10.00	10.00	0.00	1.00		
27	A	100.00	100.00	10.00	10.00	0.00	1.00		
28	A	100.00	100.00	10.00	10.00	0.00	1.00		
29	A	100.00	100.00	10.00	10.00	0.00	1.00		
30	A	100.00	100.00	10.00	10.00	0.00	1.00		
31	A	100.00	100.00	10.00	10.00	0.00	1.00		
32	A	100.00	100.00	10.00	10.00	0.00	1.00		
33	A	100.00	100.00	10.00	10.00	0.00	1.00		
34	A	100.00	100.00	10.00	10.00	0.00	1.00		
35	A	100.00	100.00	10.00	10.00	0.00	1.00		
36	A	100.00	100.00	10.00	10.00	0.00	1.00		
37	A	100.00	100.00	10.00	10.00	0.00	1.00		
38	A	100.00	100.00	10.00	10.00	0.00	1.00		
39	A	100.00	100.00	10.00	10.00	0.00	1.00		
40	A	100.00	100.00	10.00	10.00	0.00	1.00		
41	A	100.00	100.00	10.00	10.00	0.00	1.00		
42	A	100.00	100.00	10.00	10.00	0.00	1.00		
43	A	100.00	100.00	10.00	10.00	0.00	1.00		
44	A	100.00	100.00	10.00	10.00	0.00	1.00		
45	A	100.00	100.00	10.00	10.00	0.00	1.00		
46	A	100.00	100.00	10.00	10.00	0.00	1.00		
47	A	100.00	100.00	10.00	10.00	0.00	1.00		
48	A	100.00	100.00	10.00	10.00	0.00	1.00		
49	A	100.00	100.00	10.00	10.00	0.00	1.00		
50	A	100.00	100.00	10.00	10.00	0.00	1.00		
51	A	100.00	100.00	10.00	10.00	0.00	1.00		
52	A	100.00	100.00	10.00	10.00	0.00	1.00		
53	A	100.00	100.00	10.00	10.00	0.00	1.00		
54	A	100.00	100.00	10.00	10.00	0.00	1.00		
55	A	100.00	100.00	10.00	10.00	0.00	1.00		
56	A	100.00	100.00	10.00	10.00	0.00	1.00		
57	A	100.00	100.00	10.00	10.00	0.00	1.00		
58	A	100.00	100.00	10.00	10.00	0.00	1.00		
59	A	100.00	100.00	10.00	10.00	0.00	1.00		
60	A	100.00	100.00	10.00	10.00	0.00	1.00		
61	A	100.00	100.00	10.00	10.00	0.00	1.00		
62	A	100.00	100.00	10.00	10.00	0.00	1.00		
63	A	100.00	100.00	10.00	10.00	0.00	1.00		
64	A	100.00	100.00	10.00	10.00	0.00	1.00		
65	A	100.00	100.00	10.00	10.00	0.00	1.00		
66	A	100.00	100.00	10.00	10.00	0.00	1.00		
67	A	100.00	100.00	10.00	10.00	0.00	1.00		
68	A	100.00	100.00	10.00	10.00	0.00	1.00		
69	A	100.00	100.00	10.00	10.00	0.00	1.00		
70	A	100.00	100.00	10.00	10.00	0.00	1.00		
71	A	100.00	100.00	10.00	10.00	0.00	1.00		
72	A	100.00	100.00	10.00	10.00	0.00	1.00		
73	A	100.00	100.00	10.00	10.00	0.00	1.00		
74	A	100.00	100.00	10.00	10.00	0.00	1.00		
75	A	100.00	100.00	10.00	10.00	0.00	1.00		
76	A	100.00	100.00	10.00	10.00	0.00	1.00		
77	A	100.00	100.00	10.00	10.00	0.00	1.00		
78	A	100.00	100.00	10.00	10.00	0.00	1.00		
79	A	100.00	100.00	10.00	10.00	0.00	1.00		
80	A	100.00	100.00	10.00	10.00	0.00	1.00		
81	A	100.00	100.00	10.00	10.00	0.00	1.00		
82	A	100.00	100.00	10.00	10.00	0.00	1.00		
83	A	100.00	100.00	10.00	10.00	0.00	1.00		
84	A	100.00	100.00	10.00	10.00	0.00	1.00		
85	A	100.00	100.00	10.00	10.00	0.00	1.00		
86	A	100.00	100.00	10.00	10.00	0.00	1.00		
87	A	100.00	100.00	10.00	10.00	0.00	1.00		
88	A	100.00	100.00	10.00	10.00	0.00	1.00		
89	A	100.00	100.00	10.00	10.00	0.00	1.00		
90	A	100.00	100.00	10.00	10.00	0.00	1.00		
91	A	100.00	100.00	10.00	10.00	0.00	1.00		
92	A	100.00	100.00	10.00	10.00	0.00	1.00		
93	A	100.00	100.00	10.00	10.00	0.00	1.00		
94	A	100.00	100.00	10.00	10.00	0.00	1.00		
95	A	100.00	100.00	10.00	10.00	0.00	1.00		
96	A	100.00	100.00	10.00	10.00	0.00	1.00		
97	A	100.00	100.00	10.00	10.00	0.00	1.00		
98	A	100.00	100.00	10.00	10.00	0.00	1.00		
99	A	100.00	100.00	10.00	10.00	0.00	1.00		
100	A	100.00	100.00	10.00	10.00	0.00	1.00		



EXHIBIT “E”
CONDITIONS, CORRECTIONS AND MODIFICATIONS

Fire Department

Memo

Date: April 13, 2017
To: Ellen Johnson
From: Lt. John Kessler, Fire Department
Project: Prairie Winds
Application: 2016PR017

Re: Preliminary Engineering

The submitted preliminary engineering drawings appear to meet site access and circulation requirements. The Fire Department offers the following comments:

1. The roadway width is such that parking will not be permitted on both sides of the roadways.
2. The turning radii appear to be adequate for Fire Department access.
3. Building construction types and total square footage per building will be required to calculate estimated fire flow requirements. This may affect water main sizes as well. While hydrant spacing appears adequate, it is dependent on this information to verify locations as well. Please provide this information

Public Works Department

Phone: (630) 443-3677

Fax: (630) 377-4062



Memo

Date: April 14, 2017

To: Ellen Johnson
Chris Bong

From: Karen Young, P.E., CFM

RE: Prairie Winds

The Public Works Department has reviewed the following documents for the subject project:

- Revised Preliminary Engineering Plans prepared by V3 Companies dated March 31, 2017

The following comments require resolution prior to our recommendation for preliminary engineering approval:

Electric:

1. Proposed routing for the electric mainline primary and secondary, including structures, will be front lot distribution. The Electric infrastructure will be underground, looped type construction to minimize any outages and better allow for the maintenance and reliability of facilities. Any additional facilities that must be installed in order to meet this standard will be at the cost of the Developer and not the City. Any existing facilities that need to be modified in order to meet this standard will be at the cost of the Developer and not the City.
2. A preliminary plan for the layout for the electric would include the existing switchgears that are located behind the Lowe's store at 955 S. Randall Rd. and behind the Meijer store at 855 S Randall Rd. Tentatively the transformer loop(s) would extend from the switchgear location 6152S01 to the switchgear location 6154S01.
3. The final determination for the electric layout would consider the electric needs for each of the residential buildings and the clubhouse. Several factors such as: the voltage requirements and the multi-phase requirements (1-phase vs. 3-phase) would need to be selected ahead of time to determine the final electric layout.

4. St. Charles is a “zero standard” utility so the customer is responsible for all the costs associated with the construction and installation needed to connect to the city’s electric utility.
5. The City requires a 10 foot easement on the front lots facing the road (street side) and an additional 5 foot easement on the side and rear lots.
6. Standard easement provisions require that easement areas be clear for the purpose of maintaining the utilities within them. Hence, buildings, structures, extensive landscaping or ponds would not be permitted within the easement areas. Pavement is acceptable within the easement area.
7. Streetlight design for public streets requires the use of the existing City standard light poles and fixtures. These can be submitted to the Developer upon request. The Developer is responsible for the preliminary design of the street-lighting system.

** Please note for building plans – if private street-lighting is to be used, then streetlight conduit and cable are not allowed within the primary or secondary trench. Further, private streetlight routing should maintain a five (5) foot clearance from the primary mainline cable route or secondary service mains to avoid future locating confusion. Private street-lighting also requires a separate meter and disconnect in a location designated by the utility.

8. Individual house/tenant electric services will be installed separately as Permits are received by the St. Charles Electric Department. Each service, installed by the City, will have a standard fee that includes: any conduit & cable and the house meter. Tentatively, this project is proposed as multi-tenant residential buildings and a clubhouse.
9. St. Charles requires an external disconnect at the main breaker to allow the Fire Department to shut-off the power to each unit and to each building in emergency situations.
10. Landscaping plans should be developed to minimize interference with the operation of the electric equipment. A drawing showing required standard clearances is available.
11. If Temporary Power is required for the site during the construction phase, please submit an Electric Service Application to allow the City to determine costs and method of service.
12. Transformers, or equipment, located where there is a possibility of vehicular damage will require concrete vehicle barriers strategically located to protect the equipment. The Developer is responsible for installing these barriers as per the City’s specifications.
13. The design of the electric mainline cable route has some flexibility; however, we require a separation of at least five feet (5’) from sewer, water and gas, except at utility crossings.
14. The Developer is allowed to provide joint trenching of the electric with the phone & cable systems. At the appropriate time, SBC, AT&T and Comcast (WOW) should be included to design their distribution systems. We will allow them within five feet of the electric; however, the easement language needs to be written to include them. The service plan for phone and CATV should be done at the same time as the electric to take advantage of any joint trench opportunities.

15. St. Charles will design the general location for each of the Distribution facilities: primary conduit, transformer pads, switchgear pads, pedestals.
16. The Developer installs the following: primary conduit, set splice boxes per city's specifications, transformer pad substructure, switchgear pad substructure, all secondary conduit mains from transformer to pedestals or building mains on multi-tenant buildings, install secondary cable mains to multi-tenant buildings, and approved meter fittings with an external disconnect.
17. Please submit drawings of multi-position meter main for approval. All 3-phase services require a separate CT cabinet and metering cabinet with main. CT dimensions for the city of St. Charles differ from standard (ComEd), please submit drawings for approval.
18. The city of St. Charles will install: primary cables, make primary terminations, set transformers, set any pedestals, make secondary terminations and install meters.
19. The Subdivision must be within 6 inches of Final Grade before the city of St. Charles will install any of their electric facilities in order to maintain the proper depth and locations of the electric utilities.
20. Transformers require a 10' level clearance from the front for operations and 5' clearance on the remaining sides. All transformers and any service pedestals will open to the street side.
21. Switchgears require a 10' level clearance from the front & back for operations and 5' clearance on the remaining sides for personnel.
22. Our tentative plan is to place a transformer between every two buildings provided their voltage and phasing requirements are the same. The most efficient way to service the multi- unit buildings would be to have all the meters on the end wall, and the services for the non-contiguous units would need to go under the slab and pop up in the individual units. The Developer probably needs to start to think about how that will look, and how the pipe work will get done. The service pipes obviously would need to be part of the building plans. The City does not allow the service cables & conduit from one unit to pass through another unit.
23. The City has recently adopted the 2014 National Electric Code which has specific changes to the grounding requirements and the inclusion of an Intersystem Bond. The standard St. Charles Residential installation requirements and procedures are applicable. A copy of these standards is available in the Electric Utility Office for the customer.
24. All inspections up to and including the main disconnect are done through the City's Electric Department. Please contact Gary Sittler at **630-377-4474** at the appropriate time for each inspection.

Engineering:

1. No comments.

Sanitary:

1. Please show all roof drain and sump connections to storm sewer at final design.

Water

1. Additional comments relating to hydrant, valve, and service line placement will be addressed during final engineering.

Public Services

1. No comments.

EXHIBIT “F”
PUD DEVIATIONS

Ch. 17.04 – Administration	
17.04.430.C Authorized Administrative Changes	<ol style="list-style-type: none"> 1) Adjustment of building locations up to 16 ft. from the locations depicted on the PUD Preliminary Plan with accompanying modifications to the locations of drive-aisles and other related site improvements shall be considered an Administrative Change, subject to conformance with all applicable zoning requirements and utility separation standards. The locations of all buildings, drive aisles, and other site improvements shall be finalized upon approval of Final Engineering plans. 2) Increase in building height up to a total height of 42 ft. shall be considered an Administrative Change. The height of all buildings shall be finalized upon approval of Final Architectural plans.
Ch. 17.22 – General Provisions	
17.22.010.A.1 Number of Buildings on a Lot	More than one principal building shall be permitted per lot as depicted on the Preliminary Plat of Subdivision.
Chapter 17.24 – Off-Street Parking , Loading & Access	
17.24.070.A.2.a Parking facilities within yard setbacks	Parking facilities may be located within the front, side, and rear yards as depicted on the PUD Preliminary Plan.
17.24.070.B Parking space width for multi-family dwellings	Parking spaces shall have a minimum width of 9 ft.
Chapter 17.26 – Landscaping and Screening	
17.26.080.B.3 Building Foundation Planting Bed Distance	Building foundation planting beds may be located more than 16 ft. from the nearest building wall for the clubhouse building. Foundation landscaping for the clubhouse shall be provided as shown on the PUD Preliminary Plan.
17.26.080.C.4 Building Foundation Planting Bed Width	Building foundation planting beds may be less than 8 ft. in width. Foundation landscaping for the residential buildings and the clubhouse shall be provided as shown on the PUD Preliminary Plan.
17.26.110.C Retaining Wall Terracing	Retaining walls over four (4) feet in height shall not be required to be terraced or stepped back to create a planting area.

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IIC3

Title:

Beekeeping in Residential Districts in St. Charles

Presenter:

Rita Tungare, Director of Community and Economic Development

Meeting: City Council

Date: May 1, 2017

Proposed Cost: \$

Budgeted Amount: \$

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

The topic of regulating beekeeping in residential districts was last discussed at the April 10, 2017 Planning & Development Committee meeting. The City Attorney and Staff are currently working on drafting an Ordinance pursuant to Committee's direction. The Ordinance will be ready for consideration at the May 8, 2017 Planning & Development Committee meeting.

Attachments *(please list):***Recommendation/Suggested Action** *(briefly explain):*

Staff is requesting that this item be continued to the May 8, 2017 Planning & Development Committee meeting.

**MINUTES
CITY OF ST. CHARLES, IL
PLANNING AND DEVELOPMENT COMMITTEE
MONDAY, APRIL 10, 2017 7:00 P.M.**

Members Present: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Gaugel, Lewis

Members Absent: Bessner, Krieger

Others Present: Mayor Raymond Rogina; Mark Koenen, City Administrator; Rita Tungare, Director of Community & Economic Development; Russell Colby, Planning Division Manager; Matthew O'Rourke, Economic Development Manager; Ellen Johnson, City Planner; Chris Bong, Development Engineering Division Manager; Fire Chief Schelstreet; Asst. Chief Christensen; John McGuirk, City Attorney

1. CALL TO ORDER

The meeting was convened by Chairman Bancroft at 7:00 P.M.

2. ROLL CALLED

Roll was called:

Present: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Gaugel, Lewis
Absent: Krieger, Bessner

Aldr. Stellato recused himself and left the meeting at 7:01 pm from item 3a.

3. COMMUNITY & ECONOMIC DEVELOPMENT

- a. Plan Commission recommendation to approve a Map Amendment, Special Use for PUD, and PUD Preliminary Plan for Prairie Winds of St. Charles.

Mr. Colby said the committee reviewed a concept plan for this property back in January, which is located along Bricher Rd. to the west of Lowes. The scope of the project is similar to the concept plan with a total of 250 multi-family residential units are proposed. The Plan Commission held a public hearing and recommended approval of the applications on March 20th with a vote of 8-0 on rezoning and 7-1 on the PUD application. Plan Commission included a suggestion that the developer consider providing a street connection to a future north/south roadway that may be adjacent to this site at some point in the future. Staff is currently reviewing revised plans that were submitted following the Plan Commission review. Regarding Bricher Rd., the city has an access agreement with Geneva that identifies access points. Geneva reviewed the initial plan submittal and traffic study and provided comments. Revised plans and a traffic study are currently under review and Geneva and we are waiting any further comments they may have. With respect to the school and park land cash ordinance compliance, there are a couple of items that are not yet finalized. There is information included in the packet regarding the park district review of a proposal for credit for private recreational facilities that are

being included in the project and the park board is set to discuss that proposal at their meeting tomorrow night. The applicant has filed a written objection to the per acre land value under the land cash ordinance included in the packet materials; the applicant submitted an appraisal for the property as raw land, however the subdivision code requires an appraisal to assess the value of improved land in the area of the subdivision. The response letter from the City Attorney is included in the packet. Approval of the project will require an amendment to the Bricher Commons annexation agreement and a public hearing will be held at Council when the annexation agreement is to be considered.

Aldr. Turner asked when the developer will answer questions in regard to the difference in the evaluations of the land. Jeff Ratzer-47W210 Rt. 30-Big Rock, IL-said he guesses he made a mistake, he wanted to have the land assessed to see what it was worth on the open market. Attorney McGuirk is correct in saying that the actual ordinance calls for basing the land donation that he will give based on improved land, and that's a little tricky because in reality he needs to give the park district unimproved land, but the ordinance calls for it to be improved land. So his appraisal lays out what the land is worth as it sits today, he can get this done formally within the next 2 or 3 days if he makes phone calls and people whom he employs may visit areas that may have had raw land but would be deemed improved under the ordinance, sanitary sewer, etc. For example there's land across the street in the area at Lincoln Square that's a pretty good comp, which is for sale, and he can tell you that is less expensive than what the appraisal came in at. He said but in order to do that formally he was advised to reengage the appraiser to take a border scope and do an addendum which he could present that no later than Thursday or Friday to put in the Council packet for next Monday; if Committee deems to recommend him tonight, and is that acceptable. Mr. Turner said he just wondered when all this will get hashed out. Mr. Ratzer said he knows it's important and it's extremely for him to move forward and make it a financially feasible development. He just found out about this Thursday or Friday, he did his basic research and engaged an appraiser to do what has been asked of us.

Aldr. Silkaitis asked if 2 votes were needed, 1 for map amendment and 1 for PUD. Mr. Colby said yes, but committee has the option to make a single recommendation on all of the applications. It was split up at the Plan Commission review because one of the member s wanted to vote differently on 1 application versus another. Committee agreed to 2 separate motions.

Aldr. Payleitner made a motion to approve the map amendment. Seconded by Aldr. Silkaitis. Approved unanimously by voice vote. Motion carried. 6-0

Aldr. Turner made a motion to approve the PUD. Seconded by Aldr. Payleitner.

Aldr. Silkaitis said he would prefer to have the information before committee votes on this; he wants to know what the number is because there may still be negotiations between when we get the information and next Monday. He doesn't know what the number will be, maybe it will be close to what ours is, but he'd rather have that information now versus later on and vote on it Monday; he'd rather table this issue.

Aldr. Lewis asked if committee would be discussing the project at this point in time. Chairman Bancroft asked if Mr. Ratzer had a presentation. Mr. Ratzer said he apologized, he's usually so organized but he

does have a brief summary and some pictures of the site plan. Aldr. Lewis said it's completely different from the concept plan.

Mr. Ratzer said the site plan seen tonight is basically 6 months in the making, we've had meeting, drawing, plans, re-plans and hearings, and at the end of the day this site plan encompasses requests made by staff, Plan Commission, Geneva and Aldr. Lewis regarding the sidewalk. The property consists of 250 multi-family apartments, attached garages, high-end finishes and an extensive amenity package and the plan is to build this all in 1 phase. They hope to break ground approximately May 1st. The first buildings will begin construction in July with the anticipated first resident will be moving in by December 2017, with final CO's on the entire community about October 1, 2018. He and his experienced development team were present for any questions and he asked that Committee please recommend this for approval to the Council which meets next Monday; that would be greatly appreciated. He said he has sat in on a lot of meetings, both his own and other developers that have made presentations here in town, and one thing that stuck him that committee was concerned about was the market viability of this project and whether it was needed. He personally did a market study in October when we decided to buy this property and he saw that these apartments were definitely needed, but because of what he has seen and heard throughout these meetings, he went out and ordered a feasibility study; which is in the packet. He did that mostly because he was pretty confident, but the feasibility study backed him up and shows the city could use class A multi-family apartments and this site is absolutely perfect for it.

Aldr. Turner said without Geneva getting involved in this, were they planning on the secondary entrance to begin with. Mr. Ratzer said no, not the secondary right turn, the traffic study did not warrant either a light or a right turn lane, but Geneva contributed their input of liking 2 right turn lanes. We didn't want to do either of them due to the cost and not being warranted, but there were a lot of members of the Geneva populous at the March 21st meeting who had the same traffic concerns, so as a compromise we allowed 1 to get traffic through, even though it wasn't warranted per the traffic study. Aldr. Turner said from a safety standpoint he does feel a secondary entrance/right turn lane is needed. Chairman Bancroft clarified that there is a 2nd entry way. Mr. Ratzer said that is a secondary entrance, just not a right turn lane. Aldr. Turner said he just wants 2 entrances in and out just in case. Chairman Bancroft clarified that they didn't want that to have the turn lane. Aldr. Lemke asked if that would be built right away. Mr. Ratzer said it's in conjunction with the development, but the plan for right now is to try to build in an orderly fashion; first will be the clubhouse to have a base of operations, simultaneously with 3 or 4 buildings, and then it will go around the circle, but he's not sure if they will go from the top and down or the middle and down, but once we get toward the bottom, the secondary entrance will be built. He said it might make sense to build the 2 early because that can be where the construction goes in later; whether it's paved or not. Aldr. Lemke said you won't want to put the finishing course on, but the binder course and then the finishing course once construction is over, but it would be helpful in keeping the construction traffic separate from the residents. Mr. Ratzer said that's what will happen, they don't allow construction traffic through residential, so at the very least if not day one, once the 3 or 4 buildings start getting C.O.'d then that will be a utilized entrance and exit. Aldr. Lemke asked about

Camden St. Mr. Colby said that is the street directly opposite the main entrance which enters the single-family neighborhood that is in Geneva, directly across from the main entrance.

Aldr. Lewis said she truly appreciates the sidewalk and thinks there will be future connections, and if it's not started somewhere it will never get connected. Upon the issue of sidewalks and connectivity, the open green space to the left by the wetlands it looks like the sidewalk wasn't put on the outside of that part and she wondered why it doesn't go around the 2 buildings. Mr. Ratzer said because they're end buildings he wanted to be sure that each area had some kind of connectivity to the clubhouse area. Aldr. Lewis said all the buildings by the detention pond have sidewalk and then it comes down and she wonders why it doesn't continue across the back. Mr. Ratzer said you have to look close those are shadowed, so they do have sidewalks, they are there. Aldr. Lewis said she went back and looked at the minutes for the concept plan in January and the consensus for the Committee was that the road that could have been a vehicular road to Meijer/Lowes wasn't necessary but all were interested in having a foot/pedestrian path, and she doesn't see that in the plan. Mr. Ratzer said the reason is it's a bad exit, and as soon as a resident would walk out, they would see the back of the shopping centers, dumpsters, and tractors and trailer making deliveries; he can't hide the shopping centers, but he can hide them on his side with berms and trees. He said if 1 tenant comes to him and says they'd like a cut-through, he probably wouldn't do it; but if he gets 5-10 tenants then he has a customer concern and he would consider doing it in the path, but it would have to be based on it being used, not just putting it there. He has designed and laid out many properties over the years and he doesn't think it's a good idea, he said if this were in front of a retail center that's totally different, but the back alley is just not an appealing look. Aldr. Lewis said she just wanted to make the committee aware that it was discussed but is not in the plan, and she would ask that in the future Mr. Ratzer would entertain the idea if it were warranted or necessary. Mr. Ratzer said he would say yes to that but this not being written by me, it's being presented to me and would have to be written that it would be his sole discretion, so it doesn't mean it will happen but he will try to show good faith to consider it, which would come from his residents. He said it's not about money; it's about curb appeal, which there is none exiting that area by foot.

Aldr. Lewis asked where there was 1 no vote from Plan Commission. Mr. Colby said there was concern as to whether the applicant would be agreeable to providing future cross-access and that commission member wanted to see that as a requirement to the PUD approval.

Aldr. Turner amended his earlier motion to approve the PUD subject to the outstanding items of finalizing comments with Geneva, resolution of the school/park land cash items-recreational amenities contribution, land cash ordinance dollar amount, and amendment to the Bricher Commons annexation agreement. Seconded by Aldr. Payleitner.

Roll was called:

Ayes: Payleitner, Turner, Gaugel, Lewis

Absent: Krieger, Bessner

Nays: Silkaitis, Lemke

Motion carried 4-2

Aldr. Silkaitis said he likes the project but cannot vote yes until he knows the information on the dollar amounts. Chairman Bancroft said he respects his position but if he decided to vote yes on it subject to, the rest of the committee is actually in no different position because you will look at that land cash number de novo as soon as the information is available. Aldr. Silkaitis said he understands but to him the biggest issue is that dollar amount, and he would like to see it first.

b. Presentation regarding Beekeeping in Residential Districts in St. Charles.

Ald. Stellato rejoined the meeting.

Ms. Tungare said late last summer and fall there were consecutive conversations at committee meetings in August, September and October in regard to regulating beekeeping within residential districts of St. Charles, at that time we had received some complaints and concerns from residents regarding beehives in their neighborhoods; which is what triggered these conversations. At the time staff had brought forward an ordinance to regulate beekeeping and the committee had decided they wanted to handle this process more deliberately, as in directing staff to go back and gather more information and do some research in engaging stakeholders and experts to then bring back an ordinance for consideration. Since that time in January and March of this year she and Bob Vann compiled a focus group of 7 individuals and experts who have contributed this process; she then took a moment to acknowledge those individuals: Pam Otto-St. Charles Park Dist., Mark Bozik-ROE Schools Facilities Coordinator, St. Charles CUSD 303, Carol Schreiber-Neighbor adjacent to existing backyard bee hives, Angelika Masnica-Neighbor adjacent to existing backyard bee hives, Thomas Mollenhauer- Owner of TGM Insurance Agency, Sarah Fellerer-U of I Extension Horticulture Program Coordinator, Tom Luppino-Fox Valley Beekeeping Association. These individuals met at 2 meetings in January and March, both 2 hour long meetings, and contributed extensively to this process. Staff also engaged a third party facilitator; Mim Evans who is with the Center for Governmental studies with NIU, who will be walking us through a presentation showing research and information gathered by the group. Bob Vann will also be walking us through some regulations, criteria and standards for a proposed ordinance to regulate beekeeping in St. Charles; which will include a palette of criteria to pick from; for example one of those criteria could be regulating lot size. If the council decides they want to regulate beekeeping in residential areas, what we will do with the existing beehives in St. Charles; we know at this point that state records show there are 6 licensed beekeepers within the city corporate limits and 3 are registered in residential areas. One way to deal with the existing beehives would be to set an amortization schedule which would mean that within that period of time the existing beehives would have to come into compliance with any regulations that the council chooses.

Mim Evans-Center for Governmental Studies at NIU-148 N. 3rd St., Dekalb-She said as Ms. Tungare state stated this grew out of a discussion between neighbors over whether or not bees should be allowed in residential areas. The group spent some time learning something about bees, hearing each other's opinions and looking what had been done in other communities and that she would be sharing the findings and suggestions developed from the group of how St. Charles might approach this topic.

Ms. Evans then shared the basics of backyard beekeeping; honey bees live in colonies that are housed in stacked boxes that we would normally call hives. They leave the hive and travel several miles in search of pollen or nectar in which they bring back to the hive and make into honey and other products. In the

process of doing so they do provide the valuable service of pollinating plants both ornamental and food crops. At certain times in the life of the colony they do swarm, this is not a regular occurrence, but does happen when the bees want to form a new colony or are looking for a new location for their nest. Honey bees are a part of the natural environment here in St. Charles whether they are in a domesticated hive in a backyard or living wild and will continue to exist whether regulated or not in some form. Honey bees do provide a valuable service and as many of us have heard there is a decline in the honey bee population nationwide, it is not clearly determined what that decline is caused by, but it is having an impact on food production.

Ms. Evans said one of the main points that the group spent quite a bit of time discussing was that there is a big difference between wasps, hornets and honey bees. Wasps and hornets behave quite differently than honey bees but that to the average person they all pretty much look the same. She then showed a chart illustrating the differences; if you get close enough to a honey bee they have different colors, shape and different wing configuration. Wasps and hornets are bigger than honey bees, they carry their legs differently when they fly, and their behavior towards humans and animals is an important difference; wasps and hornets tend to be aggressive, where honey bees are not aggressive unless their hives are threatened. Some of that is due to different food needs, wasps and honey bees are interested in plants, where other insects are interested in food, garbage and other insects, but have a much more likelihood of coming into conflict with people than honey bees; who are interested in the plants. Bees are not as aggressive as wasps and hornets is that when bees sting they also die afterwards, so they are understandably reluctant to do that, they have a barb at the end of their stinger and literally lose part of their body when they try to remove it from their victim, whereas wasps and hornets can sting multiple times without any injury to themselves. She said they live in different way with honey bees living in larger colonies than wasps and hornets are likely to.

Ms. Evans said now that we know a little bit about the difference between wasps, hornets and honey bees, here are some of the concerns heard by the group about having honey bees live in their same areas:

- Attractive nuisance-a colony can be a curiosity, in particular to children who may want to investigate, and the nicer they look the more likely it is that somebody will come over and poke around.
- Disruption of backyard activities-people utilizing their backyards, as we all do, may be disturbed by bees flying by or even just the thought of the fact that there is a beehive in the next yard could be enough to keep people from being comfortable in their own property.
- Health concern-there are people who are allergic to bee stings, epi pens was thought to have on hand by those with beehives, should there be an emergency, but that will not work because a prescription is required. This is an issue if someone is allergic or doesn't know they are allergic and doesn't realize it until they get that first sting and that could be a medical crisis of some sort. It was also pointed out that most folks who believe they are allergic are not allergic in a life threatening way, but more in an annoyance sort of way in that it hurts, swell and itches. But those who do have a life threatening bee sting allergy, this is a real concern.
- Hives attracting unwanted wildlife-this is a possibility, however it is more likely that it is wildlife that is already in the area that they come to investigate and unlikely that wildlife that was not already in the area would make a special trip over to a neighborhood to investigate a backyard beehive.
- Swarming-this does occur and what to do when a swarm happens outside the property in which the hives are located is a concern to neighbors and seeing all those bees gathered in one place can be quite threatening and not knowing who to call can be a difficult situation. The beekeepers

who were part of the group said that swarms are actually an opportunity for those who are beekeepers to gather in an entire colony and that is something they are very interested in doing and is considered something of a bonanza and they could be contacted and would be very happy to collect that swarm and remove it.

Ms. Evans said St. Charles staff did a survey of other Chicago area communities to find out which ones had ordinances, which ones didn't, and what the contents of those ordinances were. Of the ones surveyed:

- 10 do not allow beekeeping in residential areas at all.
- 8 allowed beekeeping with some regulations of some sort, in some cases quite a bit of regulation and in some cases very little regulation.
- 1 does not allow beekeeping at all and therefore allows it by default, very much the same situation as St. Charles is in right now; it has not been discussed.

Ms. Evans said they discovered that Minnesota had done a very comprehensive study of how communities in that state were addressing backyard beekeeping. In the survey they did 40 communities did not allow it at all, 32 did allow it with some sort of regulations and 21 did not address the issue. Interestingly the ones that did not address the issue, some of them felt that by not addressing the issue they were allowing, and other felt that by not expressly permitting it, they were disallowing it. So it's a different interpretation in Minnesota depending on where you are as to whether or not having an ordinance means you can or cannot have beekeeping.

Ms. Evans said the group then looked at the ordinances that do exist, both in Chicago and Minnesota, and we found there are certain components to most of those, which fell into three categories. The process by which someone is given permission to have a backyard beehive, the characteristics and requirements physically of those beehives and the yard in which they are located and some other miscellaneous issues that were addressed by some of the communities. She then shared the process by which one is given permission to have a backyard beehive, and some of the components often required:

- Training-so that those that maintained the hive knew what they were doing, in terms of being a good neighbor and keeping a healthy bee colony. Proof was required that they completed the training and can be obtained from the Beekeeper's Assoc., an educational institution or from some kind of public agency. In some instances there are online training programs and in others instances you have to attend in person and is a much more hands-on experience.
- Application and fee-making the application was the first step in getting permission. The application itself could gather certain information that the city would want to have on-hand; such as who is responsible for this hive, how can they be contacted in an emergency situation, where will the hives be located, etc. Fees were collected that were enough to cover the cost to the city of administering the beehive ordinance.
- Permit-could then be issued once all the previous requirements had been met for that person to keep that hive in the backyard. Some communities had a 1-time permit and others wanted that permit to be renewed on a regular basis to ensure that things were being kept up and that nothing had changed within the yard or within the hives that needed to be remedied before the permit could be renewed.
- Licensing-In Illinois it is required that beekeepers have a license from the Dept. of Agriculture so that is already given within any process that you might have here.

- Notice to neighbors-is a big step towards creating a peaceful coexistence between the neighbors and the person that wants to keep the beehives. This is when you can provide quite a bit of education for the neighbors as to how to get rid of a swarm, who they can call with questions or an emergency, information to tell the difference between wasps and bees, etc. Who that notice would go to would have to be decided by Committee should they decide to have an ordinance.
- City inspection-in almost every instance after the beekeeper felt they had met the physical requirements for keeping the hive, a city employee would come out to inspect and ensure everything is in order.
- Handling complaints-which would also be included in the notice to neighbors; which is knowing what is a legitimate complaint and who do they go to and how it will be handled.

Ms. Evans said the group then addressed the characteristics of what the hives need to look like:

- Hive Construction-hives consist of a series of boxes and the number of boxes that can be kept is something the community can regulate; the size of the hives determined by the number of boxes that are stacked.
- Water source-bees require a source of clean water, and in the absence of clean water within the yard can be one of the main reasons that bees wander into neighbor's yards and find a bird bath or swimming pool, etc. Clean water within the property is an important requirement in ensuring that the neighbors are not disturbed.
- Flyway barrier-if the barrier is at 6 ft. as an accepted height the bees will fly out at a height higher than 6 ft. and have a tendency to then stay for some period of time at a height above 6ft. which limits their likelihood of interacting with people. This is generally required and that barrier could be a fence or dense vegetation that grow to the required 6 ft. height. Where that barrier is located is also something open to discussion.
- Location:
 - Zoning districts allowing beekeeping: Some ordinances have blanket statements that allow beekeeping in certain zone classifications
 - Number of colonies per lot: Some ordinances do not specify how many colonies may be on a lot as long as all other requirements are met. Others limit the number to as few as one or two regardless of lot size.
 - Number of colonies per neighborhood: Some ordinances limit the number of hives that can be located within a single neighborhood. This requires defining neighborhood boundaries and keeping track of whether hives from past years are still active.
 - Required lot sizes: Many ordinances specify a minimum lot size.
 - Number of dwelling units on the lot: Most ordinances only allow beekeeping in single family areas with one dwelling unit per lot. However, some allow beekeeping where there may be more than one dwelling unit per lot.
 - Distance of hives from lot lines or neighboring homes: The distance required between hives and lot lines varies. While some ordinances only address lot size, this does not ensure that a hive will not be close to a neighboring yard.
 - Owner on site: Some ordinances require that the owner of the hives live on-site.

- Miscellaneous issues: There are several additional points occasionally included in ordinances.
 - Nucleus colonies: A nucleus colony is a small separate hive where the beekeeper can raise a small group of bees to replenish the main hive or start an additional hive.
 - Wax and comb storage: There is some concern that if bees wax and honey combs are not stored properly they may attract undesirable insects and wildlife. Where these items are stored can be specified in the ordinance.
 - Maintenance of hives and equipment: The ordinance may include requirements for maintenance of the hives, surrounding area and equipment.
 - Assistance in swarm removal: The ordinance may include procedures for removing swarms from neighboring property.
 - Liability insurance: Beekeepers may be required to show that they have liability insurance covering any damages or injuries as a result of the hive.

Mr. Vann then proposed some staff recommendation's and said he would like to seek some direction on ordinance standards that the committee may find necessary and that there should be a clear process to follow to be able to have beekeeping hives in residential areas.

- Training: The focus group felt this was very important and that it should be in-person training that should be completed prior to and part of the permit application. The city of Geneva and Wheaton Park District's and some bee clubs offer training. The training should include both how to be a good neighbor and how to raise healthy bees and the City should investigate how often the training program is offered and whether or not that will be adequate. Perhaps several different programs could be approved providing more options regarding timing and location.
- Permit: Staff is requiring that a permit be issued which would give information to city staff on the ownership of the property and provides neighbors with contact information, as well as the requirement to be posted at the site where neighbors could see it and what type of activity would be happening. He said he would like direction from committee in regard to the permit being either a one-time permit or an annual permit; there are pro's and con's to both. The one-time permit is a bit easier to administer, the annual would be more time consuming, although he doesn't see a vast number of these coming in, will allow staff to take a look at the property to be sure everything is compliance. A site plan indicating compliance with all physical aspects of the ordinance would have to be submitted to the City before a permit would be issued.
- Application fee: The fee amount should equal the costs incurred to administer (around \$65).
- State license: An Illinois beekeeping license should be submitted with the application, which is not an unusual requirement from other ordinances.
- Notice to neighbors-both sides of the aisle really felt this was important and the burden should be on the applicant to notify neighbors of his/her request to keep bees on a property and to let them know what to expect. An affidavit should be submitted with the application. All applicants must include the same information in their notice to neighbors. This should include education material and how to get help if a swarm is in their yard.
- City inspection: City staff should conduct an on-site inspection of the colony to ensure that all requirements have been met. The application/permit fee should cover the cost of inspection.
- Complaints: Neighbors should have information on how to notify the City of a complaint. Objective criteria should be established for determining a legitimate complaint.

Mr. Vann said as far as location; the City should determine where hives can be placed and will be good information for both prospective bee keepers and neighbors.

- Lot size: While many cities regulate lot size and they've used an acre as a benchmark, however this is not really the issue, the important factor is how far the hives are from the lot lines and seems to be critical based on the use of the property next door. The council, if they choose, can research the lot size.
- Number of colonies per lot: Staff recommends no more than 2 beehives.
- Location within the lot: Staff recommends that the 25 ft. setback be implemented in the ordinance, which would be where the hives are placed on the lot away from all lot lines. This will provide that buffer from the neighboring property owner for those bees to take flight and go where they want to go. He said there was a question regarding location for hives on roofs, he's personally never seen one, but those would have to follow the same regulations based in the ordinance.
- Number of housing units: Staff recommends only single family detached lots.
- Owner on site: Staff recommends that the owner of the hives must live on-site for accountability, maintenance and being able to contact them if there's any issue.
- Commercial locations: will not be a permitted use, only residential lots.

Mr. Vann then covered the characteristics of the hives:

- 6 upper boxes will be allowed, to get a total of 12 boxes.
- Water is a big factor; it will be required on the plan to show where it will be located and how it will be maintained.
- Flyway barriers-either a fence or heavy vegetation at 6 ft. high in between the lot and the hives, and staff recommends that the fencing is required and must be on the property lot line. The school dist. weighed in on the issue of hives connected to schools, playground and parks, and they felt the fence would adequately take care of that.
- Hives vs. houses-this is not meant to address bee houses, wild bees or any other type of insects.

Mr. Vann said staff was looking for guidance on how to handle the existing beehives, whether there's an amortization process or a grandfathered process.

Aldr. Lemke asked if there are common strains likely to be used for residential beekeeping, perhaps in this climate vs. the south. Tom Luppino-Roosevelt St.-Apis mellifera is the scientific name for honey bees, there's Carniola bees, Italians; there are a couple of varieties that beekeepers stick to that are all honeybees. If you're concerned about Africanized bees from the south, they don't live here so it's not a concern. Aldr. Lemke asked if there are strains more likely to swarm. Mr. Luppino said no, they're all likely to swarm, that means their population is built up really well and nature says I need to split this hive so I can make another hive as everybody wants to reproduce. The original queen takes off with about half the population of the existing hive, and the hive left over makes a new queen and the swarm congregates in an area to figure out where they want their next place to live, and when they do that they gorge themselves with honey to survive the trip, so they can't even really sting you because their stomachs are so full.

Aldr. Payleitner asked why staff recommends commercial properties not to be permitted. Mr. Vann said because of the ability to maintain it; he doesn't think manufacturers or downtown businesses would

want to do that. Aldr. Payleitner said she was thinking more in particular to Clarke because she thinks they have beehives, and they are very environmental. Mr. Vann said if that's something we want to put in the ordinance that's certainly doable, this was really more focusing on the residential component of beekeeping. Aldr. Payleitner said she gets it; she just doesn't want them eliminated by saying not a permitted use.

Aldr. Lewis said it seems like a lot of regulations; we have 3 beekeepers in town. Mr. Vann said that's what the state of Illinois has recorded, there's probably a couple more not registered. Aldr. Lewis said but there's not an abundance within the city limits, and she asked if those that do have hives if it's a hobby or for profit. Mr. Vann said he's not sure but he thinks hobby.

Dave Pszczolkowski-4N620 Powis Rd, Wayne-is a beekeeper as a hobby and has 4 hives, said even though there are no regulations in St. Charles the Illinois dept. of Agriculture has regulations that all beekeepers must follow and nobody can have a bee colony or an apiary without being licensed; so it's kind of redundant to the statutes addressed here. There are people that do this professionally, but they have 100's of hives and they may have them in different states and areas, but most people do this as a hobby which is not an inexpensive hobby; a beginning beekeeper can easily spend \$2,000. Even a hobbyist is interested in something, either they have an apple orchard and they want to pollenate their trees, or they want the honey, he personally gives the honey away to friends and family, they are not making any money off of it.

Aldr. Stellato said he's been on the Council for a long time and have never had an issue with bees, didn't even know bee hives existed, and if they did, they weren't an issue. He asked if the Committee had been briefed as to why we are here even talking about this issue; it's because somebody was not responsible and therefor posed a danger to some of their neighbors, that's why we're all here tonight. Ms. Tungare said yes, they were made aware of the fact of why this conversation was happening in St. Charles, and in fact of couple of the individuals who were invited specifically to be on the committee were individuals who had been subjected to a beehive next door to them. Aldr. Stellato said it was heard that when the queen leaves and looks for another hive and if that person doesn't have another spot for the queen to go, in this case, they ended up in the neighbor's yard. He just wants to make sure everyone understands the issue and that's why we're here tonight and he feels there's not enough regulations and this issue is in front of us today and we need to stop this from happening in the future. Aldr. Lemke said he was surprised that there were 3 or 6 locations where there seems to be 1 problem where there was swarming and close to the neighbors fence. Aldr. Stellato said one of the regulations is a water source provided at the hive and he asked who is going to regulate that, Bob Vann. Mr. Vann said inspection wise yes, but we will only see it when we're there, but he's not looking to be the bee police, which is where his question come in as far as an annual permit. Aldr. Stellato said if a water source is not kept readily available the bees will go to the neighbor's yard and as a neighbor I don't want them in my yard, and somebody else has that right too. Mr. Vann said that another reason why we decided that the owner of the property has to be more responsible to make sure that happens. Aldr. Stellato said he thinks it's an admirable hobby and he doesn't have a problem with it, it's when it affects somebody else and then comes in front of committee, and that's why we're here. Ms. Tungare said that's why the permit process will come in; it gives us the tools for enforcement. If we are issuing a permit and there is a complaint or 2 and there are objective criteria that establishes that someone is not coming into compliance then it will be a violation of the regulations that are in place. She said what is unusual about this topic is that it was spearheaded due to concerns and complaints from the constituent; otherwise we would not be having this conversation about beekeeping in residential areas.

She recommended that committee give staff some feedback to develop an ordinance, and if we could go more conservative with the criteria we will gain some experience from staff's perspective. One of the criteria she suggested was limiting this to a lot of 1 acre or more to allow us to get the experience under our belts, because she is not going to pretend to be an expert on bees, this was a learning process for staff as well. Mr. Vann presented a palette of criteria here and it's a belt and suspenders approach but that's what she recommends; to adopt all of the criteria in terms of lot size, setback, permit process, training and number of hives.

Aldr. Lewis said when she said too many regulations, she meant who is going to enforce all this and that's her concern as far as paying staff to be beekeepers, and are there volunteers that have this as a hobby that will step up and go do inspections, because she sees all these inspections for staff costing a lot of money. Mr. Vann said if we go down the road of writing an ordinance city staff would be the ones to enforce that because it'd become an agent of the government. Aldr. Lewis said who would be trained in the city to know what they're supposed to be doing with the hives. Mr. Vann said that's the criteria he laid out as far as violations; do they have a barrier, are the hives in the setback, etc., not the actual keeping of the bees, we cannot regulate that, other than the location of the hive, barrier's etc. things that we can point to on the ordinance to say you're not doing that and we can then enforce that.

Aldr. Payleitner asked if the state statute was consulted as the ordinance was put together. Mr. Vann said state statute as he knows it is the Dept. of Agriculture, he hasn't read it all the way through, but he doubts they regulate the distance of property lines, number of hives, etc. Aldr. Payleitner said she knows we have incorporated state statutes for our prior safety and then tuned it to our town and she wondered if that was a possibility as well. Mr. Vann said he doesn't know we want to go down the road of regulating the Dept. of Agriculture. Aldr. Payleitner asked if somebody violates that, who polices that. Ms. Tungare said that's why we would require the permitting process, so they can show us that they are registered. Aldr. Payleitner said so we can hopefully assume that the state has done some sort of inspection before they grant that.

Aldr. Gaugel said he thinks the bulk of this is good but the 6ft. high fence and the 25 ft. setback have him a little stuck, if you look at our residential zoning districts that really only allows for the 3 largest, the others require a rear setback, the smallest is 32 ft., so you'd have 5 ft. off the back of your property to have a hive, which is fairly impractical, and for somebody who wants to set a hive up they now are required to put in a 6 ft. fence. He understand the flight but he bets that if the neighbor has a really tasty flower garden, the bees are going in there anyway, so it seems a little arbitrary to him and he thinks it will be tough to enforce. It's almost as if we're saying unless you already have a fenced yard, it would be cost prohibitive for somebody to put a fence around their yard too. You look at the side setbacks as well and it limits us to RE-1, RE-2 and RS-1 are really the only properties that would make it comfortable for someone to operate a hive within, and he would almost say pick the zoning to where we want to limit it; he's not in favor of that but it seems like that what these restrictions are putting in. he said he wouldn't be in favor of the annual permit, it seems like a lot of maintenance as well as an unnecessary fee for responsible hive owners, and he wouldn't be opposed to one-time with duration on it (5-10 years). His preference would also be to grandfather all current hive owners in, and anybody new would then have to abide by any restrictions, if that how we choose to go forward.

Aldr. Silkaitis said he disagrees with grandfathering because it's not fixing the problem that's there now, and he's not in favor of grandfathering and he thinks an acre lot is a good idea and he'd rather go every year because with anything, people will slack off. He said he believes there are more than 6 beekeepers in St. Charles and those are the ones he worries about, all the ones that do not know what

they are doing. He's not in favor of grandfathering, he likes the minimum of an acre, the setbacks are a good idea, and as far as the fence, if you have an acre lot that's not an issue.

Aldr. Payleitner asked if the fence is required around the hive, not necessarily the whole property. Mr. Vann said the school dist. weighed in on the boundary of that lot for park and school, so we have to be consistent as to how we will enforce this; we can't do it for some lots and not the others. Aldr. Payleitner said the picture seemed to be just the hive enclosed. Mr. Vann said the recommendation is the rear yard lot lines. Aldr. Payleitner asked how we grandfathered the chicken ordinance. Mr. Vann said we didn't, we never disallowed chickens, we just put in regulations. Aldr. Payleitner said we have never disallowed beehives either, so did we just move forward with requirements for all the chicken owners. Mr. Vann said we allowed chickens but there were no standards based on the current orders at that time. Aldr. Payleitner said but if somebody had 12 chickens, did we tell them it had to limited down to our requirement. Ms. Tungare said we gave them a period of time to relocate their chickens, but there are a lot of differences between bees and chickens, chickens were easier to regulate than bees that why with the bees we are going through the lot size, setbacks and fencing because we don't know what we are getting ourselves into. Aldr. Payleitner said ultimately we are all in agreement that its committee's job to make sure people are good neighbors and people can be assured that they have good neighbors, and that's really important here in this bee conversation. We live in town, and some of our neighborhoods are pretty dense, so we have to help people be good neighbors.

Aldr. Lemke said the thing that he's noticed, compared to what's been researched, it would appear that the licensing and the training that would be required for licensing and then there wouldn't need to be inquiry other than the same things that you would do with a lot size, fence or something to that affect. It does seem that we've had people there that may not comply and there may be some arrangement for amortizing if you have a nonconforming lot with 1 stack then we shouldn't be looking at 2 stacks.

Aldr. Turner asked if the city has any liability in case there is an attack or swarm because we don't have an ordinance. Attorney McGuirk said his best guess is no, he thinks we'd be immune from a problem with that. Aldr. Turner asked if that's because we don't have an ordinance. Attorney McGuirk said no it's because we enjoy sovereign immunity as a municipality. Aldr. Turner said he's not a fan of this at all, but if this goes forward and we have to have liability, he want to be sure we sustain our sovereign immunity on this and he recommends putting it in an ordinance, if we go that way.

Aldr. Stellato said he and Aldr. Silkaitis have an issue in their ward where we do have somebody who's caused a problem and if we said grandfathering for the people who are good beekeepers and don't have any complaints against them, but if somebody does get a complaint against them then they immediately have to comply or get rid of the hives. He asked if Aldr. Gaugel was more comfortable with that, because that would be a compromise and a way to address the issue in his ward. Aldr. Gaugel said he would be more comfortable with that and he appreciates the consideration, and he would be amenable to that in terms of the grandfathering but is still hung-up on some of the other restrictions, because to his knowledge it's just that one complaint that brought us here in the first place. He said he was made aware of a few others in the 4th ward that he subsequently went out and visited the hives and they don't comply with much of these, he's not sure if those are some of the 6 registered with the city or not, but they are not problems, he even spoke with their neighbors and there's no problems. He said yes he would be amenable to that; however it's some of the other stuff he has a problem with. Aldr. Stellato asked if they're grandfathered in would they be able to stay the way they are. Aldr. Gaugel said yes,

unless they have a complaint, and he hopes our phones don't light up with complaints over the next day.

Aldr. Lewis said she doesn't go along with the grandfathering and she feels it should be amortized in over a period of time. She asked if this is something we could put a 3 years and we'll take a look at it and see if it needs to be changed, tweaked or revisited to see if it's working seeing as though we are breaking new ground here, with the idea that we will come back and look at it. Ms. Tungare said absolutely, we can write that into the ordinance to where the council could set a deadline in which staff is to bring it back in about 3 years and revisit it. Aldr. Stellato said if this gets passed and then it gets a sunset clause 3 years later. Aldr. Lewis said no necessarily sunset, she not saying for it to just go away, but maybe it's really not working or needs to be changed, or working better than we thought. Ms. Tungare said we have done this with other programs, in about a year or so if an ordinance has passed, we can come back and give the council an update on how things are going, our enforcement process, what has been working well, what has not been working well, how many beehives exist in town, how many have been amortized, how many came into compliance and how many went away; we can set it up to do that. Aldr. Lewis said keep it a little more fluid in the beginning to keep a close eye on it.

Aldr. Lemke said knowing this is new ground he would defer to the 1 year review.

Aldr. Lewis noted that she doesn't like the rooftops; she's not sure why the hives would be up there.

Mayor Rogina said there's been a lot of work done by staff, committee and so forth; it's been very good. He would submit, given our history here, that most of the beekeepers in our community have been abiding by everything, and to Aldr. Stellato's point we have had absolutely no problem except in one circumstance. This is challenge, and is there a way legally and logically to settle that matter to get it under control to leave the rest of our beekeepers to keep doing their thing, because they're doing it well. All the best practices that are being pointed out by staff; he thinks most of the beekeepers are doing all of that and we do not have any complaints, beside this one issue that needs to be settled. Aldr. Stellato said he would almost suggest a "but for" ordinance, but for a complaint against somebody who has an existing hive, everybody else who has one already is grandfathered in, he personally doesn't have a problem with that, they can keep doing what they're doing. But we need some teeth in our ordinance that if there is a complaint against somebody, in our case there is that person then has to comply with the new ordinance which is minimum 1 acre lot and all the other applicable ordinances regulations that we are regulating tonight. It's a matter of letting the beekeepers that are doing their job keep going, it's a compliment that we haven't heard anything about it, but those that are not following the rules there has to be some teeth that we can use to protect the neighbors that are threatened and in a dangerous situation; he's trying to mix them both together.

Chairman Bancroft said wouldn't the teeth of this ordinance be the revocation of a permit, you can't do it. Aldr. Stellato said unless there grandfathered in, that's his point, what do you do about the grandfather. Chairman Bancroft said he thinks those that are grandfathered are still going to have to some level of permitting, any new hives would need a 1 acre minimum and a cap, but if you grandfather an existing one, the bad behavior piece he agrees with, but the way you will police the bad behavior piece of it is through the permit. In affect the revocation of a permit would be the repercussion for bad behavior. Aldr. Stellato asked if there were enough information here for the city Attorney to draft an ordinance. Attorney McGuirk said what he is hearing is a 1 acre minimum wherever those apply in the city, grandfathering in those who presently exist. Mr. Vann said if we're

going to set some standards of future beekeepers with some kind of provision to penalize the existing beekeeper, existing beekeepers are going to need to have a permit, because if we're going to take away that permit and that right and we get complaints, that the only tool we'll have. Aldr. Stellato asked if they just need to register with Building & Code to get that permit. Mr. Vann said register and provide basic information, it then goes down as a grandfather clause with the provision of complaints and then you have to follow the rules. If we don't have any problems with any beekeepers and they don't have any problem with the period of time to come in for a permit, and after that period of time they don't come for that permit, we can do a pre-permit, he just needs the address of where those bees are. Aldr. Stellato said he has no problem with that. Aldr. Lemke said that permit would also include the license from the state of Illinois, so we're all in the same place.

Chairman Bancroft clarified that with respect to existing beekeepers now who had a grandfathering concept may apply to some of the physical aspects of what we're requiring here that are impossible to comply with, but things like making water available and whatever it takes to be a good keeper, all of those things will still be part of the permit that this person has issued, and can be revoked if they misbehave. Aldr. Lewis said then they're not grandfathered in, are they. Chairman Bancroft said for example, if the ordinance says 1 acre lot and you only have a .5 acre lot, they're grandfathered in.

Aldr. Turner said to Mayor Rogina's point; putting all these regulations in and given that they already have a permit or license from the state, couldn't we just move this under the nuisance ordinance somehow, to not have a whole beekeeping ordinance. Mr. Vann said it's not a defined nuisance like a barking dog or a dog off its leash, he doesn't know how bees would be regulated, it would be tough.

Ms. Tungare said committee has given us some direction here and if we could get a recommendation to come back with an ordinance at the Council meeting on May 1st, or it could be brought back to Committee. Committee agreed the sooner the better. Ms. Tungare said staff would work with the city attorney to draft an ordinance to bring to Council. After the ordinance has passed staff will work on the procedure aside of it in terms of the permitting process.

Aldr. Stellato announced to the audience that the Council meeting will be May 1st and that they can check the website the Friday before to look at the ordinance.

Aldr. Gaugel said it seems at the end of the conversation here that the 1 acre seemed to have gotten a benchmark, that's not what's been suggested or proposed here. Aldr. Stellato said that's for any new hives. Aldr. Gaugel said that's not what this is saying, it says minimum of 2 hives per property, minimum distance of 25 ft. from lot lines permitted in the rear yard only; that's not an acre property. Ms. Tungare said that's one of the criteria that you could be adopting, we just gave some examples. Aldr. Gaugel said he understands that, but his point is that he is not in favor of that, that's very very restrictive. He feels what's here is already quite restrictive for who could have a hive on their property, and he's not even in favor of that, but then to even go to an acre. How many residential acre properties do we even have in the city limits, and how many of those have beehives, we'd basically be saying "no beehives" if we put it to an acre. Aldr. Silkaitis said that's right, if you look at it more than half the community is banned and not right, so we're not doing anything that's new, we're just modifying with common practice to what we think fits St. Charles.

Dave Pszczolkowski-4N620 Powis Rd.-said they only way good judgement can be made is by education and something that was mentioned earlier; bees go where the flowers are and if you have an ordinance a

square mile (640 acres) it's not going to be enough for the bees. Bees go at a minimum 1- 2 miles from its hive for nectar, and even if there were no beekeepers in St. Charles everybody will have bees in their yard. 300 years ago there were no bees naturally there were other pollinating insects, the bees will be there in everybody's yard whether their beekeepers or not.

Tom Moldenhauer-owner of TGM Insurance Agency-St. Charles-he's a personal and commercial insurance agent for 30 years and one of his area of expertise is he insures over 500 beekeepers across the country and he insures anyone from a 2 hive operation up to 1,000's of hives operation. The vast majority of the people he insures are hobbyist and in order for them to enter the public and sell their honey they have to buy a separate liability insurance policy; which they do because they can't sell at that place without it. In the 30 years he's been doing this the one thing is they do it for the love of it, they're not doing it to make money, so as far as the water being put out or maintaining the hives, if they don't the bees will not survive. Every year they pretty much have to buy more bees because of disease, mites and bee die off right now is happening at an astronomical rate, so the more and more money they have to spend there just going to abandon us because his insurance costs \$350 per year for a \$ million liability policy. In the 30 year period he's been doing it he's had 1 claim regarding stings; a boy on a far property kicked over a hive, he was stung and had to go to the hospital, interestingly enough he sued and lost because of what he did. The single small operating beekeepers are very dedicated and are members to the Fox Valley Beekeeping Assoc. or Windy City Beekeeping Assoc. and go to meetings every month and are educating themselves on what they're doing. It's an eclectic group of people that he really enjoys working with over the years and he is sure he insures all the beekeepers in St. Charles so he knows who they are and he knows the passion they have for this and it upsets him that 1 incident would take away something that's been going on in St. Charles for decades without anybody even knowing about it.

Aldr. Payleitner said if there's only been 1 claim in 30 years, what does he insure against. Mr. Moldenhauer said a couple different areas; he covers the hives themselves, he's had an instance with a grass fire that burned all the hives, he's also had claims not associated with stings, like making candles and the candle failed and burned the house down. Another was at a farmers market an elderly woman tripped over a tend stake and hurt her shoulder to the tune of \$350,000. Aldr. Payleitner said though he would be able to tell us something else in terms of the safety of bees. Mr. Moldenhauer said the policy's he writes are actually commercial agriculture policies for his clients.

Tom Luppino-Roosevelt St.-said on the St. Charles visitors guide on page 44 there's a nice picture of local honey, and without local bees there wouldn't be local honey. He said he jogs in the park in the morning and there's signs with honey bees on them that say's "pollinator friendly-St. Charles parks", as well as signs coming into town "flower city designation" right when you come into town they are very proud of their pollinators and apparently honey bees, so there's just no fear of these things. The 1 acre is just too much, there's a lot of houses in his neighborhood that are on 50 ft. lots that be completely disallowed, and just because 50% of the communities around here banned beekeeping does not mean it's the right thing to do.

Dean Werner-1512 Jobe Ave.-said he was present this evening just to see the workings of this council and he has a small interest in beekeeping, but does not beekeep himself. He can see staff has put in a lot of work for committee to decide to develop an ordinance or not, but he also sees that in an attempt to make our fellow citizens good neighbors, he can't see a reason why we'd take such a situation and want to make an ordinance of it, if in fact there has been one complaint on beekeeping in this city. Again, he appreciates all the work that's been done thus far but he doesn't know that it needs to go any further to

spend his tax dollars enforcing and developing such an ordinance. Aldr. Stellato asked what teeth do you think we have then to enforce this complaint. Mr. Werner said he hear someone earlier mention a barking dog, now whether or not the police could approach an owner of a beehive and suggest that they're disorderly conduct, but he is certainly not a legal expert. Aldr. Stellato said that's why it's in committee's lap to create an ordinance that we have to enforce in order to make sure that doesn't happen again. Mr. Werner said there was also a comment made that there's no liability on the city if anything would happen to a fellow citizen regarding a mishap of a beehive. Aldr. Stellato said feel free to talk to the neighbors that were affected by it. Mr. Werner said he understands and appreciates the committee's time.

Terry Breen-Sunset Dr.-Thanked Committee for their time and looking over the ordinance and he sees the catch 22 committee is caught in. He reminded everyone how bees got here in the first place, by settlers who left the old country because they were overregulated, and now President Trump has said that we're overregulated and he asks the government agencies for every new rule they make, they eliminate 2 old rules.

Jody LaGessee-1518 S. Tyler-said she does agree with the 1 acre, she moved into her subdivision because it was in city limits and she wanted city services in an urban area. None of the lots in our subdivision are an acre and she did not want to live in a rural setting, and that's what it's slowly turning into. She understands bee numbers are dwindling and they pollinate everything, but there are no crops to pollinate in her neighborhood, only flowers, but this is affecting her life. She planted ½ the flowers last summer that she normally does because she wanted to see the difference in the bee population in my backyard, her yard abuts the beehives, and she had a whole lot more bees than normal. She's been stung once in the 30 years she has lived in St. Charles in her backyard, last year she was stung twice by honeybees, both on her arm, and she was nowhere near the beehive. She hates to put the kibosh on somebody's hobby, she has a hobby but crocheting doesn't infringe on anybody else's property, and the use of her backyard is now infringed upon because they can't use it. She has 2 1-year old grandsons, 1 she watches 5 days a week, the weather is coming now and the bees are waking up and she needs to be very careful with them in the backyard because there are more bees there than there used to be. She does we need bigger lots to put these on in a more rural setting because she didn't move to her house to live in a rural setting. In regard to the grandfathering, this will affect her and her concern is that if the people who have hives now are grandfathered in, does that mean as the population grows they have to add more stories to their hive and will they be limited to only having 6 by the regulation, or can they have more hives and more stories than people coming in.

Carol Schreiber-she served on the focus group which was an excellent experience and she learned a lot, but she also learned that there is a lot of things that need to be considered. She said this past weekend was a perfect example, it was warm and the children were out running the field behind her property playing hide and seek at night with flashlights and somebody is going to run into that hive, not on purpose, and somebody's going to get hurt. She has a niece, nephew and a next door neighbor that is highly allergic to bees and yes we can have domesticated ones that live in our neighborhood do it, but she was in her yard mowing and was stung 3 times in 1 day, and they were honey bees. This needs to be looked at, her Mom is 91 years old and has lived in St. Charles for almost 60 years and has been run off the patio by bees, this was only 1 summer, what will next summer be like. She wants committee to really think about this, we live in the city limits of St. Charles for a reason and do not want to have to deal with bees, beehives, or if an ordinance is past for goats or pigs or whatever; she doesn't live on an acre property but she thinks that's fair because it gives enough space for those who have beekeeping as a

passion to be able to do that passion. Her passion is being outside and enjoying her neighbors and her yard and she doesn't feel she can do that without a worry. Chairman Bancroft asked Ms. Schreiber if it was possible for the focus group to have reached a consensus. Ms. Schreiber said no, there was a lot of talk and a lot of learning, she suggested a setback of 100 ft., that was unreasonable so we compromised and she thinks any type of consensus would be very difficult and she wishes there would have been some other people on the committee that weren't directly affected. She and her neighbor were invited, and they appreciated it, but her neighbor has a small child that she can't let swim in a pool because it's a source of water the bees will come to. She thinks that maybe if some other members of the community were asked to consider something like that it might have been a bit different; there could have been a much more rounded thought.

Aldr. Lewis said both side make compelling arguments which is a little difficult, but we have acknowledged that there are other beekeepers in the city that we have not received complaints about. She's not sure there's any way of knowing that people do have beehives, if those people could be involved or the neighbors, because we do have a very real incident, she's not saying it's not.

Charles O'Neill-Naperville-has an issue with an ordinance and he thinks a lot more time and resource was put into this than probably should have. He's been a hobbyist beekeeper for 9 years now, bees are in his backyard and he's been stung about 5 times because he's gotten too close to his hive with the lawnmower. Honey bees do not attack people, yellow jackets do, and he doesn't know that St. Charles wants to be known as the city that doesn't promote beekeeping. The reason he is here is tonight is in hopes that committee doesn't enact an ordinance with full restrictions, perhaps we should be more concerned with the chemicals the lawn companies are using, that's a bigger threat going forward.

Aldr. Stellato made a motion to direct staff to draft an ordinance and bring it back to Council, seconded by Aldr. Silkaitis

Roll was called:

Ayes: Payleitner, Lemke, Stellato, Silkaitis

Absent: Krieger, Bessner

Nays: Turner, Gaugel, Lewis

Recused:

Motion carried 4-3

Ms. Tungare said an ordinance would be prepared and brought back to committee to be sure we have it right, rather than bring it directly to Council. Chairman Bancroft said he believes there was sentiment on this Council one way or the other to bring resolution to this, so he would fast track it. Ms. Tungare said staff would bring it to City Council.

- c. Plan Commission recommendation to approve an Amendment to Special Use for PUD for Meijer, 855 S. Randall Rd. (Meijer PUD).

Ms. Johnson said Callie Robertson of Anchor Signs has applied to amend the Meijer PUD ordinance in order to modify the permitted wall signage on the building. 5 wall signs are currently permitted per the PUD Ordinance; however 7 are mounted on the building now. The proposal is to allow 8 wall signs and this amendment would bring existing signage into compliance and would also allow for an additional signs for a pharmacy drive-up to be installed in the future. Plan Commission held a public hearing and

voted unanimously to recommend approval of the amendment with the condition that the pharmacy drive-up sign be installed only after/if the pharmacy drive-up is constructed.

Aldr. Stellato made a motion to approve an Amendment to Special Use for PUD for Meijer, 855 S. Randall Rd. (Meijer PUD), Seconded by Aldr. Turner. Approved unanimously by voice vote.

Motion carried. 7-0

- d. Plan Commission recommendation to approve a General Amendment to Title 17 of the St. Charles Municipal Code (Zoning Ordinance) pertaining to yard encroachments for pergolas and sports courts.

Ms. Johnson said staff is proposing the 2 amendments which relate to the permitted encroachments table in the zoning ordinance; that table lists where structures other than the principal structure can be placed within the required yard setbacks. The first proposal is to allow pergolas up to 3 ft. from the interior side property line in the RT-traditional residential zoning district and the CB2 zoning district. Currently pergolas are allowed up to 3 ft. from the rear lot line, but are not allowed within the interior side yard and the amendment would allow pergolas up to 3 ft. from the interior sideyard. The RT zoning district comprised the city's older neighborhoods surrounding downtown where lots are generally smaller and narrower than those in other residential districts; so due to these lot characteristics side yards are generally used to a greater extent in these neighborhoods, so it seems logical to also therefore permit pergolas in that area.

Staff is also proposing to change the permitted encroachment table for sports courts, which currently lists tennis courts, to more general sports courts in order to clarify the location restrictions for all types of sports (basketball, tennis, ice rinks); currently regulations for other type of courts, other than tennis, aren't addressed. The proposal clarifies that all type of sports courts are permitted just up to 10 ft. from the rear property line and are not permitted in the other yards. Plan commission had a public hearing and voted unanimously to recommend approval, with the condition that a pergola directly adjacent to a principal structure be allowed to encroach up to 8 ft. into the front or exterior sideyard in the RT zoning district. Their rational for that was open porches are allowed to encroach up to 8 ft. into the front and exterior side yards, so it's logical that the same be allowed for a pergola that is essentially attached to a house and functions like a porch.

Aldr. Lewis asked if this refers to basketball hoops on garages. Ms. Johnson said no.

Aldr. Stellato made a motion to approve a General Amendment to Title 17 of the St. Charles Municipal Code (Zoning Ordinance) pertaining to yard encroachments for pergolas and sports courts., Seconded by Aldr. Silkaitis. Approved unanimously by voice vote. Motion carried. 7-0

Mayor Rogina thanked Chairman Bancroft for moderating this committee for the last 2 years, obviously proven tonight that this is one of our most complex committees with a lot of complex issues and he things he has done a masterful of moderating it; sometimes showing a bit of Socrates in him and for that he, as well as staff, thanks him.

4. ADDITIONAL BUSINESS-None.

5. EXECUTIVE SESSION-None.

6. ADDITIONAL ITEMS FROM MAYOR, COUNCIL, STAFF OR CITIZENS-None.

7. ADJOURNMENT- Aldr. Turner made a motion to adjourn at 9:04 pm. Seconded by Aldr. Silkaitis. Approved unanimously by voice vote. Motion Carried. 7-0