

AGENDA
ST. CHARLES CITY COUNCIL MEETING
RAYMOND P. ROGINA, MAYOR

TUESDAY, SEPTEMBER 5, 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**
 - Presentation of a Proclamation Declaring September 9th as Lazarus House 20th Anniversary in the City of St. Charles.
 - Presentation of a Proclamation Declaring September 23rd as Gold Star Mission Day in the City of St. Charles.
 - Presentation of a Proclamation Declaring the Month of September as Pediatric Cancer Awareness Month in the City of St. Charles.
 - Presentation of a Proclamation Declaring the Month of September as National Suicide Prevention Awareness Month in the City of St. Charles.
 - Presentation of a Proclamation Declaring September 11th through September 15th as Chamber of Commerce Week in the City of St. Charles.
 - Presentation of recognition from Theresa Heaton Facilitator of the Kane County Breastfeeding Coalition to the City of St. Charles, Human Resources Department.
 - Presentation of Awards to Officers of the St. Charles Police Department by Police Chief Keegan.
- 6. Omnibus Vote. Items with an asterisk (*) are considered to be routine matters and will be enacted by one motion. There will be no separate discussion on these items unless a council member/citizen so requests, in which event the item will be removed from the consent agenda and considered in normal sequence on the agenda.**
- *7.** Motion to accept and place on file minutes of the regular City Council meeting held August 21, 2017.
- *8.** Motion to approve and authorize issuance of vouchers from the Expenditure Approval List for the period of 07/31/2017 – 08/13/2017 the amount of \$7,441,176.50.

I. Old Business

- A.** Recommendation to select the Rt. 31 and Red Gate Road site as the new location for the Police Facility.

II. New Business

- A. Presentation of **Resolution** to Accept the Real Estate Owned Purchase and Sale Agreement between Plank Road, LLC and the City of St. Charles.
- B. Details regarding the upcoming “Dash in the Dark 5K” taking place on Saturday, October 14, 2017, 7 am to 11 am at Bethlehem Lutheran Church Located at 1145 N. 5th Avenue – Information Only.
- C. Recommendation for Approval of Street Closure and Amplification for the 2017 Blocktober event to take place on Sunday, October 29th 11:30 am – 2:30 pm.

III. Committee Reports

A. Government Operations

- *1. Recommendation to approve Funds Transfer **Resolution** authorizing budgeted transfers in the aggregate amount of \$3,873,739.41 for debt service payments and miscellaneous transfers.
- *2. Motion to approve a proposal for a new Class B liquor license for Sushi Diva Japanese Restaurant to be located at 2400 E Main Street Unit 107A, St. Charles (former Shima’s Sushi location).
- 3. Motion to approve a proposal for a new Class B3 liquor license for ABHY, Inc., dba St. Charles Shell, located at 307 W Main Street, St. Charles.
- *4. Motion to approve a proposal for a new Class B license for Eden on the River restaurant to be located at 1 Illinois Street, St. Charles (former Charleston on the River location).
- *5. Motion to approve an **Ordinance** Amending Title 5, Entitled “Business Licenses and Regulations” Chapter 5.08, “Alcoholic Beverages”, 5.08.230, “Licensed Premises – Location Restrictions” of the St. Charles Municipal Code.
- *6. Motion to approve closing Parking Lot J and the 100 Block of Riverside Drive from 7 am to 4 pm for Fire Department Open House Events.
- *7. Motion to approve City staff to execute an agreement with Harris Computer Systems for CityView software upgrade services for a not-to-exceed cost of \$158,708.
- *8. Motion to approve the City Administrator and Finance Director to execute an agreement with Paymentus Corporation to provide customer payment processing services to the City.
- *9. Motion to approve a **Resolution** authorizing the Mayor and the City Clerk of the City of St. Charles to approve the award of a 2017 Ford F-550 XL 4X4 Chassis Cab To Currie Motors (SPC Contract), and Truck Equipment Body Modifications to Monroe Truck Equipment (NJPA Contract) and Sell Replaced Vehicle #1740 2003 F-550.
- *10. Motion to Approve a **Resolution** Authorizing the Mayor and the City Clerk of the City of St. Charles to Approve the Award of a 2017 Ford F-350 XL 4X4 Chassis Cab, With Knapheide body Modifications/Tommy Lift Gate, to Zimmerman Ford and Sell Replaced 2009 Ford F-550 4X4 Vehicle #1879.

B. Government Services

- *1. Motion to approve Downtown St. Charles Partnership Request for Amplification and to close 1st Street to Host Lighting of Lights in the 1st Street Plaza.
- *2. Motion to approve Amplification and a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to approve the Closure of Routes 64 and 31 for the Electric Christmas Parade.

- *3. Motion to an **Ordinance** Amending Title 10 “Vehicles and Traffic”, Chapter 10.11 “Rules of the Road”, Section 10.11.2100 “Intersections Where Stop or Yield Required”, of the St. Charles Municipal Code.
- *4. Motion to approve a **Resolution** awarding the Bid for Water, Sanitary Sewer and Storm Sewer Underground Point Repairs to Archon Construction for Fiscal Year 2017/2018.
- *5. Motion to approve a **Resolution** awarding the Bid for the 2017 Sanitary Sewer and Storm Sewer Lining Program to Hoerr Construction for Fiscal Year 2017/2018.
- 6. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to approve Notice of Award to IHC Construction Companies for the Phosphorus Removal and Digester Improvements Project.
- 7. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to approve Notice to Proceed and Contract Agreement to IHC Construction Companies for the Phosphorus Removal and Digester Improvement Project.
- *8. Motion to approve a **Resolution** Awarding a Contract Extension for the Fall 2017 and Spring 2018 Parkway Tree Planting Program to Pederson Company.
- *9. Motion to approve a **Resolution** awarding the Bid for the IL Route 31 Storm Sewer Improvement Project to J & S Construction Sewer and Water, Inc.
- 10. Motion to approve a **Resolution** to Waive the Formal Bid Procedure and approve Contract for the Public Works and Inventory Control Parking Lot Paving Improvements to Geneva Construction.

C. Planning and Development

- *1. Motion to accept and place on file minutes of the August 14, 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)

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

10. Adjournment



City of St. Charles
ILLINOIS

Proclamation

Lazarus House 20th Anniversary Celebration St. Charles, Illinois

- WHEREAS,** Lazarus House, which was founded 20 years ago by a group of concerned citizens under the leadership and direction of Darlene Marcusson as a 501(c)3 not-for-profit emergency homeless shelter located in St. Charles; and
- WHEREAS,** Lazarus House is open 24 hours a day, 365 days a year, to all men, women and children who have a connection to St. Charles, Geneva, Batavia and western-rural Kane County and whose mission is “to offer guests connected to our communities who are homeless or in need, hope for the future by providing hospitality, food, safe shelter, and education – tools for life. May all who enter feel the love of Jesus”; and
- WHEREAS,** Lazarus House provides assessment and case management services to address employment needs as well as problems that cause homelessness, and referrals to a variety of professional resources as appropriate to address mental health, substance abuse and health or other issues; and
- WHEREAS,** Lazarus House’s Center for Transitional Living program provides individual rooms, space for families to stay together and increased supportive services to address the unique problems that families face, and a more specialized case management plan to meet the need of families with the goal of attaining permanent independence; and
- WHEREAS,** Lazarus House’s Outreach program provides one-time rent, mortgage and utility assistance to help families attain or retain housing; and ongoing rental subsidy; personal budget assistance; referrals to other community resources, case management; and Lazarus House continues to meet its goal of giving all those coming through its doors a hand up rather than a hand out; and
- WHEREAS,** Lazarus House is a resource to those living independently in our community who are food insecure, by providing three meals per day/seven days per week, and serves as a crisis line to those calling who are in need of direction to vital resources; and
- WHEREAS,** 20 years ago our community’s eyes and hearts were open to our homeless neighbors, and since that time Lazarus House has served as a sterling model of community-based support with its approximately 1900 volunteers annually, and their consistent demonstration of compassion and generosity.

NOW, THEREFORE, I, Raymond P. Rogina, Mayor of the City of St. Charles, along with the St. Charles City Council, do hereby proclaim that September 9th, 2017, shall hereby be known as the Lazarus House 20th Anniversary Celebration in the City of St. Charles.

SEAL:

Raymond P. Rogina, Mayor



City of St. Charles
ILLINOIS

Proclamation

Gold Star 500
September 23, 2017

- WHEREAS,** **The Gold Star Mission** is a nonprofit organization that seeks to Honor and Support Gold Star Families by preserving the memory of our Fallen Heroes through service to others in need; and
- WHEREAS,** The term Gold Star Family is a modern reference that comes from the Service Flag, which was first flown by families during World War I. The flag included a blue star for every immediate family member serving in the armed forces of the United States, during any period of war or hostilities in which the armed forces of the United States were engaged. If that loved one died, the family replaced the blue star with a gold star, informing members of the community the family paid the ultimate price in support of our freedom; and
- WHEREAS,** **The Gold Star Mission** was established in 2017 in Springfield, Illinois after several veterans and friends, moved by stories of the Gold Star Families that lost a loved on in Afghanistan or Iraq, took action to help others in need. What started as a desire to provide scholarships for surviving children has evolved into widespread effort to assist Gold Star Families and others in need to preserve the memory of our Fallen Heroes; and
- WHEREAS,** Currently, the Illinois National Guard has had 34 Soldiers and Airmen killed in action since September 11, 2001; and
- WHEREAS,** St. Charles is home to the family of the first National Guard killed in action in the Global War on Terror, Staff Sergeant Jacob Frazier. Staff Sgt. Frazier exemplified the Army Values of Loyalty, Duty, Respect, Selfless Service, Honor, Integrity, and Personal Courage; and
- WHEREAS,** **The Gold Star Mission** pays tribute to fallen heroes and their families. Enlists public assistance in support of Gold Star families. Provides unique programs honoring the fallen heroes. Encourages selfless service. Provides an opportunity to ensure that these service members' names live on forever, their sacrifice having created opportunities to enrich the lives of others; and
- WHEREAS,** *We must Never Forget.*

NOW, THEREFORE, I, Raymond P. Rogina, do hereby proclaim September 23, 2017, as **Gold Star Mission Day** in the City of St. Charles, and I urge all citizens to remember the fallen across our nation, and to recognize the Gold Star families of the fallen in our community and honor the memory of all Gold Star families of every war.

SEAL:

Raymond P. Rogina, Mayor



City of St. Charles
ILLINOIS


Proclamation

Pediatric Cancer Awareness Month September 2017

- WHEREAS,** pediatric cancer is a terrible disease affecting over forty thousand children each year, forty-three children will be newly diagnosed with cancer today; and
- WHEREAS,** only four percent of our government's cancer research funding is allocated to pediatric cancers; and
- WHEREAS,** increased awareness and understanding by the public, healthcare providers, and policymakers of the limited research and drugs available to children battling cancer and its impact on each child's quality of life, may increase the funding for pediatric cancer research; and
- WHEREAS,** children with pediatric cancer and their families have a right to better treatments with less late-effects, such as infertility, heart failure and secondary cancers; and
- WHEREAS,** Cal's Angels, a non-profit 501c3 charitable organization, has made part of their mission to advocate for pediatric cancer awareness, research for better treatments, and family support through wishes and financial assistance.

NOW, THEREFORE, I, Raymond P. Rogina, Mayor of the City of St. Charles, do hereby proclaim the month of September, 2017, as **Pediatric Cancer Awareness Month** in the City of St. Charles and urge all citizens to support the search for a cure and assist those individuals and families who deal with this devastating illness on a daily basis.

SEAL:


Raymond P. Rogina, Mayor



City of St. Charles
ILLINOIS


Proclamation

National Suicide Prevention Month September 2017

- WHEREAS,** September is known as **National Suicide Prevention Awareness Month** which helps promote resources and awareness around the issues of suicide prevention. It teaches how to help others and how to talk about suicide without increasing the risk of harm; and
- WHEREAS,** Suicidal thoughts can affect anyone regardless of age, gender or background; and
- WHEREAS,** Suicide is the third leading cause of death among young people; and
- WHEREAS,** St. Charles, Illinois is no different than any other community in the country, but chooses to publicly state and place our full support behind local educators, mental health professionals, athletic coaches, pack leaders, and parents, as partners in supporting our community in simply being available to one another; and
- WHEREAS,** local and national organizations like Suicide Prevention Services are on the front lines of a battle that many still refuse to discuss in public; and
- WHEREAS,** the youth of our community should understand that throughout life's struggles we all need the occasional reminder that we are all fighting our own battles; and
- WHEREAS,** I encourage all residents to take the time to inquire as to the wellbeing of their family, friends, and neighbors over the next few days and to genuinely convey their appreciation for their existence by any gesture they deem appropriate.

NOW, THEREFORE, be it resolved that I, Raymond P. Rogina, do hereby proclaim the month of **September 2017**, as **National Suicide Prevention Awareness Month** in the City of St. Charles

SEAL:


Raymond P. Rogina, Mayor



City of St. Charles
ILLINOIS

Proclamation

CHAMBER OF COMMERCE WEEK 2017

WHEREAS, the **ST. CHARLES CHAMBER OF COMMERCE** works with the businesses, merchants, and industry to advance the civic, economic, industrial, professional, and cultural life of the City of St. Charles; and

WHEREAS, **CHAMBERS OF COMMERCE** have contributed to the civic and economic life of Illinois for 179 years since the founding of the Galena Chamber of Commerce in 1838; and

WHEREAS, this year marks the 98th anniversary of the founding of the Illinois Chamber of Commerce, the state's leading broad-based business organization; and

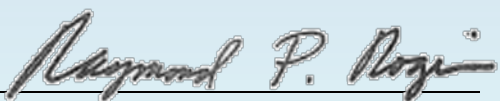
WHEREAS, the **CHAMBER OF COMMERCE** and its members provide citizens with a strong business environment that increases employment, the retail trade and commerce, and industrial growth in order to make the City of St. Charles a better place to live; and

WHEREAS, the **CHAMBER OF COMMERCE** encourages the growth of existing industries, services, and commercial firms and encourages new firms and individuals to locate in the City of St. Charles; and

WHEREAS, the State of Illinois is the home to International Chambers of Commerce, the Great Lakes Region Office of the U.S. Chamber of Commerce, the Illinois Chamber of Commerce, and more than 400 local Chambers of Commerce.

THEREFORE, I, Raymond P. Rogina, Mayor of the City of St. Charles, so proclaim **September 11 through September 15, 2017, as CHAMBER OF COMMERCE WEEK** in St. Charles and call its significance to the citizens of the City of St. Charles.

SEAL:


Raymond P. Rogina, Mayor

**MINUTES FOR THE MEETING OF THE ST. CHARLES CITY COUNCIL
HELD MONDAY, AUGUST 21, 2017 – 7:00 P.M.
IN THE CITY COUNCIL CHAMBER, CITY OF ST. CHARLES
2 E. MAIN STREET, ST. CHARLES, IL 60174**

1. **Call to Order** at 7pm by Mayor Rogina
2. **Roll Call.**
Present – Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Gaugel, Vitek, Lewis
Absent – Bessner
3. **Invocation** by Ald. Payleitner
4. **Pledge of Allegiance** by Ald. Payleitner
5. **Presentations**
 - Swearing in of Officers Justin Bennett and Joshua Rowoldt to the City of St. Charles Police Department.
 - Presentation from Diana Brown the Chair of the Art in Public Places (AiPP) Task Force and Elizabeth Bellaver from the St. Charles Arts Council to discuss the AiPP Project.
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 by Ald. Stellato and seconded by Ald. Silkaitis to accept and place on file minutes of the regular City Council meeting held August 7, 2017.**
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Gaugel, Vitek, Lewis
NAY: 0 ABSENT: Bessner MOTION CARRIED
- *8. **Motion by Ald. Stellato and seconded by Ald. Silkaitis to accept and place on file the Treasurer's Report for periods ending May 31, 2017, June 30, 2017, and July 31, 2017.**
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Gaugel, Vitek, Lewis
NAY: 0 ABSENT: Bessner MOTION CARRIED
- *9. **Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve and authorize issuance of vouchers from the Expenditure Approval List for the period of 7/17/2017 – 7/30/2017 the amount of \$1,898,867.53.**
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Gaugel, Vitek, Lewis
NAY: 0 ABSENT: Bessner MOTION CARRIED

I. Old Business

- A.** Recommendation from Chief Keegan to approve and extend the original dates for “Unwind Wednesday” via a temporary E-4 Liquor License September 6, 13, 20 and 27, 2017, as well as Saturday, September 16, 2017 as the “Half Way to St. Patrick’s Day”. Motion by Ald. Turner and seconded by Ald. Bancroft.

Shay Clark – 109 W. Main Street, St. Charles, IL Representing McNally’s

Mayor Rogina – I would like to start with the council, we’re in council mode here, not committee mode. The motion here is an amendment to the main motion that was passed, as the Chief indicated several months ago, so as far as procedure is concerned, that’s how we’re handling this. I’ll start with questions from the council.

Alderman Payleitner – Mr. Clark, you run a very tight ship. I’ve experienced this diligence personally. I have attended many, I didn’t realize that you had so many rainouts; maybe that’s why I didn’t go to those. The gentleman in charge of wristbands was stopping people with ginger ale. It was a lovely event. I was looking for violations and nothing! Just the opposite and I’d like to compliment you on that. I know back when, you requested all the extra dates and we talked about it being a possibility, if for example, rain days, that you might be wanting to add those dates. No issue whatsoever. My concern, thought, is with the added on “Half way to t. Patrick’s Day”, sounds like fun we have nothing on this event, am I right Chief Keegan? There isn’t anything in the packet about this; does this fall within the 90-day event window?

Clark – I was thinking of it being exactly & precisely the same as Wednesday.

Payleitner – That’s how it would be, the same?

Clark – Yes. The same hours and the same rate just on that day (Saturday).

Rogina – That’s why I suggested that this be an amendment to the main motion that you all passed. No rules are changed. Same exact rules, same exact times and the same exact procedures. This is to celebrate half way to St. Patrick’s Day as part of the process.

Payleitner – My only concern is the plaza neighbors, they are well aware of what goes on Wednesdays we haven’t heard anything negative from them.

Clark – They absolutely approve of this.

Payleitner – You’re run it by the other businesses that would be using the plaza that day and they have no issue with the Sunday or Saturday?

Clark – I originally asked the Chief about if the Sunday would be ok as it is the halfway day and in the mean time I asked if maybe Saturday would be an option and the reason for that is Guinness is bringing in a band from Ireland that they have offered for us, a traditional Irish band, that we could have Saturday, not Sunday. That’s why I asked for both.

Rogina – Help us out on this point. If someone makes a motion on the amendment, we're going to need clarity. We agree on the 4 Wednesdays in September, at least that is the published number and we're going to have to have the 16th or the 17th, one or the other. If the 16th is your pleasure that's the motion as opposed to what is printed now and that is the 17th. It's an amendment and this council can do whatever it well pleases but I am trying to apply proper rules.

Payleitner – All that to say, then there wouldn't be music on Sunday but there would be on Saturday?

Clark – No

Rogina – Any other questions?

Ald. Turner – Move for approval.

Ald. Lewis – I do.

Rogina – We can still comment. If I may, are you moving for approval for the 16th?

Turner – Yes.

Ald. Bancroft – I second that motion.

Rogina – Seconded by Bancroft It's been moved and seconded, now further conversations.

Lewis – I don't have a problem with the 4. It's a sad story that you were rained out so many times. I think that we all feel that way.

Clark – These new 4 could become 2 just as easily also.

Lewis – I know, that was my request though the downtown partnership that I was more than willing to approve 4 but you know my fellow councilmen are ok with the 4, I'm ok with the 4. I did have some concerns with this Saturday night and I was wondering if we could make those into two separate motions.

Rogina – The motion on the floor here, now, the main motion is to approve as printed with the adjustment of the 16th. What's in order here, you can amend the main motion in any way you desire.

Lewis – Like Ald. Payleitner said, we didn't get any information on it (1/2 way to St. Patrick's Day addition). It's not just in addition to, just an extension of. It's another night. It's a Saturday night. We're heading into a different avenue and there will be other Saturday nights and other Sunday afternoons that will be coming and it's a public plaza. To me it's like a public sidewalk or a public street that people will want us to close down. There is a policy, a 90 application, this is not a part of your application in the original, I didn't see the date on it. As I scroll down, there is no September 16th or 17th that appears on this application. So we, in my mind, have to get our policy how we want to move forward with doing these things. I know we do it case by case, and I

am not sure that this is the most appropriate way. I would like to vote yes for the 4, I am not comfortable with voting yes for the Saturday. Is your music outside or inside?

Clark – It would be outside, exactly where the music takes place now.

Lewis – So now we need an application for sound, right? An application for amplification also?

Keegan – If I may, with this being continuation from his previous application, we entered it under “Old Business” with the thought that he had initially asked for the September dates for rain and this is the same except for that 5th date on Saturday.

Lewis – He doesn’t have the application for the Downtown Partnership, has the application for the amplification.

Keegan – I think that is all part of the same package. When he came in through special events and applied for his “Un-Wind Wednesday’s” the entire process was open, not only the plaza but the music and the timing from 5:00 – 8:30 we thought that continuing forward we would consider some of the dates because they others were washed out.

Rogina – Maureen, if I may, the way I interpreted it and looking through Robert’s Rules, was that the Chief said basically the Council here is addressing their own particular motion that was passed back in June or May, whenever that dates was. Now, the motion here is to amend that and the package is exactly the same, there is no adjustment. I suppose, at the end of the day, someone could dig deeper into Robert’s Rules and say ‘well, are we violating our own policy?’ I don’t believe we are in this case because of the exactness and the exactness of the number of make up dates and exactly what he wants to do does not violate the spirit of that but is simply an amendment to the main motion.

Lewis – I know we’re talking about the ‘spirit of things’ but I do have concerns with the amplification.

Rogina – What I’d ask is, do you want to amend the main motion or not?

Lewis – Yes, I’d like to amend the motion.

Rogina – To do what?

Lewis – To put it into two separates. The 4 Wednesdays and the Saturday.

Rogina – Alright, so the amendment here to the main motion, and we vote on the amendment first, is simply to split the question, that’s all. To split the question and have two separate votes. Do you have a second on that? Motion dies for a lack of a second.

Payleitner – I’ll second.

Rogina – Any further conversation on Maureen’s amendment? To Make it clear again, the amendment is simply to split the question, that’s all, nothing more. We would go through two separate motions.

Ald. Lemke – Do we have a second on the part with the 4 days?

Rogina – Yes, the main motion is already on the floor and now we have an amendment to the main motion simply to split the main motion (question). We can do that.

Lewis – I would like to vote for the 4, I'm not willing to vote for the 1 and so I am asking that we can maybe split the question.

Rogina – The maker of the amendments intent here, what she wants to do, she made it very clear. Moved and seconded on the amendment. If you vote yes, you're voting to split the question. If you vote no, you're voting to not split the question. Chuck, call the role.

Motion by Ald. Lewis and seconded by Ald. Payleitner to split voting for the original dates for “Unwind Wednesday” September 6, 13, 20 and 27, 2017, from the additional requested Saturday, September 16, 2017 as the “Half Way to St. Patrick’s Day”, making them two separate items to be voted upon.

ROLL CALL VOTE: AYE: Lemke, Gaugel, Lewis, Payleitner
NAY: Turner, Bancroft, Vitek, Stellato, Silkaitis

ABSENT: Bessner
MOTION FAILS

Rogina – That motion fails 5-4 so, we’re back to the main motion (as re-listed below).

Motion by Ald. Turner seconded by Ald. Bancroft to approve and extend the original dates for “Unwind Wednesday” via a temporary E-4 Liquor License September 6, 13, 20 and 27, 2017, as well as Saturday, September 16, 2017 as the “Half Way to St. Patrick’s Day”.

Rogina – Is everyone clear on the motion and what you're voting on here now. You're amending your own policy that you established back in May. Chuck, call the role.

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

II. New Business

None

III. Committee Reports

A. Government Operations

None

B. Government Services

None

C. Planning and Development

- *1. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve **Resolution 2017-113** Authorizing the Mayor and City Clerk of the City of St. Charles to Execute a Four Season Corridor Improvement Agreement between the City of St. Charles and Dove Thiselton (228 W. Main St. – Ghoulish Mortals & As Cute As It Gets Photography Studio).
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Gaugel, Vitek, Lewis
NAY: 0 ABSENT: Bessner MOTION CARRIED
- *2. Motion by Ald. Stellato and seconded by Ald. Silkaitis to accept the proposed Monotony Code standards for Anthem Heights Subdivision.
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Gaugel, Vitek, Lewis
NAY: 0 ABSENT: Bessner MOTION CARRIED
- *3. Motion by Ald. Stellato and seconded by Ald. Silkaitis to accept and place on file Plan Commission Resolution 14-2017 A Resolution recommending approval of a Final Plat of Subdivision for BMO Harris Bank Subdivision.
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Gaugel, Vitek, Lewis
NAY: 0 ABSENT: Bessner MOTION CARRIED
- *4. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve an **Ordinance 2017-Z-16** Granting Approval of a Final Plat of Subdivision for BMO Harris Bank Subdivision.
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Gaugel, Vitek, Lewis
NAY: 0 ABSENT: Bessner MOTION CARRIED
- *5. Motion by Ald. Stellato and seconded by Ald. Silkaitis to accept and place on file Plan Commission Resolution **12-2017** A Resolution Recommending Approval of a Special Use to amend Ordinance 2008-Z-18 (Corporate Reserve PUD), PUD Preliminary Plan and Final Plat of Subdivision for Everbrook Academy, Corporate Reserve Lot 2 (St. Charles, IL (NEC Main and Corporate Reserve) LLC & Pinewood Capital LLC)
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Gaugel, Vitek, Lewis
NAY: 0 ABSENT: Bessner MOTION CARRIED
- *6. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve an **Ordinance 2017-Z-17** Amending Ordinance No. 2008-Z-18 (Corporate Reserve of St. Charles PUD) and Granting Approval of a PUD Preliminary Plan and Final Plat of Subdivision for Corporate Reserve Lot 2 (Everbrook Academy).
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Gaugel, Vitek, Lewis
NAY: 0 ABSENT: Bessner MOTION CARRIED

- *7. Motion by Ald. Stellato and seconded by Ald. Silkaitis to accept and place on file Plan Commission Resolution **13-2017** A Resolution Recommending Approval of a Special Use for a Homeless Shelter for Lazarus House, 214 Walnut St.
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Gaugel, Vitek, Lewis
NAY: 0 ABSENT: Bessner MOTION CARRIED
- *8. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve **Ordinance 2017-Z-18** Granting Approval of Special Use for a Homeless Shelter for Lazarus House, 214 Walnut St.
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Gaugel, Vitek, Lewis
NAY: 0 ABSENT: Bessner MOTION CARRIED

D. Executive Session - NONE

- 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)

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

10. Adjournment

Motion by Ald. Turner and seconded by Ald. Gaugel at 7:40

VOICE VOTE: AYE-UNANIMOUS ABSENT: Bessner MOTION CARRIED

Charles Amenta, City Clerk

CERTIFIED TO BE A TRUE COPY OF ORIGINAL

Charles Amenta, City Clerk

8/18/2017

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

7/31/2017 - 8/13/2017

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
103	ALLIED ASPHALT PAVING CO INC					
		59	935.34	08/03/2017	209561	SURFACE
		59	1,918.37	08/10/2017	209805	SURFACE MIX
	ALLIED ASPHALT PAVING CO INC Total		2,853.71			
114	DG HARDWARE					
		91510	8.26	08/10/2017	70044/F	MISC HARDWARE/SUPPLIES
		91510	1.22	08/10/2017	70051/F	FASTENERS
		91510	22.49	08/03/2017	69949/F	MISC HARDWARE/SUPPLIES
		91510	3.58	08/03/2017	69959/F	MISC HARDWARE/SUPPLIES
		91850	46.78	08/03/2017	69960/F	MISC HARDWARE/SUPPLIES
		91510	3.24	08/03/2017	69970/F	MISC HARDWARE/SUPPLIES
		91510	38.19	08/03/2017	69996/F	MISC HARDWARE/SUPPLIES
	DG HARDWARE Total		123.76			
139	AFLAC					
			24.92	08/04/2017	ACAN170804140427IS	AFLAC Cancer Insurance
			65.94	08/04/2017	ACAN170804140427PI	AFLAC Cancer Insurance
			97.37	08/04/2017	ACAN170804140427PV	AFLAC Cancer Insurance
			25.20	08/04/2017	ADIS170804140427FD	AFLAC Disability and STD
			26.21	08/04/2017	ADIS170804140427FN	AFLAC Disability and STD
			105.40	08/04/2017	ADIS170804140427PD	AFLAC Disability and STD
			20.08	08/04/2017	ADIS170804140427PV	AFLAC Disability and STD
			8.10	08/04/2017	AHIC170804140427FD	AFLAC Hospital Intensive Care
			8.10	08/04/2017	AHIC170804140427PD	AFLAC Hospital Intensive Care
			33.84	08/04/2017	AHIC170804140427PV	AFLAC Hospital Intensive Care
			57.23	08/04/2017	APAC170804140427FI	AFLAC Personal Accident
			16.32	08/04/2017	APAC170804140427FN	AFLAC Personal Accident
			47.30	08/04/2017	APAC170804140427PI	AFLAC Personal Accident
			13.38	08/04/2017	APAC170804140427PV	AFLAC Personal Accident
			13.57	08/04/2017	ASPE170804140427FN	AFLAC Specified Event (PRP)
			17.04	08/04/2017	ASPE170804140427PV	AFLAC Specified Event (PRP)
			42.48	08/04/2017	AVOL170804140427FN	AFLAC Voluntary Indemnity
			120.68	08/04/2017	AVOL170804140427PI	AFLAC Voluntary Indemnity
			21.46	08/04/2017	AVOL170804140427PV	AFLAC Voluntary Indemnity

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	AFLAC Total		764.62			
140	CINTAS CORPORATION NO 2					
		92685	255.60	08/03/2017	F94513427	SVC @ 3805 LINCOLN HWY
		92685	85.00	08/03/2017	F94513428	SVC @ OLD IDOT GARAGE
		92685	470.85	08/03/2017	F94513429	SVC @ 10 E STATE
		92685	495.95	08/03/2017	F94513430	SVC @ WL 3,4,7,8,9,11,13
		92685	314.60	08/03/2017	F94513431	SVC @ INVENTORY CONTROL
		92685	248.75	08/03/2017	F94513432	SVC @ WALNUT PARKING GAR
		92685	85.00	08/03/2017	F94513533	SVC @ 215 E MAIN ST
		92685	765.85	08/03/2017	F94513535	SVC @ CITY HALL
		92259	999.48	08/03/2017	OF94010255	SERVICE REPAIR HISTORY MU
	CINTAS CORPORATION NO 2 Total		3,721.08			
145	AIR ONE EQUIPMENT INC					
		92496	384.00	08/03/2017	124345	VP FUELS
	AIR ONE EQUIPMENT INC Total		384.00			
149	ALARM DETECTION SYSTEMS INC					
		91775	607.90	08/10/2017	SI467138	MONTHLY BILLING
	ALARM DETECTION SYSTEMS INC Total		607.90			
159	ALFRED BENESCH AND COMPANY					
		92236	2,923.00	08/10/2017	108141	NBIS INSPECT 2 BRIDGES
	ALFRED BENESCH AND COMPANY Total		2,923.00			
161	ARMY TRAIL TIRE & SERVICE					
		92583	342.00	08/10/2017	331820	INVENTORY ITEMS
		92605	577.52	08/10/2017	331952	235/55R18 100V SL
		92528	1,105.92	08/03/2017	331718	INVENTORY ITEMS
	ARMY TRAIL TIRE & SERVICE Total		2,025.44			
177	AL PIEMONTE CADILLAC INC					
		91725	23.56	08/03/2017	112023	V#1812 RO#58596
	AL PIEMONTE CADILLAC INC Total		23.56			
187	OVA AMBURGEY					
			597.46	08/03/2017	080117	OVERPAYMENT OF INSURANCE
	OVA AMBURGEY Total		597.46			
221	ANDERSON PEST CONTROL					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			571.66	08/01/2017	4395461	MONTHLY BILLING
	ANDERSON PEST CONTROL Total		571.66			
233	AMERICAN PLANNING ASSOCIATION					
			100.00	08/03/2017	0682	JOB AD BCE ENFRMNT SUP
	AMERICAN PLANNING ASSOCIATION Total		100.00			
250	ARCHON CONSTRUCTION CO					
		91728	5,371.25	08/03/2017	17300F	DIR BORE @ 850 EQUITY DR
		91728	1,252.54	08/03/2017	17301F	SVC 850 EQUITY STC
		91984	11,781.00	08/03/2017	17339F	DIRECT BORE @2703 PRAIRIE
		89070	375,760.15	08/10/2017	16-662F	KIRK RD ELEC DUCT XRSSING
	ARCHON CONSTRUCTION CO Total		394,164.94			
255	ARIES INDUSTRIES INC					
		92469	1,956.04	08/03/2017	369279	CABLE
	ARIES INDUSTRIES INC Total		1,956.04			
272	ASK ENTERPRISES & SON INC					
		92313	2,156.00	08/10/2017	23342	INVENTORY ITEMS
	ASK ENTERPRISES & SON INC Total		2,156.00			
275	ASSOCIATION FOR INDIVIDUAL					
			29,000.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME
			29,000.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME
	ASSOCIATION FOR INDIVIDUAL Total		58,000.00			
282	ASSOCIATED TECHNICAL SERV LTD					
		92477	663.00	08/03/2017	28956	SVC @ 1617 JEANETTE AVE
	ASSOCIATED TECHNICAL SERV LTD Total		663.00			
289	AURORA AREA SPRINGS					
		92472	1,208.62	08/03/2017	060244	V#1744 RO#58592
		92572	1,493.52	08/10/2017	060292	V#1969 RO#52591
	AURORA AREA SPRINGS Total		2,702.14			
330	HEADCO INDUSTRIES INC					
		92480	280.29	08/03/2017	5242641	E30 ELEMENT
	HEADCO INDUSTRIES INC Total		280.29			
366	B & L LANDSCAPE CONTRACTORS					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		92026	308.30	08/10/2017	5840	1126 KIEM TRAIL TO 1309 WINN
		92026	450.00	08/10/2017	5841	1290 FOX CHASE TO 918 SECR
		92026	350.00	08/10/2017	5842	1290 FOX CHASE TO 909 TALL
		92026	826.50	08/10/2017	5942	1624 FORREST BLVD
		92026	340.80	08/10/2017	5943	STONE DR PRODUCTION DR
		92026	219.61	08/10/2017	5944	288 GRAY AND ELM STREET
		92026	224.31	08/10/2017	5945	722 ARROWHEAD LANE
		92026	1,522.47	08/10/2017	5946	291 N 6TH AVE RESTORATION
		92440	463.50	08/10/2017	6056	1319 WINNERS CUP RESTORA
		92026	1,162.50	08/10/2017	6057	1502 ALLEN LANE RESTORATIC
	B & L LANDSCAPE CONTRACTORS Total		5,867.99			
369	BLUE GOOSE SUPER MARKET INC					
		91526	74.99	08/03/2017	00240948	CAKE FOR GATLIN
	BLUE GOOSE SUPER MARKET INC Total		74.99			
382	BOUND TREE MEDICAL LLC					
		92535	394.00	08/10/2017	82563886	MISC SUPPLIES - FD
	BOUND TREE MEDICAL LLC Total		394.00			
387	BRANIFF COMMUNICATIONS INC					
		92178	1,784.00	08/03/2017	0031034	SVC @ DUNHAM/ROYAL ST GE
	BRANIFF COMMUNICATIONS INC Total		1,784.00			
426	CADA POOLS & SPAS					
		92529	125.94	08/03/2017	38074	INVENTORY ITEMS
	CADA POOLS & SPAS Total		125.94			
428	CALEA					
		92654	4,645.00	08/03/2017	INV25767	CONTINUATION FEE - ANNUAL
	CALEA Total		4,645.00			
429	SEDGWICK CLAIMS					
		91602	500.00	08/03/2017	B1094266	SVCS 8-5 THRU 11-4-17
	SEDGWICK CLAIMS Total		500.00			
460	CASA KANE COUNTY					
			3,250.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME
			3,250.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME
	CASA KANE COUNTY Total		6,500.00			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
466	CCMSI	91594	4,744.50	08/10/2017	0107203-IN	2ND QTR ADMIN FEE
	CCMSI Total		4,744.50			
484	CG POWER SYSTEMS USA INC	91351	89,272.60	08/10/2017	2252519	PER QUOTE 495915246
	CG POWER SYSTEMS USA INC Total		89,272.60			
497	CHICAGO TITLE AND TRUST CO		222,375.27	08/01/2017	09-27-478-007	PROPERTY PURCH 15 S 9TH A'
	CHICAGO TITLE AND TRUST CO Total		222,375.27			
510	KEVIN CHRISTENSEN		25.00	08/10/2017	080817	GAS FOR TRIP APPLETON WI
	KEVIN CHRISTENSEN Total		25.00			
517	CINTAS CORPORATION	91640	112.98	08/10/2017	344600126	UNIFORM SVC - FLEET
		91640	112.98	08/03/2017	344596820	UNIFORM SVC - FLEET
	CINTAS CORPORATION Total		225.96			
518	CLERK OF THE 18TH		1,000.00	08/03/2017	334991	BAIL BOND - S D LEE
	CLERK OF THE 18TH Total		1,000.00			
558	COMMUNITY CRISIS CENTER INC		8,250.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME
			8,250.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME
	COMMUNITY CRISIS CENTER INC Total		16,500.00			
563	CDW GOVERNMENT INC	92372	147.50	08/03/2017	JMJ9255	HUMANSIZE QUICKSTAND
	CDW GOVERNMENT INC Total		147.50			
564	COMCAST OF CHICAGO INC		13.93	08/03/2017	072517CH	SVC 8-7 THRU 9-6-17
			57.06	08/03/2017	072517FD	SVC AUG 7 THRU SEP 6 2017
			33.70	08/10/2017	072717PW	SVC 8-7 THRU 9-6-17
	COMCAST OF CHICAGO INC Total		104.69			
579	COMMUNICATIONS DIRECT INC					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		92303	2,340.00	08/03/2017	IN142226	INVENTORY ITEMS
	COMMUNICATIONS DIRECT INC Total		2,340.00			
642	CUSTOM WELDING & FAB INC	92494	1,622.65	08/03/2017	170139	REPAIR V#1724
	CUSTOM WELDING & FAB INC Total		1,622.65			
646	PADDOCK PUBLICATIONS INC		69.00	08/03/2017	T4478075	PUBLIC HEARING NOTICE
			40.60	08/10/2017	012745-0817	SERVICES 8-3-17 TO 8-30-17
			266.80	08/10/2017	T4477987-8428-8530	CERTS OF PUBLICATION
	PADDOCK PUBLICATIONS INC Total		376.40			
681	CDH DELNOR HEALTH SYSTEM	91851	175.90	08/10/2017	080217	FIRE DEPT SUPPLIES
	CDH DELNOR HEALTH SYSTEM Total		175.90			
683	DE MAR TREE & LANDSCAPE SVC	92332	1,200.00	08/03/2017	7771	TREE SERVICE NW CORNER 21
		92444	1,700.00	08/03/2017	7774	TREE SERVICE NW CUTLER AN
	DE MAR TREE & LANDSCAPE SVC Total		2,900.00			
699	THOMAS DIEHL		135.30	08/03/2017	072717	BOOTS - BLAIN'S 7-27-17
	THOMAS DIEHL Total		135.30			
710	DISCOUNT TIRE	92495	500.00	08/03/2017	135614	GY WARGLER HP
		92527	450.00	08/03/2017	135694	INVENTORY ITEMS
	DISCOUNT TIRE Total		950.00			
767	EAGLE ENGRAVING INC	91849	26.57	08/10/2017	2017-2236	MISC FIRE DEPT SUPPLIES
		91530	750.00	08/10/2017	2017-2497	MISC AWARD - PD
	EAGLE ENGRAVING INC Total		776.57			
772	ECKER CENTER FOR MENTAL HEALTH		32,000.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME
			32,000.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME
	ECKER CENTER FOR MENTAL HEALTH Total		64,000.00			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
776	HD SUPPLY WATERWORKS	92422	15.60	08/10/2017	H499280	INVENTORY ITEMS
	HD SUPPLY WATERWORKS Total		15.60			
783	ELDERDAY CENTER INC		8,000.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME
			8,000.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME
	ELDERDAY CENTER INC Total		16,000.00			
789	ANIXTER INC					
		92003	141.25	08/03/2017	3584194-02	INVENTORY ITEMS
		92317	371.25	08/03/2017	3608704-03	INVENTORY ITEMS
		92374	5,810.40	08/03/2017	3614262-00	INVENTORY ITEMS
		92424	29.75	08/03/2017	3617275-01	INVENTORY ITEMS
		92003	211.54	08/10/2017	3584194-03	INVENTORY ITEMS
		92416	680.00	08/10/2017	3616613-00	INVENTORY ITEMS
	ANIXTER INC Total		7,244.19			
826	BORDER STATES	92004	46.44	08/10/2017	913148940ADJ	ADJ FOR FREE ITEM LINE 5
			-46.44	08/10/2017	913148940ADJ-1	ADJ FOR ITEM ON LINE 5
	BORDER STATES Total		0.00			
870	FIRE PENSION FUND					
			455.28	08/04/2017	FP1%170804140427FI	Fire Pension 1% Fee
			45.59	08/04/2017	FRP2170721143954FC	Fire Pension Tier 2
			2,262.46	08/04/2017	FRP2170804140427FC	Fire Pension Tier 2
			15,982.27	08/04/2017	FRPN170804140427FI	Fire Pension
	FIRE PENSION FUND Total		18,745.60			
876	FIRST ENVIRONMENTAL LAB INC	91681	54.00	08/10/2017	135674	MSTP EFFLUENT MONITORING
	FIRST ENVIRONMENTAL LAB INC Total		54.00			
884	FISHER SCIENTIFIC	92468	122.92	08/03/2017	3641690	ETHYLALCO ASSLU 200 P 500M
	FISHER SCIENTIFIC Total		122.92			
885	THE FITNESS CONNECTION CO	92514	145.00	08/03/2017	07171704	PREV MAINT

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	THE FITNESS CONNECTION CO Total		<u>145.00</u>			
891	FLEET SAFETY SUPPLY	91642	125.37	08/10/2017	68334	VEH 1775 MISC PARTS
	FLEET SAFETY SUPPLY Total		<u>125.37</u>			
906	FORESTRY SUPPLIERS INC	92375	155.90	08/10/2017	219345-01	NARROCADE/TREE WORK AHE
	FORESTRY SUPPLIERS INC Total		<u>155.90</u>			
912	FOX VALLEY SPECIAL RECREATION		1,750.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME
			1,750.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME
	FOX VALLEY SPECIAL RECREATION Total		<u>3,500.00</u>			
916	FOX VALLEY FIRE & SAFETY INC	91781	114.00	08/03/2017	IN00101324	QRTRLY SVC
		91781	114.00	08/03/2017	IN00101325	QRTRLY SVC
		91781	114.00	08/03/2017	IN00101326	QRTRLY SVC
		91781	114.00	08/03/2017	IN00101327	QRTRLY SVC
		91781	114.00	08/03/2017	IN00101328	QRTRLY SVC
		92709	79.50	08/10/2017	IN00103474	SVC CALL FS#1
	FOX VALLEY FIRE & SAFETY INC Total		<u>649.50</u>			
917	FOX VALLEY HOSPICE		9,000.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME
			9,000.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME
	FOX VALLEY HOSPICE Total		<u>18,000.00</u>			
928	FRANKS EMPLOYMENT INC	92115	432.00	08/03/2017	87741	SVCS 7-10 THRU 7-13-17
		92115	516.00	08/10/2017	87756	SERVICES 7-17-17 TO 7-20-17
	FRANKS EMPLOYMENT INC Total		<u>948.00</u>			
956	CITY OF GENEVA	91782	128,959.25	08/10/2017	2018-00060016	TRI COM DISPATCH
	CITY OF GENEVA Total		<u>128,959.25</u>			
989	GORDON FLESCH CO INC		76.26	08/03/2017	IN11967106	SVC 6-9 THRU 7-11-17
			82.11	08/03/2017	IN11968076	SVC 6-10 THRU 7-13-17

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	GORDON FLESCH CO INC Total		<u>158.37</u>			
1006	ST CHARLES CONVENTION	92561	43,875.00	08/10/2017	VCCRGRE-0617	HTL TX DSBRSMT JUNE 2017
	ST CHARLES CONVENTION Total		<u>43,875.00</u>			
1036	HARRIS BANK NA		1,480.00	08/04/2017	UNF 170804140427FD	Union Dues - IAFF
	HARRIS BANK NA Total		<u>1,480.00</u>			
1089	ARENDS HOGAN WALKER LLC	92500	677.57	08/10/2017	1500280	MISC SUPPLIES - FLEET
	ARENDS HOGAN WALKER LLC Total		<u>677.57</u>			
1106	CAPITAL ONE NATIONAL ASSOC	92629	299.99	08/03/2017	720200007400	TV MONITER RPLC - FS#2
	CAPITAL ONE NATIONAL ASSOC Total		<u>299.99</u>			
1113	HUFF & HUFF INC	85810	30.97	08/03/2017	0740972	STC FIRST ST BLDG 1
		89483	1,066.50	08/03/2017	0740983	STC FIRST ST BLDG 3
	HUFF & HUFF INC Total		<u>1,097.47</u>			
1133	IBEW LOCAL 196		144.00	08/04/2017	UNE 170804140427PV	Union Due - IBEW
			609.95	08/04/2017	UNEW170804140427P	Union Due - IBEW - percent
	IBEW LOCAL 196 Total		<u>753.95</u>			
1136	ICMA RETIREMENT CORP		200.32	08/04/2017	C401170804140427CA	401A Savings Plan Company
			554.05	08/04/2017	C401170804140427CD	401A Savings Plan Company
			445.02	08/04/2017	C401170804140427FD	401A Savings Plan Company
			571.20	08/04/2017	C401170804140427FN	401A Savings Plan Company
			231.99	08/04/2017	C401170804140427HR	401A Savings Plan Company
			329.21	08/04/2017	C401170804140427IS	401A Savings Plan Company
			584.77	08/04/2017	C401170804140427PD	401A Savings Plan Company
			831.58	08/04/2017	C401170804140427PV	401A Savings Plan Company
			200.32	08/04/2017	E401170804140427CA	401A Savings Plan Employee
			554.05	08/04/2017	E401170804140427CD	401A Savings Plan Employee
			445.02	08/04/2017	E401170804140427FD	401A Savings Plan Employee
			571.20	08/04/2017	E401170804140427FN	401A Savings Plan Employee

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			231.99	08/04/2017	E401170804140427HR	401A Savings Plan Employee
			329.21	08/04/2017	E401170804140427IS	401A Savings Plan Employee
			584.77	08/04/2017	E401170804140427PD	401A Savings Plan Employee
			831.58	08/04/2017	E401170804140427PV	401A Savings Plan Employee
			923.07	08/04/2017	ICMA170804140427CA	ICMA Deductions - Dollar Amt
			2,045.00	08/04/2017	ICMA170804140427CC	ICMA Deductions - Dollar Amt
			1,675.00	08/04/2017	ICMA170804140427FD	ICMA Deductions - Dollar Amt
			767.31	08/04/2017	ICMA170804140427FN	ICMA Deductions - Dollar Amt
			480.00	08/04/2017	ICMA170804140427HF	ICMA Deductions - Dollar Amt
			875.00	08/04/2017	ICMA170804140427IS	ICMA Deductions - Dollar Amt
			8,770.07	08/04/2017	ICMA170804140427PC	ICMA Deductions - Dollar Amt
			6,200.07	08/04/2017	ICMA170804140427PV	ICMA Deductions - Dollar Amt
			57.51	08/04/2017	ICMP170804140427CA	ICMA Deductions - Percent
			1,236.02	08/04/2017	ICMP170804140427CC	ICMA Deductions - Percent
			2,734.76	08/04/2017	ICMP170804140427FD	ICMA Deductions - Percent
			1,569.83	08/04/2017	ICMP170804140427FN	ICMA Deductions - Percent
			395.77	08/04/2017	ICMP170804140427HF	ICMA Deductions - Percent
			1,065.67	08/04/2017	ICMP170804140427IS	ICMA Deductions - Percent
			2,021.07	08/04/2017	ICMP170804140427PC	ICMA Deductions - Percent
			1,030.45	08/04/2017	ICMP170804140427PV	ICMA Deductions - Percent
			236.53	08/04/2017	ROTH170804140427FI	Roth IRA Deduction
			85.00	08/04/2017	ROTH170804140427FI	Roth IRA Deduction
			292.30	08/04/2017	ROTH170804140427HI	Roth IRA Deduction
			266.50	08/04/2017	ROTH170804140427IS	Roth IRA Deduction
			995.00	08/04/2017	ROTH170804140427PI	Roth IRA Deduction
			295.00	08/04/2017	ROTH170804140427PI	Roth IRA Deduction
			90.00	08/04/2017	RTHA170804140427CI	Roth 457 - Dollar Amount
			307.00	08/04/2017	RTHA170804140427FI	Roth 457 - Dollar Amount
			35.00	08/04/2017	RTHA170804140427HI	Roth 457 - Dollar Amount
			25.00	08/04/2017	RTHA170804140427IS	Roth 457 - Dollar Amount
			311.54	08/04/2017	RTHA170804140427PI	Roth 457 - Dollar Amount
			752.31	08/04/2017	RTHA170804140427PV	Roth 457 - Dollar Amount
			311.24	08/04/2017	RTHP170804140427FI	Roth 457 - Percent
			222.20	08/04/2017	RTHP170804140427PI	Roth 457 - Percent
			33.14	08/04/2017	RTHP170804140427PV	Roth 457 - Percent
			43,600.64			
	ICMA RETIREMENT CORP Total					
1149	ILLINOIS ENVIRONMENTAL					
			174,210.57	08/10/2017	L172344-12	DEBT SVC PROJ #L17-2344

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			307,098.91	08/10/2017	L174716-6	DEBT SVC PROJ #L17-4716
	ILLINOIS ENVIRONMENTAL Total		481,309.48			
1153	ILCMA		50.00	08/03/2017	926	JOB AD BCE ENFRMNT SUP
	ILCMA Total		50.00			
1154	ILLINOIS LAW ENFORCEMENT		240.00	08/10/2017	080317	2017 ANNUAL MEMBERSHIP DL
	ILLINOIS LAW ENFORCEMENT Total		240.00			
1185	ILLINOIS MUNICIPAL LEAGUE		35.00	08/03/2017	0028245-IN	JOB AD BCE ENFRMNT SUP
	ILLINOIS MUNICIPAL LEAGUE Total		35.00			
1215	ILLINOIS MUNICIPAL UTILITIES		3,994,499.71	08/08/2017	080817	JULY 2017 ELEC BILL
	ILLINOIS MUNICIPAL UTILITIES Total		3,994,499.71			
1240	INTERSTATE BATTERY SYSTEM OF	92487	807.65	08/10/2017	60341016	INVENTORY ITEMS
	INTERSTATE BATTERY SYSTEM OF Total		807.65			
1249	INTOXIMETERS INC	92562	449.00	08/10/2017	570145	MISC SUPPLIES - PD
	INTOXIMETERS INC Total		449.00			
1267	IT SOLUTIONS GROUP INC	92204	1,800.00	08/03/2017	3962	SUPPORT SVCS 7-8 THRU 10-8
	IT SOLUTIONS GROUP INC Total		1,800.00			
1278	EASTER SEALS DUPAGE AND		1,750.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME
			1,750.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME
	EASTER SEALS DUPAGE AND Total		3,500.00			
1286	JG UNIFORMS INC	91823	180.06	08/10/2017	22688	DREW LAMELA UNIFORMS
	JG UNIFORMS INC Total		180.06			
1288	J J KELLER & ASSOCIATES INC					

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		92682	945.00	08/10/2017	9102225303	KELLERONLINE LICENCE 1 YE/
		92682	945.00	08/10/2017	9102228416	KELLERONLINE PROF LIC 1 YE/
	J J KELLER & ASSOCIATES INC Total		1,890.00			
1303	JOHN M WARREN INC					
		92412	159.15	08/10/2017	0079617-IN	INVENTORY ITEMS
	JOHN M WARREN INC Total		159.15			
1309	J&S NEWPORT ENT LP					
			6.87	08/03/2017	080117	MEALS FOR POLICE PRISONER
	J&S NEWPORT ENT LP Total		6.87			
1317	COUNTY OF KANE					
		89916	291.00	08/03/2017	2017-00000017	2ND QRTR 2017
	COUNTY OF KANE Total		291.00			
1330	DAY ONE NETWORK INC					
			2,250.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME
			2,250.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME
	DAY ONE NETWORK INC Total		4,500.00			
1363	KIESLER POLICE SUPPLY INC					
		92249	387.00	08/03/2017	0828702	MISC PD SUPPLIES
		92249	253.00	08/03/2017	0828702A	MISC PD SUPPLIES
	KIESLER POLICE SUPPLY INC Total		640.00			
1387	KONICA MINOLTA BUS SOLUTIONS					
			202.70	08/03/2017	9003694330	MONTHLY BILLING THRU 7/18/1
			58.78	08/03/2017	9003694331	MONTHLY BILLING THRU 7/18/1
			696.52	08/10/2017	9003708229	PERIOD 6/24/17-7/23/17
	KONICA MINOLTA BUS SOLUTIONS Total		958.00			
1392	ESI CONSULTANTS LTD					
		91908	595.00	08/03/2017	170248	SUB 9 ADDTL SURVEY ITEMS
	ESI CONSULTANTS LTD Total		595.00			
1403	WEST VALLEY GRAPHICS & PRINT					
		91541	76.50	08/03/2017	15435	BSNS CRDS = D CHURNEY
		92479	99.50	08/03/2017	15442	BSNS CRDS = J ANDERSON
	WEST VALLEY GRAPHICS & PRINT Total		176.00			

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1442	LAZARUS HOUSE		21,505.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME
			21,505.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME
	LAZARUS HOUSE Total		43,010.00			
1472	LIVING WELL CANCER RES CTR		6,250.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME
			6,250.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME
	LIVING WELL CANCER RES CTR Total		12,500.00			
1489	LOWES					
		91848	14.24	08/03/2017	015255	MISC HARDWARE/SUPPLIES
		91515	23.09	08/03/2017	02159/07-18-17	MISC HARDWARE/SUPPLIES
		91910	5.12	08/03/2017	02296/07-12-17	MISC HARDWARE/SUPPLIES
		91848	40.70	08/03/2017	09932/07-13-17	MISC HARDWARE/SUPPLIES
		92611	51.26	08/03/2017	1927	INVENTORY ITEMS
		91515	21.51	08/03/2017	902788	MISC HARDWARE/SUPPLIES
		91515	31.34	08/03/2017	910833	MISC HARDWARE/SUPPLIES
		91910	47.50	08/10/2017	02423/07-20-17	MISC HARDWARE/SUPPLIES
		91910	13.28	08/10/2017	02476/07-20-17	MISC HARDWARE/SUPPLIES
		91684	12.06	08/10/2017	02632/07-21-17	MISC HARDWARE/SUPPLIES
		91515	116.44	08/10/2017	02998/07-24-17	FINANCE DEPT BATHROOM SU
		91848	4.54	08/10/2017	15047	MISC HARDWARE/SUPPLIES
		92447	150.68	08/10/2017	1614	EXTENSION CORD
		92365	15.38	08/10/2017	1862	PORTABLE FAN
		92518	516.65	08/10/2017	70534	INVENTORY ITEMS
	LOWES Total		1,063.79			
1494	LYNN PEAHEY COMPANY					
		91950	137.60	08/03/2017	333425	MISC SUPPLIES - PD
	LYNN PEAHEY COMPANY Total		137.60			
1510	ERIC MAJEWSKI					
			24.00	08/10/2017	082417	PER DIEM 8-24 THRU 8-25-17
	ERIC MAJEWSKI Total		24.00			
1530	MARTAM CONSTRUCTION COMPANY					
			10,000.00	08/03/2017	27110169	ESCROW N 5TH AVE WATERM/
	MARTAM CONSTRUCTION COMPANY Total		10,000.00			

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1532	MARSHALLS TOWING & RECOVERY	91544	145.00	08/10/2017	21648	POLICE DEPT TOWING SERVIC
	MARSHALLS TOWING & RECOVERY Total		145.00			
1556	NIKOS TOOLS LLC	92360	205.95	08/03/2017	109498	V#5299
	NIKOS TOOLS LLC Total		205.95			
1582	MCMASTER CARR SUPPLY CO	92710	90.32	08/10/2017	42626920	HEATER/MOUNT
	MCMASTER CARR SUPPLY CO Total		90.32			
1598	MENARDS INC	91523	306.47	08/10/2017	64510	MISC HARDWARE/SUPPLIES
		91523	748.10	08/10/2017	64521	MISC HARDWARE/SUPPLIES
		91523	127.80	08/10/2017	64525	MISC HARDWARE/SUPPLIES
	MENARDS INC Total		1,182.37			
1603	METRO WEST COG		150.00	08/03/2017	3133	2017 LEGISLATIVE MIXER 7-27-
	METRO WEST COG Total		150.00			
1606	METROPOLITAN MAYORS CAUCUS	92752	1,483.83	08/10/2017	2017-223	2016-2017 CAUCUS DUES
	METROPOLITAN MAYORS CAUCUS Total		1,483.83			
1613	METROPOLITAN ALLIANCE OF POL		945.00	08/04/2017	UNP 170804140427PD	Union Dues - IMAP
			119.00	08/04/2017	UNPS170804140427PI	Union Dues-Police Sergeants
	METROPOLITAN ALLIANCE OF POL Total		1,064.00			
1651	MNJ TECHNOLOGIES DIRECT INC	92462	69.85	08/03/2017	0003544148	CLAM CASE PRO KEYBOARD
		92569	13.80	08/10/2017	0003546325	EAR CUSHION
		92566	278.00	08/10/2017	0003546326	LCD MONITORS
	MNJ TECHNOLOGIES DIRECT INC Total		361.65			
1704	NCPERS IL IMRF		8.00	08/04/2017	NCP2170804140427PI	NCPERS 2
			16.00	08/04/2017	NCP2170804140427PI	NCPERS 2

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	NCPERS IL IMRF Total		<u>24.00</u>			
1705	NEENAH FOUNDRY COMPANY CORP					
		92396	2,520.00	08/03/2017	225824	INVENTORY ITEMS
		92618	1,582.00	08/03/2017	229424	INVENTORY ITEMS
	NEENAH FOUNDRY COMPANY CORP Total		<u>4,102.00</u>			
1711	NESTLE WATERS NORTH AMERICA					
		91954	624.60	08/03/2017	07G0122067317	WATER DELIVERY JULY
	NESTLE WATERS NORTH AMERICA Total		<u>624.60</u>			
1714	MICHAEL NEUMAIER					
			103.83	08/03/2017	072617	BOOTS - RED WING JULY 2017
	MICHAEL NEUMAIER Total		<u>103.83</u>			
1745	NICOR					
			36.24	08/03/2017	0000 6 PW JUL 26 201	SVC 6-23 THRU 7-25-17
			108.58	08/03/2017	0000 7 JUL 28 2017	SVC 6-27 THRU 7-27-17
			2,764.16	08/03/2017	0929 6 JUL 29 2017	SVC 6-23 THRU 7-25-17
			93.54	08/03/2017	1000 0 JUL 28 2017	SVC 6-27 THRU 7-27-17
			28.88	08/03/2017	1000 1 RA JUL 28 2017	SVC 6-27 THRU 7-27-17
			32.55	08/03/2017	1000 2 JUL 24 2017	BILLING THRU 7-21-17
			55.74	08/03/2017	1000 2 PW JUL 26 201	SVC 6-23 THRU 7-25-17
			30.58	08/03/2017	1000 4 CH JUL 27 2017	SVC 6-27 THRU 7-26-17
			38.62	08/03/2017	1000 4 JUL 28 2017	SVC 6-27 THRU 7-27-17
			60.14	08/03/2017	1000 5 JUL 26 2017	SVC 6-23 THRU 7-25-17
			107.53	08/03/2017	1000 6 JUL 27 2017	SVC 6-27 THRU 7-26-17
			30.35	08/03/2017	1000 8 JUL 28 3017	SVC 6-27 THRU 7-27-17
			29.28	08/03/2017	1000 9 JUL 28 2017	SVC 6-27 THRU 7-27-17
			29.47	08/03/2017	1000 9-12 JUL 27 2017	SVC 6-26 THRU 7-26-17
			30.05	08/03/2017	1000 9-NS JUL 26 2017	SVC 6-23 THRU 7-25-17
			28.63	08/03/2017	1968 1 JUL 28 2017	SVC 6-27 THRU 7-27-17
			29.19	08/03/2017	4625 3 JUL 28 2017	SVC 6-27 THRU 7-27-17
			29.19	08/03/2017	5425 2 JUL 28 2017	SVC 6-27 THRU 7-27-17
			28.62	08/03/2017	7497 2 JUL 26 2017	SVC 6-23 THRU 7-25-17
			645.83	08/03/2017	7652 0 JUL 27 2017	SVC 6-27 THRU 7-26-17
			1,585.40	08/03/2017	8317 9 JUL 27 2017	SVC 6-23 THRU 7-25-17
			2.86	08/03/2017	8774 9 JUL 17 2017	FINAL FOR 904 FERN AVE
			95.91	08/03/2017	9226 2 JUL 26 2017	SVC 6-26 THRU 7-25-17
			28.62	08/03/2017	9676 7 JUL 26 2017	SVC 6-23 THRU 7-25-17

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			91.38	08/10/2017	0000 6 AUG 1 2017	MONTHLY BILLING THRU 7/31/1
			30.25	08/10/2017	0847 6 AUG 1 2017	MONTHLY BILLING THRU 7/31/1
			29.28	08/10/2017	1000 1 AUG 4 2017	SVC 7-3 THRU 8-3-17
			29.40	08/10/2017	1000 3 JUL 31 2017	SVC 6-29 THRU 7-28-17
			28.88	08/10/2017	1000 6 MA AUG 4 2017	SVC 7-5 THRU 8-3-17
			111.08	08/10/2017	1000 7 PR AUG 4 2017	SVC7-3 THRU 8-3-17
			89.42	08/10/2017	1000 8 AUG 1 2017	MONTHLY BILLING THRU 7/31/1
			29.09	08/10/2017	1000 9 WR JUL 31 201	SVC 6-28 THRU 7-28-17
			42.35	08/10/2017	2485 8 AUG 4 2017	SVC 7-5 THRU 8-3-17
			29.79	08/10/2017	4606 2 AUG 1 2017	MONTHLY BILLING THRU 7/31/1
			94.77	08/10/2017	8642 6 AUG 1 2017	MONTHLY BILLING THRU 7/31/1
			2.86	08/10/2017	9780 0 JUL 31 2017	FINAL BILLING 718 INDIANA AVI
	NICOR Total		6,558.51			
1747	COMPASS MINERALS AMERICA INC					
		65	3,038.96	08/10/2017	62920	BULK COARSE ROCK SALT
	COMPASS MINERALS AMERICA INC Total		3,038.96			
1756	NORTH CENTRAL LABORATORIES					
		92543	766.04	08/10/2017	393048	INVENTORY ITEMS
		91683	1,244.35	08/10/2017	393108	MISC LAB SUPPLIES
	NORTH CENTRAL LABORATORIES Total		2,010.39			
1763	VAISALA INC					
			285.00	08/10/2017	080817	APWA SNOW ICE SEMINAR
	VAISALA INC Total		285.00			
1769	OEI PRODUCTS INC					
		92544	1,142.40	08/10/2017	5472	INVENTORY ITEMS
	OEI PRODUCTS INC Total		1,142.40			
1775	RAY O'HERRON CO					
		91821	1,735.14	08/03/2017	01-60174PD-0717	JULY POLICE DEPT UNIFORMS
	RAY O'HERRON CO Total		1,735.14			
1783	ON TIME EMBROIDERY INC					
		91847	445.00	08/10/2017	42879	FIRE DEPT UNIFORMS
		91847	192.00	08/10/2017	42992	FIRE DEPT UNIFORMS
		91847	72.00	08/10/2017	43167	FIRE DEPT UNIFORMS
		92067	228.00	08/10/2017	43562	NAMEPLATE FIRE DEPT

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	ON TIME EMBROIDERY INC Total		<u>937.00</u>			
1795	P&M SEWER AND WATER INC	92476	40,191.68	08/03/2017	92476	71 COMPLETE - BOLT REPLACE
	P&M SEWER AND WATER INC Total		<u>40,191.68</u>			
1822	PDC LABORATORIES INC	92691	75.00	08/03/2017	869996	FLOURIDE TESTING SERVICES
	PDC LABORATORIES INC Total		<u>75.00</u>			
1827	PEERLESS ENTERPRISES INC	92294	1,590.00	08/10/2017	70845	REPAIR FENCE - WELL 7 & 13
	PEERLESS ENTERPRISES INC Total		<u>1,590.00</u>			
1861	POLICE PENSION FUND		4,783.87	08/04/2017	PLP2170804140427PD	Police Pension Tier 2
			14,853.49	08/04/2017	PLPN170804140427PI	Police Pension
			469.66	08/04/2017	POLP170804140427PI	Police Pension - non deferred
	POLICE PENSION FUND Total		<u>20,107.02</u>			
1890	LEGAL SHIELD		14.26	08/04/2017	PPLS170804140427FC	Pre-Paid Legal Services
			8.75	08/04/2017	PPLS170804140427FN	Pre-Paid Legal Services
			8.75	08/04/2017	PPLS170804140427HF	Pre-Paid Legal Services
			136.09	08/04/2017	PPLS170804140427PC	Pre-Paid Legal Services
			8.75	08/04/2017	PPLS170804140427PV	Pre-Paid Legal Services
	LEGAL SHIELD Total		<u>176.60</u>			
1898	PRIORITY PRODUCTS INC	91729	117.84	08/03/2017	910744	MISC SUPPLIES - FLEET
		91729	39.03	08/03/2017	910870	MISC SUPPLIES - FLEET
		91729	138.59	08/10/2017	911077	MISC SUPPLIES - FLEET
	PRIORITY PRODUCTS INC Total		<u>295.46</u>			
1900	PROVIDENT LIFE & ACCIDENT		26.76	08/04/2017	POPT170804140427FI	Provident Optional Life
	PROVIDENT LIFE & ACCIDENT Total		<u>26.76</u>			
1925	QUALITY FASTENERS INC	92537	970.00	08/10/2017	18947	INVENTORY ITEMS

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	QUALITY FASTENERS INC Total		<u>970.00</u>			
1943	RAINMAKERS IRRIGATION INC					
		91611	1,766.20	08/10/2017	RC52629	FY 2018 MAINTENANCE
		92460	130.00	08/03/2017	139909	REPAIRS @ 3125 CHARLEMAGI
	RAINMAKERS IRRIGATION INC Total		<u>1,896.20</u>			
1946	RANDALL PRESSURE SYSTEMS INC					
		91720	25.02	08/03/2017	I-12373-0	MISC SUPPLIES - FLEET
		91548	116.79	08/10/2017	I-12502-0	MISC HARDWARE/SUPPLIES - F
		91676	48.11	08/10/2017	I-12702-0	MISC HARDWARE/SUPPLIES
	RANDALL PRESSURE SYSTEMS INC Total		<u>189.92</u>			
1992	RENZ ADDICTION COUNSELING CTR					
			32,500.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME
			32,500.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME
	RENZ ADDICTION COUNSELING CTR Total		<u>65,000.00</u>			
2032	POMPS TIRE SERVICE INC					
		92478	1,235.42	08/10/2017	640053189	INVENTORY ITEMS
		92570	3,242.40	08/10/2017	640053395	INVENTORY ITEMS
		91638	49.00	08/10/2017	640053424	SCRAP DISPOSAL FEES
	POMPS TIRE SERVICE INC Total		<u>4,526.82</u>			
2046	RUSSO POWER EQUIPMENT INC					
		91732	1,669.24	08/03/2017	4247386	MISC HARDWARE/SUPPLIES
		91732	1,039.99	08/03/2017	4264768	TOOLS
	RUSSO POWER EQUIPMENT INC Total		<u>2,709.23</u>			
2059	SCOTT R SANDERS					
			199.97	08/03/2017	062017	REIMB PETCO PURCHASE
	SCOTT R SANDERS Total		<u>199.97</u>			
2076	ST CHARLES HISTORY MUSEUM					
		92393	2,625.00	08/10/2017	VCCHSM0617	HTL TX DSBRSMT JUNE 2017
	ST CHARLES HISTORY MUSEUM Total		<u>2,625.00</u>			
2079	SCHROEDER CRANE RENTAL					
		92470	1,900.00	08/03/2017	3474	RENTAL 7-13 THRU 7-17-17
	SCHROEDER CRANE RENTAL Total		<u>1,900.00</u>			

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2081	JANIS SCHUESSLER		24.00	08/10/2017	082417	PER DIEM 8-24 THRU 8-25-17
	JANIS SCHUESSLER Total		<u><u>24.00</u></u>			
2109	SECRETARY OF STATE		95.00	08/10/2017	080817	TITLE TRANSFER
			103.00	08/03/2017	071217A	
			95.00	08/03/2017	080117A	
			6.00	08/03/2017	080117B	
			125.00	08/03/2017	080117C	
			125.00	08/03/2017	080117D	LICENSE RENEWAL BACKUP IN
	SECRETARY OF STATE Total		<u><u>549.00</u></u>			
2137	SHERWIN WILLIAMS	91516	30.93	08/10/2017	2413-7	PAINT SUPPLIES
	SHERWIN WILLIAMS Total		<u><u>30.93</u></u>			
2140	MIKE SHORTALL		57.70	08/10/2017	080317	RETIREMENT CECILE BENSON
	MIKE SHORTALL Total		<u><u>57.70</u></u>			
2157	SISLERS ICE & DAIRY LTD	91665	103.50	08/03/2017	346722	ICE DELIVERY
	SISLERS ICE & DAIRY LTD Total		<u><u>103.50</u></u>			
2163	SKYLINE TREE SERVICE &	91519	7,428.75	08/10/2017	3868	SVCS 6-19 THRU 7-14-17
		91519	5,169.50	08/10/2017	3873	TREE SVC 7-20 & 7-21-17
		91519	6,725.00	08/10/2017	3874	TREE SVC 7-12 THRU 7-19-17
	SKYLINE TREE SERVICE & Total		<u><u>19,323.25</u></u>			
2200	STATE TREASURER	88753	2,177.50	08/10/2017	51830	BILLING FOR APRIL 2017
	STATE TREASURER Total		<u><u>2,177.50</u></u>			
2228	CITY OF ST CHARLES		136.28	07/31/2017	03-31-31065-6-1-0617	SERVICE 5/30/17-6/29/17
			115.00	07/31/2017	3-31-31067-2-1-0617	SERVICE 5/30/17-6/29/17
			88.45	07/31/2017	3-31-31068-0-2-0617	
	CITY OF ST CHARLES Total		<u><u>339.73</u></u>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
2235	STEINER ELECTRIC COMPANY					
		92431	198.60	08/10/2017	S005764771.001	INVENTORY ITEMS
		92580	54.00	08/10/2017	S005776933.001	INVENTORY ITEMS
		91751	143.26	08/10/2017	S005780063.001	ELEC SUPPLIES
		91751	13.04	08/10/2017	S005780063.002	ELEC SUPPLIES
		92231	347.27	08/03/2017	S005748174.002	INVENTORY ITEMS
		91511	158.60	08/03/2017	S005770145.001	ELEC SUPPLIES
		92579	688.32	08/03/2017	S005775322.002	ELEC SUPPLIES
	STEINER ELECTRIC COMPANY Total		1,603.09			
2264	SUICIDE PREVENTION SERVICES					
			8,500.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME
			8,500.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME
	SUICIDE PREVENTION SERVICES Total		17,000.00			
2300	TEMCO MACHINERY INC					
		91724	67.12	08/03/2017	AG57421	HANDLE PADDLE
		91724	16.19	08/10/2017	AG57407	SLEEVE EXTENDER
		91724	531.02	08/10/2017	AG57441	PUMP STEERING/GASKET
	TEMCO MACHINERY INC Total		614.33			
2301	GENERAL CHAUFFERS SALES DRIVER					
			159.00	08/04/2017	UNT 170804140427CD	Union Dues - Teamsters
			124.50	08/04/2017	UNT 170804140427FN	Union Dues - Teamsters
			2,351.50	08/04/2017	UNT 170804140427PV	Union Dues - Teamsters
	GENERAL CHAUFFERS SALES DRIVER Total		2,635.00			
2316	APC STORE					
		92620	325.07	08/03/2017	478-442399	INVENTORY ITEMS
		92681	211.09	08/03/2017	478-442955	INVENTORY ITEMS
		91587	1,581.02	08/03/2017	4780004177-0717	MISC HARDWARE/SUPPLIES - F
		92538	422.67	08/10/2017	478-443320	INVENTORY ITEMS
		92538	271.47	08/10/2017	478-443321	INVENTORY ITEMS
		92743	86.83	08/10/2017	478-443566	INVENTORY ITEMS
	APC STORE Total		2,898.15			
2319	THOMPSON ELEVATOR INSPECTION					
		91958	300.00	08/03/2017	17-1574	5 ANNUAL ELEVATOR INSPECT
	THOMPSON ELEVATOR INSPECTION Total		300.00			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
2345	TRAFFIC CONTROL & PROTECTION	92454	136.00	08/10/2017	1428	DG SLOW PADDLE COMPLETE
	TRAFFIC CONTROL & PROTECTION Total		136.00			
2356	TRICITY HEALTH PARTNERSHIP		5,000.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME
			5,000.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME
	TRICITY HEALTH PARTNERSHIP Total		10,000.00			
2357	TRI CITY FAMILY SERVICES		98,000.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME
			98,000.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME
	TRI CITY FAMILY SERVICES Total		196,000.00			
2401	UNIVERSAL UTILITY SUPPLY INC	92016	492.00	08/03/2017	3024907	INVENTORY ITEMS
	UNIVERSAL UTILITY SUPPLY INC Total		492.00			
2403	UNITED PARCEL SERVICE		22.18	08/03/2017	000650961297	SHIPPING
			166.30	08/10/2017	0000650961307	WEEKLY SHIPPING
	UNITED PARCEL SERVICE Total		188.48			
2404	HD SUPPLY FACILITIES MAINT LTD	92539	444.23	08/10/2017	315276	INVENTORY ITEMS
		92597	2,202.78	08/10/2017	319443	RUGGED LDO KIT
	HD SUPPLY FACILITIES MAINT LTD Total		2,647.01			
2429	VERIZON WIRELESS		397.37	08/03/2017	9789879290	SVC 6-24 THRU 7-23-17
	VERIZON WIRELESS Total		397.37			
2470	WAREHOUSE DIRECT	91540	8.71	08/03/2017	3544617-0	OFFICE SUPPLIES - PD
		92029	20.36	08/03/2017	3545381-0	OFFICE SUPPLIES - BCE
		92473	36.05	08/03/2017	3547546-0	COFFEE SUPPLIES - IC
		91557	42.95	08/03/2017	3548203-0	OFFICE SUPPLIES - HR
		91495	43.19	08/03/2017	3548238-0	OFFICE SUPPLIES - CITY HALL
		91540	30.95	08/03/2017	3549755--0	OFFICE SUPPLIES - PD
		92509	69.55	08/03/2017	3551623-0	PAPER AND KEY TAGS
		91747	190.44	08/10/2017	35454925-0	OFFICE SUPPLIES - UB

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		92534	136.34	08/10/2017	3553240-0	BRT DRUM DR250
		91666	38.68	08/10/2017	3555119-0	OFFICE SUPPLIES - PW
		91540	30.74	08/10/2017	3557528-0	OFFICE SUPPLIES - PD
		92598	50.26	08/10/2017	3558917-0	OFFICE SUPPLIES - FD
	WAREHOUSE DIRECT Total		698.22			
2477	WASCO LAWN & POWER INC					
		91517	389.78	08/03/2017	201346	VEH 1832 RO 58496
	WASCO LAWN & POWER INC Total		389.78			
2478	WATER PRODUCTS AURORA					
		92573	228.00	08/10/2017	0274577	COMP COUPLING
		92573	58.80	08/10/2017	0274578	TUBING/CTS INSERT
	WATER PRODUCTS AURORA Total		286.80			
2485	WBK ENGINEERING LLC					
		88034	207.61	08/03/2017	18024	RG RD RESURFACE LAFO
	WBK ENGINEERING LLC Total		207.61			
2490	WELCH BROS INC					
		92511	200.00	08/03/2017	1599880	WOOD STAKES
		92522	911.25	08/03/2017	1599880A	ARDEX ERM
		92540	102.00	08/10/2017	1600824	INVENTORY ITEMS
	WELCH BROS INC Total		1,213.25			
2506	EESCO					
		92581	61.68	08/10/2017	231042	INVENTORY ITEMS
		92595	150.00	08/10/2017	231044	INVENTORY ITEMS
		92417	556.00	08/03/2017	207466	AUTO SPLICE
	EESCO Total		767.68			
2510	TONY WHITTAKER					
			93.50	08/10/2017	080917	(4) JEANS OLD NAVY 7/22/17
	TONY WHITTAKER Total		93.50			
2527	WILLIAM FRICK & CO					
		92327	979.88	08/10/2017	519038	INVENTORY ITEMS
	WILLIAM FRICK & CO Total		979.88			
2543	WREDLING MIDDLE SCHOOL					
			1,600.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME

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			1,600.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME
	WREDLING MIDDLE SCHOOL Total		<u>3,200.00</u>			
2545	GRAINGER INC					
		92488	53.56	08/03/2017	9499518562	PIN LUG
		92499	197.63	08/03/2017	9500881132	HANDHELD SPRAYER
		92508	39.56	08/03/2017	9501700935	DESKTOP LOCKING KIT
		92532	52.78	08/03/2017	9502668776	INVENTORY ITEMS
		92533	119.61	08/03/2017	9502668784	INVENTORY ITEMS
		92525	227.20	08/10/2017	9505501651	INVENTORY ITEMS
		92519	86.10	08/10/2017	9505757865	SNAP BOLT INTRLCK STEEL
	GRAINGER INC Total		<u>776.44</u>			
2630	ZIEBELL WATER SERVICE PRODUCTS					
		92483	214.75	08/03/2017	238125-000	INVENTORY ITEMS
	ZIEBELL WATER SERVICE PRODUCTS Total		<u>214.75</u>			
2631	ZIMMERMAN FORD INC					
		91499	2,364.21	08/03/2017	S43-0717	MONTHLY BILLING JULY 2017
		91472	37,791.00	08/10/2017	0173346	FORD F250
		91473	37,791.00	08/10/2017	0173347	FORD F550
		92744	41.72	08/10/2017	15781	INVENTORY ITEMS
		92663	149.95	08/10/2017	49659	TRANSMISSION SERVICE
	ZIMMERMAN FORD INC Total		<u>78,137.88</u>			
2637	ILLINOIS DEPT OF REVENUE					
			18.95	08/04/2017	ILST170721143954FD	Illinois State Tax
			802.95	08/04/2017	ILST170804140427CA	Illinois State Tax
			2,014.65	08/04/2017	ILST170804140427CD	Illinois State Tax
			8,791.58	08/04/2017	ILST170804140427FD	Illinois State Tax
			2,238.79	08/04/2017	ILST170804140427FN	Illinois State Tax
			838.81	08/04/2017	ILST170804140427HR	Illinois State Tax
			1,713.17	08/04/2017	ILST170804140427IS	Illinois State Tax
			10,110.77	08/04/2017	ILST170804140427PD	Illinois State Tax
			13,386.09	08/04/2017	ILST170804140427PW	Illinois State Tax
	ILLINOIS DEPT OF REVENUE Total		<u>39,915.76</u>			
2638	INTERNAL REVENUE SERVICE					
			794.94	08/04/2017	FICA170804140427CA	FICA Employee
			2,931.92	08/04/2017	FICA170804140427CD	FICA Employee

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			505.23	08/04/2017	FICA170804140427FD	FICA Employee
			3,182.57	08/04/2017	FICA170804140427FN	FICA Employee
			1,199.01	08/04/2017	FICA170804140427HR	FICA Employee
			2,514.97	08/04/2017	FICA170804140427IS	FICA Employee
			2,111.25	08/04/2017	FICA170804140427PD	FICA Employee
			18,583.14	08/04/2017	FICA170804140427PV	FICA Employee
			794.94	08/04/2017	FICE170804140427CA	FICA Employer
			2,931.92	08/04/2017	FICE170804140427CD	FICA Employer
			505.23	08/04/2017	FICE170804140427FD	FICA Employer
			3,182.57	08/04/2017	FICE170804140427FN	FICA Employer
			1,199.01	08/04/2017	FICE170804140427HR	FICA Employer
			2,514.97	08/04/2017	FICE170804140427IS	FICA Employer
			2,111.25	08/04/2017	FICE170804140427PD	FICA Employer
			18,583.14	08/04/2017	FICE170804140427PV	FICA Employer
			6.65	08/04/2017	FIT 170721143954FD	Federal Withholding Tax
			2,211.17	08/04/2017	FIT 170804140427CA	Federal Withholding Tax
			5,799.99	08/04/2017	FIT 170804140427CD	Federal Withholding Tax
			28,418.77	08/04/2017	FIT 170804140427FD	Federal Withholding Tax
			7,011.84	08/04/2017	FIT 170804140427FN	Federal Withholding Tax
			2,580.09	08/04/2017	FIT 170804140427HR	Federal Withholding Tax
			4,309.96	08/04/2017	FIT 170804140427IS	Federal Withholding Tax
			29,908.84	08/04/2017	FIT 170804140427PD	Federal Withholding Tax
			37,632.50	08/04/2017	FIT 170804140427PW	Federal Withholding Tax
			7.42	08/04/2017	MEDE170721143954FI	Medicare Employee
			286.09	08/04/2017	MEDE170804140427C	Medicare Employee
			685.68	08/04/2017	MEDE170804140427C	Medicare Employee
			3,008.15	08/04/2017	MEDE170804140427FI	Medicare Employee
			744.31	08/04/2017	MEDE170804140427FI	Medicare Employee
			280.41	08/04/2017	MEDE170804140427H	Medicare Employee
			588.16	08/04/2017	MEDE170804140427IS	Medicare Employee
			3,527.36	08/04/2017	MEDE170804140427PI	Medicare Employee
			4,346.09	08/04/2017	MEDE170804140427PI	Medicare Employee
			7.42	08/04/2017	MEDR170721143954FI	Medicare Employer
			286.09	08/04/2017	MEDR170804140427C	Medicare Employer
			685.68	08/04/2017	MEDR170804140427C	Medicare Employer
			3,008.15	08/04/2017	MEDR170804140427FI	Medicare Employer
			744.31	08/04/2017	MEDR170804140427FI	Medicare Employer
			280.41	08/04/2017	MEDR170804140427H	Medicare Employer
			588.16	08/04/2017	MEDR170804140427IS	Medicare Employer

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			3,527.36	08/04/2017	MEDR170804140427P	Medicare Employer
			4,346.09	08/04/2017	MEDR170804140427P	Medicare Employer
	INTERNAL REVENUE SERVICE Total		<u>208,473.21</u>			
2639	STATE DISBURSEMENT UNIT					
			440.93	08/04/2017	0000000371708041404	IL Child Support Amount 1
			465.36	08/04/2017	0000000641708041404	IL Child Support Amount 2
			795.70	08/04/2017	0000001351708041404	IL Child Support Amount 1
			471.13	08/04/2017	0000001911708041404	IL Child Support Amount 1
			817.98	08/04/2017	0000001971708041404	IL CS Maintenance 1
			1,661.54	08/04/2017	0000002021708041404	IL CS Maintenance 1
			545.00	08/04/2017	0000002061708041404	IL Child Support Amount 1
			580.00	08/04/2017	0000002921708041404	IL Child Support Amount 1
			369.23	08/04/2017	0000004861708041404	IL Child Support Amount 1
			700.15	08/04/2017	0000012251708041404	IL Child Support Amount 1
			180.00	08/04/2017	0000012671708041404	IL Child Support Amount 1
	STATE DISBURSEMENT UNIT Total		<u>7,027.02</u>			
2643	DELTA DENTAL					
			3,490.20	07/31/2017	073117	DELTA DENTAL CLAIMS
			6,744.45	08/08/2017	080817	DELTA DENTAL CLAIMS
	DELTA DENTAL Total		<u>10,234.65</u>			
2644	IMRF					
			195,804.48	08/10/2017	081017	EE/ER/VOLUNTARY JULY 2017
	IMRF Total		<u>195,804.48</u>			
2648	HEALTH CARE SERVICE CORP					
			211,187.88	08/08/2017	080817	MEDICAL CLAIMS
	HEALTH CARE SERVICE CORP Total		<u>211,187.88</u>			
2652	JPMORGAN CHASE BANK NA					
			350.00	08/08/2017	072417CM	CC CHARGES JULY 2017
			991.87	08/08/2017	072417DB	CC CHARGES JULY 2017
			88.80	08/08/2017	072417DK	CC CHARGES JULY 2017
			25.00	08/08/2017	072417JK	CC CHARGES JULY 2017
			1,119.00	08/08/2017	072417JM	CC CHARGES JULY 2017
			2,009.62	08/08/2017	072417JS	CC CHARGES JULY 2017
			31,790.41	08/08/2017	072417KD	CC CHARGES JULY 2017
			180.00	08/08/2017	072417KY	CC CHARGES JULY 2017

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			1,047.39	08/08/2017	072417LG	CC CHARGES JULY 2017
			1,929.74	08/08/2017	072417SS	CC CHARGES JULY 2017
			273.53	08/08/2017	072417TB	CC CHARGES JULY 2017
			73.94	08/08/2017	072417TC	CC CHARGES JULY 2017
	JPMORGAN CHASE BANK NA Total		39,879.30			
2674	VIKING CHEMICAL CO					
		64	5,301.42	08/10/2017	49981	CHEMICALS
		64	1,104.00	08/03/2017	49577	CHEMICALS
	VIKING CHEMICAL CO Total		6,405.42			
2683	CONTINENTAL AMERICAN INSURANCE					
			59.89	08/04/2017	ACCG170804140427FI	AFLAC Accident Plan
			17.47	08/04/2017	ACCG170804140427FI	AFLAC Accident Plan
			17.48	08/04/2017	ACCG170804140427IS	AFLAC Accident Plan
			106.22	08/04/2017	ACCG170804140427PI	AFLAC Accident Plan
			68.07	08/04/2017	ACCG170804140427P'	AFLAC Accident Plan
	CONTINENTAL AMERICAN INSURANCE Total		269.13			
2756	RXBENEFITS INC.					
			33,562.58	08/08/2017	64931	PRESCRIPTION CLAIM/FEEES
	RXBENEFITS INC. Total		33,562.58			
2766	WAUBONSEE COMMUNITY COLLEGE					
		92485	345.00	08/10/2017	X00257421-907	COURSE/TRAIN = S REHAK
		92486	345.00	08/10/2017	X00308397-907	COURSE - S SIWY
	WAUBONSEE COMMUNITY COLLEGE Total		690.00			
2822	AMERICAN CRIME PREVENTION INST					
			1,250.00	08/03/2017	3199	CLASS - BURDEN 10-16~10-27
	AMERICAN CRIME PREVENTION INST Total		1,250.00			
2883	ADVANCED DISPOSAL SERVICES					
		91738	1,156.31	08/03/2017	T00001562368	MONTHLY BILLING AUGUST 20
	ADVANCED DISPOSAL SERVICES Total		1,156.31			
2929	FOOTE MIELKE CHAVEZ & O'NEIL					
			370.00	08/10/2017	3913	LEGAL BILLING ALIBI
			3,200.00	08/10/2017	3926	JULY ORDINANCE VIOLATIONS
			259.00	08/10/2017	3927	LEGAL BILLING PARKER DERU'
			500.00	08/10/2017	3928	LEGAL ALBERTO CORTEZ COR

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			550.00	08/10/2017	3929	LEGAL ROBERT DURBIN
			550.00	08/10/2017	3930	LEGAL LESLIE DRUMMOND
	FOOTE MIELKE CHAVEZ & O'NEIL Total		5,429.00			
2963	RAYNOR DOOR AUTHORITY					
		92650	200.00	08/10/2017	125218	REPAIR FS #1
	RAYNOR DOOR AUTHORITY Total		200.00			
2968	ROB VICICONDI					
			75.00	08/10/2017	082117	PER DIEM 8-21 THRU 8-25-17
	ROB VICICONDI Total		75.00			
2979	EARTH PEST CONTROL COMPANY					
		91589	1,000.00	08/03/2017	9148	SVC @ IL BRIDGE
		91589	1,500.00	08/03/2017	9149	SVC @ MAIN ST BRIDGE
		91589	1,000.00	08/03/2017	9150	SVC @ PIANO BRIDGE
	EARTH PEST CONTROL COMPANY Total		3,500.00			
2985	S SCHROEDER TRUCKING INC					
		57	6,474.75	08/03/2017	32882	SEIMI DUMPING
	S SCHROEDER TRUCKING INC Total		6,474.75			
3002	JET SERVICES INC					
		91953	130.00	08/10/2017	990023379	SHREDDING SVCS 7-20-17
	JET SERVICES INC Total		130.00			
3013	COUNTRYSIDE INDUSTRIES INC					
		92058	10,075.00	08/03/2017	E172438	ADDITIONAL PLANTING
		92058	14,750.00	08/03/2017	E172439	DWNTWN LANDSCAPE PROJ
	COUNTRYSIDE INDUSTRIES INC Total		24,825.00			
3098	GEAR WASH LLC					
		92708	452.42	08/10/2017	13086	JACKET SERVICE
	GEAR WASH LLC Total		452.42			
3102	RUSH PARTS CENTERS OF ILLINOIS					
		92548	784.33	08/10/2017	3007136173	INVENTORY ITEMS
		91518	271.13	08/10/2017	3007180895	V#1825 RO#58577
			-199.50	08/10/2017	3007229895	CRED IN#3007100965
		91518	95.40	08/03/2017	3007068053	VEH 1794 RO 58515
		91518	237.95	08/03/2017	3007082905	VEH 1797 RO 58529

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		91518	22.92	08/03/2017	3007082916	V#1794 RO#58515
		91518	1,408.78	08/03/2017	3007100965	V#1794 RO#58515
			-665.00	08/03/2017	3007160376	CRED INV#3003998786
	RUSH PARTS CENTERS OF ILLINOIS Total		1,956.01			
3131	VCNA PRAIRIE INC					
		63	678.00	08/03/2017	888086005	READY MIX
		63	904.00	08/03/2017	888086330	READY MIX
		63	395.50	08/03/2017	888094224	4000 PSI GROUP
		63	791.00	08/10/2017	888005811	READY MIX
		63	395.50	08/10/2017	888047634	READY MIX
		63	508.50	08/10/2017	888069292	READY MIX
		63	847.50	08/10/2017	888097587	4000 PSI GROUP
		63	621.50	08/10/2017	888097589	4000 PSI GROUP
		63	621.50	08/10/2017	888110363	S4000 PSI GROUP
	VCNA PRAIRIE INC Total		5,763.00			
3156	TRANSUNION RISK & ALTERNATIVE					
		91539	82.70	08/03/2017	252639-0717	MONTHLY BILLING JULY 2017
	TRANSUNION RISK & ALTERNATIVE Total		82.70			
3204	NAMI DEKALB- KANE SO- KENDALL					
			2,250.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME
			2,250.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME
	NAMI DEKALB- KANE SO- KENDALL Total		4,500.00			
3209	HOLMGREN ELECTRIC INC					
		91677	560.00	08/03/2017	4970	SVC @ WEST PLANT
	HOLMGREN ELECTRIC INC Total		560.00			
3236	HR GREEN INC					
		92145	8,817.15	08/03/2017	112842	7TH AVE CULVERT IMPROVEMI
		88715	21,896.51	08/03/2017	112844	7TH AVE EPA WATERSHED
		87838	10,399.00	08/03/2017	112847	7TH AVE MASTER PLAN THRU I
	HR GREEN INC Total		41,112.66			
3258	BEST DOCTORS INC					
		91593	353.60	08/03/2017	060117	SVCS JUNE 2017
	BEST DOCTORS INC Total		353.60			
3267	COMPASS GROUP USA INC					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		91528	267.45	08/03/2017	052560000044340	COFFEE SUPPLIES - PD
		92503	78.09	08/03/2017	052560000044369	COFFEE SUPPLIES - IS
	COMPASS GROUP USA INC Total		345.54			
3280	PLANET DEPOS LLC					
		91861	479.00	08/03/2017	176938	SVC 6-22-17
	PLANET DEPOS LLC Total		479.00			
3289	VISION SERVICE PLAN OF IL NFP					
			7.57	08/04/2017	VSP 170804140427CA	Vision Plan Pre-tax
			58.25	08/04/2017	VSP 170804140427CD	Vision Plan Pre-tax
			203.19	08/04/2017	VSP 170804140427FD	Vision Plan Pre-tax
			39.90	08/04/2017	VSP 170804140427FN	Vision Plan Pre-tax
			4.76	08/04/2017	VSP 170804140427HR	Vision Plan Pre-tax
			52.63	08/04/2017	VSP 170804140427IS	Vision Plan Pre-tax
			207.35	08/04/2017	VSP 170804140427PD	Vision Plan Pre-tax
			330.85	08/04/2017	VSP 170804140427PV	Vision Plan Pre-tax
	VISION SERVICE PLAN OF IL NFP Total		904.50			
3298	JENNIFER KUHN					
			1,337.85	08/10/2017	201	COORD SVC JULY/MILEAGE
			541.54	08/10/2017	202	MTG/BKS/SURVEY/BC MEALS
	JENNIFER KUHN Total		1,879.39			
3309	WAGEWORKS					
		91607	193.45	08/10/2017	INV233561	FSA ADMIN FEE
	WAGEWORKS Total		193.45			
3316	J&S CONSTRUCTION SEWER & WATER					
		92601	11,989.00	08/10/2017	1702303	STORM SEWER POINT REPAIR
	J&S CONSTRUCTION SEWER & WATER Total		11,989.00			
3327	HUB INTERNATIONAL MIDWEST LTD					
		91599	3,667.00	08/10/2017	764380	AUGUST 2017 CONSULTING
	HUB INTERNATIONAL MIDWEST LTD Total		3,667.00			
3336	NETWORKFLEET INC					
		91636	869.90	08/10/2017	OSV000001143806	JULY BILLING
	NETWORKFLEET INC Total		869.90			
3343	ILLINI POWER PRODUCTS COMPANY					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		91355	1,355.68	08/10/2017	SWO015411-3	GENERATOR REPAIR - CS
		92586	928.44	08/03/2017	SWO016240-1	SVC @ 2 E MAIN ST
	ILLINI POWER PRODUCTS COMPANY Total		2,284.12			
3347	WAGEWORKS-ACH					
			915.53	08/08/2017	INV247200	FLEX SPENDING CLAIMS
			300.00	08/01/2017	INV241014	FLEX SPENDING CLAIMS
	WAGEWORKS-ACH Total		1,215.53			
3357	A&L TOOLS INC					
		92584	227.00	08/10/2017	07201748062	V#5299 RO#58590
		92582	44.50	08/10/2017	07201748063	V#5299 RO#58604
	A&L TOOLS INC Total		271.50			
3399	Christopher Bong					
			35.75	08/10/2017	072517A	REIMB FOR TRAVEL 7-25~7-26-
	Christopher Bong Total		35.75			
3422	SUPERIOR ELECTROSTATIC					
		91715	29,450.00	08/03/2017	00194	PRAIRIE/MAIN BRIDGE PAINTIN
	SUPERIOR ELECTROSTATIC Total		29,450.00			
3433	INTERSTATE POWER SYSTEMS INC					
			756.41	08/03/2017	C042018479:01	INVOICE CREDITED
			-756.41	08/03/2017	C042018511:01	CREDITS INVOICE C0420184479
	INTERSTATE POWER SYSTEMS INC Total		0.00			
3457	ANCEL GLINK DIAMOND BUSH					
			3,392.50	08/03/2017	57998	SVCS JUNE 2017
	ANCEL GLINK DIAMOND BUSH Total		3,392.50			
3465	TIMOTHY WILSON					
			12.50	08/10/2017	072517A	REIMB TRAVEL EXP 7-25~7-26-
	TIMOTHY WILSON Total		12.50			
3474	TRAVELERS INDEMNITY					
			4,726.60	08/10/2017	1969998	RE: DEVEREAU EEOC/MESSNE
	TRAVELERS INDEMNITY Total		4,726.60			
3484	MIDLAND STANDARD ENGINEERING					
		92151	768.50	08/03/2017	137406	2017 RD REHAB TESTING

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	MIDLAND STANDARD ENGINEERING Total		<u>768.50</u>			
3501	SOLARWINDS INC	92575	319.00	08/10/2017	IN334893	KIWI CATTOOLS/SERVER
	SOLARWINDS INC Total		<u>319.00</u>			
3539	PREVENTATIVE MAINTENANCE SYSTM	91628	298.00	08/03/2017	204701, 697, 749, 773	STATEMENT BALANCE
	PREVENTATIVE MAINTENANCE SYSTM Total		<u>298.00</u>			
3561	ADVANCED ELEVATOR COMPANY	92689	1,261.95	08/10/2017	41676	TEST SENSORS IN PIT/MACHIN
	ADVANCED ELEVATOR COMPANY Total		<u>1,261.95</u>			
3596	GRAYBAR ELECTRIC CO INC	92504	732.07	08/10/2017	992546489	STRIKEPLATES INNOVATIONS
	GRAYBAR ELECTRIC CO INC Total		<u>732.07</u>			
3597	GEOSTAR MECHANICAL INC	91244	190.00	08/10/2017	12672	CENTURY STATIONS
		92699	505.90	08/10/2017	13294	REPAIR CENTURY STATIONS
		92603	2,365.36	08/03/2017	13249	PW WELL #7 REPAIR
		92603	1,213.38	08/03/2017	13250	POLICE DEPT BLOWER REPAIR
		92153	580.00	08/03/2017	13265	WTR METERS EAST HS/WREDL
	GEOSTAR MECHANICAL INC Total		<u>4,854.64</u>			
3667	Anthony Licht		64.48	08/03/2017	072217	(2) Jeans Target 7/22/17
	Anthony Licht Total		<u>64.48</u>			
3720	Megan Lopinski		41.00	08/03/2017	073117	PARAMEDIC LICENSE RENEWA
	Megan Lopinski Total		<u>41.00</u>			
3737	ALEXANDER'S CONTRACT SERVICES	92234	315.60	08/10/2017	101274	7' ANTENNA
	ALEXANDER'S CONTRACT SERVICES Total		<u>315.60</u>			
3750	RUEKERT & MIELKE INC	92174	1,317.22	08/10/2017	119676	TYLER RD WATER MAIN REPLCA

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	RUEKERT & MIELKE INC Total		<u>1,317.22</u>			
3766	PROVEN BUSINESS SYSTEMS	91960	141.65	08/03/2017	407428	SVC 6-20 THRU 7-19-17
	PROVEN BUSINESS SYSTEMS Total		<u>141.65</u>			
3787	VIKING BROS INC	56	2,048.72	08/03/2017	INV_2017-304	MISC CHEMICALS WATER DEP
	VIKING BROS INC Total		<u>2,048.72</u>			
3790	RED MOUNTAIN INC	92602	388.31	08/10/2017	19494	CORDS FOR EMISSION TESTER
	RED MOUNTAIN INC Total		<u>388.31</u>			
3794	INTERLINE BRANDS INC	92541	76.20	08/03/2017	406913988	INVENTORY ITEMS
	INTERLINE BRANDS INC Total		<u>76.20</u>			
3799	LRS HOLDINGS LLC	92722	130.00	08/10/2017	160941	MONTHLY SVCS
		92722	130.00	08/10/2017	163550	MONTHLY SVCS
	LRS HOLDINGS LLC Total		<u>260.00</u>			
3805	EMPLOYEE BENEFITS CORP - ACH		22,934.58	07/31/2017	C98632-201707	FLEX SPENDING CLAIMS
	EMPLOYEE BENEFITS CORP - ACH Total		<u>22,934.58</u>			
3813	DOVE THISELTON	91957	2,794.99	08/03/2017	072817	FACADE PROGRAM 228 W MAIL
	DOVE THISELTON Total		<u>2,794.99</u>			
3832	SELECT CONSTRUCTION GROUP LLC	92237	28,347.00	08/10/2017	071917	INSTALL ROOF LAB BUILDING
	SELECT CONSTRUCTION GROUP LLC Total		<u>28,347.00</u>			
3844	SIMULAIDS INC	92458	191.79	08/03/2017	266632	RESCUE RANDY HARNESS
	SIMULAIDS INC Total		<u>191.79</u>			
3847	CONDUENT INCORPORATED	92490	550.00	08/03/2017	1389632	REGIONAL TRAINING AUG 15-1

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	CONDUENT INCORPORATED Total		<u>550.00</u>			
3855	COLT'S MANUFACTURING CO LLC		450.00	08/03/2017	72090-8	CLASS = ROSS 2-23 THRU 2-25
	COLT'S MANUFACTURING CO LLC Total		<u>450.00</u>			
3856	EDWARD FOUNDATION		2,250.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME
			2,250.00	08/03/2017	FY 2018	MENTAL HEALTH DISBURSEME
	EDWARD FOUNDATION Total		<u>4,500.00</u>			
9990001	ATTORNEYS' TITLE GUARANTY FUND		192,379.48	08/07/2017	09-27-485-003	PROPERTY PURCH 801 ILLINOI
	ATTORNEYS' TITLE GUARANTY FUND Total		<u>192,379.48</u>			
9990004	ILLINOIS EMERGENCY NURSES		10.00	08/10/2017	083017	CLASS - RUNKLE 8-30-17
	ILLINOIS EMERGENCY NURSES Total		<u>10.00</u>			
9990007	LYNNE WILLIAMS		10.98	08/03/2017	20170801	AFLAC REFUND
	LYNNE WILLIAMS Total		<u>10.98</u>			
9990007	VINCENT FIORE		690.12	08/03/2017	2017PR008	TYLER/64 LOT 2 GEN RESCUE
	VINCENT FIORE Total		<u>690.12</u>			
9990007	AVONDALE CUSTOM HOMES INC		831.08	08/03/2017	2015PR007	1147 GENEVA RD-HILLCROFT T
	AVONDALE CUSTOM HOMES INC Total		<u>831.08</u>			
9990007	MARK W PODL		1,092.93	08/03/2017	2017PR002	LEGACY BUSINESS LOT 8 & 9
	MARK W PODL Total		<u>1,092.93</u>			
9990007	CALLIE ROBERTSON		699.12	08/10/2017	2017PR006	MEIJER SIGN AMENDMENT
	CALLIE ROBERTSON Total		<u>699.12</u>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
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	<u>Grand Total:</u>	<u>7,441,176.50</u>				
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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: IA

Title:

Recommendation to select the Rt. 31 and Red Gate Road site as the new location for the Police Facility.

Presenter:

Peter Suhr & Jim Keegan

Meeting: City Council

Date: September 5, 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.

Attachments (*please list*):

None

Recommendation/Suggested Action (*briefly explain*):

Recommendation to select the Rt. 31 and Red Gate Road site as the new location for the Police Facility.

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IIA

Title:

Presentation of a Resolution to Accept the Real Estate Owned Purchase and Sale Agreement between Plank Road, LLC and the City of St. Charles. (New Police Station Site)

Presenter:

Mark Koenen & Chief Keegan

Meeting: City Council

Date: September 5, 2017

Proposed Cost: \$714,765

Budgeted Amount: \$FY 18-19
(adjustment required)

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

For approximately the last two years the Council has discussed the disposition of the Police Station. This City Council item provides you with the opportunity to finalize site selection for the future Police Station at the former Valley Shopping Center. This location would “bump” the recommendation offered by the Government Services Committee on February 27, 2017 recommending the Station be constructed at property the City owns at the intersection of IL 31 and Red Gate Road. The purchase includes 6.5 acres and the agreement anticipates a closing before December 31, 2017. The site satisfies goals the City Council established early in this discussion including: 1- providing for a functional building allowing for job efficiency, 2- providing access and a presences along a main transportation route and 3- being located in generally a central City location. Additionally, the Police Department believes this location will provide easy access for not only motorists but pedestrians seeking to engage with local law enforcement officials.

Attachments *(please list):*

Real Estate Owned Purchase and Sale Agreement

Recommendation/Suggested Action *(briefly explain):*

Presentation of a Resolution to Accept the Real Estate Owned Purchase and Sale Agreement between Plank Road, LLC and the City of St. Charles. (New Police Station Site)

City of St. Charles, Illinois
Resolution No. _____

**A Resolution to Accept the Real Estate Owned Purchase and Sale Agreement
between Plank Road, LLC and the City of St. Charles.**

**Presented & Passed by the
City Council on September 5, 2017**

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to execute that certain Real Estate Owned Purchase and Sale Agreement, in substantially the form attached hereto and incorporated herein as Exhibit "A" by and on behalf of the City of St. Charles.

Presented to the City Council of the City of St. Charles, Illinois this 5th day of September, 2017.

Passed by the City Council of the City of St. Charles, Illinois this 5th day of September, 2017.

Approved by the Mayor of the City of St. Charles, Illinois this 5th day of September, 2017.

Mayor Raymond P. Rogina

Attest:

City Clerk

Council Vote:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

**REAL ESTATE OWNED
PURCHASE AND SALE AGREEMENT**

Between

Plank Road, LLC
("Seller")

and

City of St. Charles, IL
("Purchaser")

REAL ESTATE OWNED PURCHASE AND SALE AGREEMENT

This REAL ESTATE OWNED PURCHASE AND SALE AGREEMENT ("Agreement") dated and effective _____, 2017, between **PLANK ROAD, LLC** ("Seller"), an Illinois limited liability company, with its principal place of business at One Pierce Place, Suite 1500, Itasca, Illinois 60143, and the **CITY OF ST. CHARLES**, an Illinois Municipal corporation, with its principal place of business at **2 E. Main Street, St. Charles, Illinois 60174**.

WITNESSETH:

WHEREAS, Seller is the owner of the property commonly known as 6.5114 acres at Valley Shopping Center, 1415-1607 Main Street, St. Charles, Illinois 60174, to be legally described upon the completion of the resubdivision of a larger tract of real estate, of which the Property being purchased hereunder is a part, with Seller having full power and authority to sell the Property.

WHEREAS, Seller desires to sell and Purchaser desires to purchase Seller's right, title and interest in and to the Property.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions. As used in this Agreement, the following terms have the meanings specified below.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person.

"Date of Acceptance" is the date on which the Seller accepts the terms of the Agreement and executes same.

"Deed" has the meaning set forth in Section 6.1.

"Escrow Agent" shall mean Chicago Title Insurance Company.

"Hazardous Substances" means those substances included within the definitions of any one or more of the terms "hazardous substances," "hazardous materials," "toxic substances," and "hazardous waste" in any federal, state or local law or regulation relating to materials causing a threat to human health or safety or the environment, including CERCLA (42 U.S.C. Section 9601 et seq.), RCRA (42 U.S.C. Section 6901 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.) and the Clean Water Act (13 U.S.C. Section 1321 et seq.).

"Person" means an individual, corporation, partnership, joint venture, trust or unincorporated organization or a federal, state, city, municipal or foreign government or an agency or political subdivision thereof.

"Purchase Price" has the meaning set forth in Section 2.2.

"Property" is approximately 6.4± acres generally located in the real estate commonly known as the Valley Shopping Center, St. Charles, Illinois, to be finally determined upon the approval of the resubdivision of the Valley Shopping Center site. The preliminary depiction of the Property in the proposed resubdivision is attached hereto as **Exhibit A**.

"Sale Date" means the date on which the Purchase Price for the Property is received by Seller in the form of a wire transfer, such date to be fifteen (15) days after the expiration of the Subdivision Contingency specified in Section 2.7 or the Inspection Period specified in Section 2.6 whichever is last to occur or sooner by mutual agreement of the parties.

Section 1.2. Other Definitional Provisions; Terms of Construction.

- (a) Accounting terms not otherwise defined in this Agreement have the meanings given to those terms under Generally Accepted Accounting Principles.
- (b) Defined terms may be used in the singular or the plural, as the context requires.
- (c) References to Sections, Exhibits, Schedules and like references are to Sections, Exhibits, Schedules and the like of this Agreement unless otherwise expressly provided.
- (d) The words "include," "includes" and "including" are deemed to be followed by the phrase "without limitation."
- (e) Unless the context in which it is used otherwise clearly requires, the word "or" has the inclusive meaning represented by the phrase "and/or."
- (f) Unless the context in which it is used otherwise clearly requires, all references to days, weeks and months mean calendar days, weeks and months.

**ARTICLE II
PURCHASE AND SALE OF THE PROPERTY**

Section 2.1. Purchase and Sale of the Property. Seller hereby agrees on Sale Date and upon payment by Purchaser of the Purchase Price, to sell, assign, transfer, convey and deliver or cause to be sold, assigned, transferred or conveyed to Purchaser, and Purchaser hereby agrees to purchase from Seller, all of Seller's right, title and interest in and to the Property.

Section 2.2. Purchase Price. The purchase price shall be \$2.52 per square foot of the lot, to be determined based on the Final Plat of Resubdivision. (The approximate Purchase Price is \$714,764.92), subject to the adjustments, pro-rations and credits set forth in this Agreement.

Section 2.2.1. Nicor Disconnection. The Purchaser shall reimburse the Seller for the cost of the Nicor disconnection as shown on **Exhibit B** attached hereto and made a part hereof. The cost of the Nicor disconnection shall be in addition to the Purchase Price. The payment for the Nicor disconnection cost shall be made at closing.

Section 2.2.2 Demolition Obligations.

The Seller, at its expense, shall cause the Grimm Building(west strip mall) to be demolished on or before December 1, 2017. Purchaser's obligation to close this transaction shall be contingent upon the completion of the demolition of the Grimm Building.

The Purchaser is solely responsible for all demolition costs on the Property.

Section 2.3. Initial Deposit; Payment.

(a) Within five (5) days of execution of this Agreement, Purchaser shall deposit Twenty-Five Thousand and 00/100 Dollars (\$25,000) with the Escrow Agent by wire transfer in immediately available United States funds to hold as an earnest money deposit ("Initial Deposit"). The Initial Deposit shall be held pursuant to the terms of the Strict Joint Order Escrow Agreement attached hereto as **Exhibit C**.

(b) The balance of the Purchase Price shall be paid on the Sale Date by wire transfer in immediately available United States funds.

Section 2.4 Survey. Within twenty (20) days after the approval of the Final Plat of Resubdivision, Seller shall obtain, at its sole cost and expense, an ALTA Survey of the Real property and deliver same to Purchaser. The survey shall be dated subsequent to the date hereof, prepared by a Surveyor and/or engineer licensed to prepare the same in the State of Illinois and all boundaries shall be clearly staked. In addition to containing Table A items 1, 3, 7(a), 8, 9, 11, 16 and 17, the survey shall: (i) be certified to Seller, Purchaser, and the Title Insurer in compliance with ALTA minimum standards for land title surveys; (ii) show the boundary lines of the Real Property together with all building set back lines and easements benefitting and binding the Real property; (iii) locate all permanent improvements to the Real Property; (iv) show all such improvements to be entirely located within the boundary lines of the Real Property; (v) show no encroachments over boundary lines, easements and rights of way other than those encroachments which will be eliminated upon the demolition of the building currently located on the Property; (vi) show access to the Real Property from one or more public rights of way; and (viii) certify that no part of the Real Property is in a flood plain, flood way or constitutes wetlands. If the survey discloses any encroachments that will not be eliminated or unpermitted defects, as to which the Title Insurer has not commit to insure, Seller shall have five (5) business days from the receipt of said survey to elect, in its sole discretion to (i) correct such unpermitted exceptions on the survey, or (ii) to have Title Insurer insure over them, or (iii) elect to not correct or insure over the unpermitted exception. If Seller fails or elects not to correct such unpermitted exceptions on the survey or to have Title Insurer insure over them with said five (5) business days, Purchaser shall have the right to terminate this Agreement or, at its option, to close this transaction subject such unpermitted exceptions.

Section 2.5 Title Commitment. No later than ten (10) days following Seller's execution of this Contract, Seller will furnish to Purchaser a title commitment (the "Title Commitment") for the overall property of which the Property being purchased hereunder is a part, in an amount equal to the total Purchase Price, issued by the Title Company together with copies of all instruments (the "Title Instruments") reflected as exceptions therein, including, but not

limited to, any easements, restrictions, reservations, terms, covenants, or conditions which may be applicable to or enforceable against the Property. The Title Commitment shall be updated to include only the Property and any additional exceptions resulting from the resubdivision. The Title Commitment will show the Seller to be owner of good and indefeasible fee simple title. Purchaser shall have thirty (30) days (the "Review Period") after receipt of the Title Commitment, and Title Instruments in which to examine same and notify Seller in writing of objection to same. Upon the expiration of the Review Period, Purchaser shall be deemed to have accepted all exceptions to title as shown on the Title Commitment, except for matters for which notification permitted herein has been given by Purchaser. In the event of notification to Seller of objections by Purchaser, Seller shall in good faith (i) undertake to eliminate or modify such objectionable items to the reasonable satisfaction of Purchaser or elect to not undertake the elimination or modification of the objectionable item, within fifteen (15) days, (the "Cure Period"), after receipt of such notice of objections. In the event Seller has not cured, or is unable to cure, objections of Purchaser within the Cure Period, Purchaser may, at its option, and as Purchaser's sole remedy, terminate this Contract as to all of the Property by written notice to Seller at any time subsequent to the Cure Period or, in the alternative, accept title as it then is with the right to deduct from the Purchase Price, First Midwest Bank liens or encumbrances of a definite or ascertainable amount and waive all objections to any other unpermitted exceptions. If this Contract is terminated as to all of the Property the Earnest Money shall be promptly returned to Purchaser. Seller shall pay all costs, fees, and expenses payable to the Title Company; and neither party shall thereafter have any further duties, rights or obligations hereunder. Any exceptions accepted by Purchaser or not timely objected to as aforesaid shall be hereafter collectively referred to as "Permitted Encumbrances". Possession shall be delivered at Closing free and clear of all matters except the Permitted Encumbrances.

Section 2.6. Due Diligence Inspections.

2.6.1 Purchaser shall have the period from the date hereof through and including the sixtieth (60th) day following the date hereof ("Inspection Period"), to determine if the Property is suitable for Purchaser's proposed use. If, in Purchaser's sole discretion, Purchaser is not satisfied with the condition of the Property for the use proposed by Purchaser for the Property, or with the results of Purchaser's research and inspections concerning the Property and its proposed use, or with the documents and materials concerning the Property reviewed by Purchaser, then Purchaser shall have the right, for any reason or for no reason, to terminate this Agreement by written notice to Seller on or before the expiration of the Inspection Period. Notwithstanding the foregoing, if Seller is required under this Agreement to deliver to Purchaser a document other than the Plat of Subdivision contemplated hereunder, within a specified number of days after the execution hereof and Seller fails to deliver such document within such time, but delivers such document subsequent thereto and Purchaser accepts same and does not terminate this Agreement, then the Inspection Period shall be extended by the number of days between the date the document should have been delivered and the date it was actually delivered, without further notice. Upon any termination of this Agreement by Purchaser, all Earnest Money shall be immediately paid to Purchaser.

2.6.2 Purchaser and its agents and representatives may, during the Inspection Period, perform soil, geotechnical, environmental, engineering, wetlands, biological and any other tests deemed necessary or desirable by Purchaser and inspect and audit the Property and records of Seller with respect thereto for such purposes as Purchaser may require. At Purchaser's request, Seller shall furnish Purchaser or make available for Purchaser's review and duplication, those documents and instruments with respect to the Property specified on **Exhibit E** attached hereto, and provide Purchaser and its representatives, full and complete access to the Property. Purchaser hereby agrees to indemnify, defend and hold Seller harmless from and against all liability and cost for damage or injury to the extent caused by Purchaser and its agents and representatives in performing said inspection, excluding the mere discovery of any environmental

condition or contamination; provided, further, that the foregoing indemnity specifically excludes any incidental, consequential, special, punitive or similarly speculative types of damages.

Section 2.7 Physical Inspections.

2.7.1 Purchaser agrees that, in making any physical or environmental inspections of the Property, Purchaser or Purchaser's agents will not interfere with the activity of any persons occupying or providing service at the Property, will not reveal to any third party not approved by Seller the results of its inspections other than as may be required by court order or by law; provided that Purchaser shall be permitted to reveal the results of such inspections to its attorneys, accountants or consultants. Purchaser shall be responsible, at Purchaser's sole cost, to restore any physical damage caused by the inspections. Purchaser shall give the Seller twenty-four (24) hours' prior notice by telephone of its intention to conduct any inspections, and Seller reserves the right to have a representative present. Purchaser agrees to provide Seller with a copy of any inspection reports resulting from Purchaser's inspections and examinations within five (5) days of their completion, which obligation shall survive Closing or termination of the Agreement. Purchaser agrees (which agreement shall survive Closing or termination of this Agreement) to indemnify, defend, and hold Seller free and harmless from any loss, injury, damage, claim, lien, cost or expense, including attorney's fees and costs, arising out of a breach of the foregoing agreements by Purchaser in connection with the inspection of the Property or otherwise from the exercise by Purchaser or its agents or representatives of the right of access under this Section 2.5.

2.7.2 Purchaser shall obtain and maintain during the pendency of this transaction a policy of comprehensive general liability insurance with respect to any activities of Purchaser, its agents, employees, contractors, representatives or invitees, which may take place on the Property. Such insurance shall be in the amount of \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate for bodily injury and property damage. Such policy shall be in a form and with an insurance carrier reasonably acceptable to Seller. Purchaser shall deliver to Seller a certificate of insurance so providing and naming Seller as an additional insured, in form acceptable to Seller, prior to entering upon the property.

2.7.3 Except as may be set forth herein, Seller makes no representations or warranties as to the truth, accuracy or completeness of any materials, data or other information supplied to Purchaser by Seller in connection with Purchaser's inspection of the Property. It is the parties' express understanding and agreement that such materials have been provided only for Purchaser's convenience in making its own examination of the Property during the Due Diligence Period and prior to the Closing Date, and that Purchaser has relied, and shall rely exclusively on its own independent investigation and evaluation of every aspect of the Property and not on any materials supplied by Seller.

Section 2.8. All-Cash Transaction. This is an all-cash sale and purchase and is not contingent upon obtaining financing.

Section 2.9. Subdivision Contingency. The Seller agrees to file an Application for Final Plat of Re-Subdivision for the property promptly after the execution of this Agreement and shall diligently process the Application thereafter.. This Agreement, and Seller's obligations

hereunder, is contingent upon the Seller obtaining the approval of a Final Plat of Re-Subdivision and any other related documents required by the City of St. Charles within sixty (60) days of the date of the Application for the Final Plat of Re-Subdivision, subject to the Seller being able to extend this deadline for additional thirty (30) day time periods, as needed to complete the subdivision process provided it is diligently processing the Application. Seller shall also obtain the approval of any amended private easements prior to the approval of the Plat of Re-Subdivision. The Purchaser hereby conditionally approves the proposed lot configuration for the resubdivision contained in **Exhibit A** attached hereto and made a part hereof. The final Plat of Re-Subdivision must be approved by the St. Charles City Council. If the Seller fails to obtain all of the necessary Governmental/Private Approvals Seller may, upon written notice to Purchaser terminate this Agreement and the Initial Deposit will be returned to the Purchaser.

Section 2.10. Apportionment. The following items will be apportioned between the Seller and Purchaser as of the Sale Date, with all such expenses relating to the period on or prior to the Sale Date to be Seller's responsibility, and all such expenses relating to the period after the Sale Date to be Purchaser's responsibility, whether or not previously paid by Seller: real estate taxes (calculated on square foot basis, based on the applicable size of the Property), and assessments on the basis of the fiscal year for which assessed, cooperative fees, , utilities and any other items customarily apportioned in the jurisdiction in which the Property is located. Any association fees, maintenance agreements, cost sharing agreements, assessments or special assessments payable after the Sale Date, even if confirmed prior to the Sale Date, are Purchaser's responsibility. A schedule of the apportionments will be prepared prior to the Sale Date ("Apportionment Schedule"); provided, however, the absence of any item from the Apportionment Schedule does not relieve either party from their contractual obligations set forth in this Agreement. Seller and Purchaser agree to enter into a re-proration agreement at closing for the prior real estate taxes. Said re-proration agreement shall call for a calculation of the actual taxes for the property when received in 2018.

Purchaser acknowledges that Seller may have retained real estate tax counsel and routinely files tax appeals for properties it owns. As such an appeal of the Assessment and resulting taxes for the Property may have been filed. If an appeal has been filed that results in a reduction of assessment and has been finalized and therefore tax amount payable prior to closing, the tax proration shall be based upon 100% of the reduced amount. If a tax appeal has been filed prior to Closing but results are not yet available or have not been finalized, the tax proration shall be put in a strict joint order escrow with the title company at closing, shall be prorated based upon 100% of the most recent ascertainable full year tax bill for the applicable portion of the real estate being acquired under this Agreement, and shall be re-prorated based upon 100% of the final reduced assessment amount if the appeal is successful.

Section 2.11. Intentionally omitted.

Section 2.12. Title Policies. Seller shall obtain from Chicago Title a commitment to issue a title policy for the Property ("Title Commitment") and shall deliver such Title Commitment to Purchaser within ten (10) days after the execution of this Agreement. Seller's delivery of a "mark up" title policy for the Property shall be a condition to Closing. Seller is solely responsible for obtaining extended coverage over matters of survey.

ARTICLE III
GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

Seller represents and warrants to Purchaser as of the Sale Date:

Section 3.1. Due Formation and Good Standing. Seller is duly organized, validly existing and in good standing under the laws of its state of organization.

Section 3.2. Authority and Capacity. Seller has all requisite power, authority and capacity to enter into this Agreement and to perform its obligations hereunder. Seller has the right to sell its interest in the Property. The execution and delivery of this Agreement, and any related agreements or instruments and the consummation of the transactions contemplated hereby and thereby, have been duly and validly authorized by all necessary corporate action. This Agreement is the binding obligation of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, receivership, conservatorship, reorganization, fraudulent conveyance or other similar laws relating to or affecting creditor's rights generally and moratorium laws from time to time in effect, and by equitable principles restricting availability of equitable remedies.

Section 3.3. Litigation. There is no litigation, proceeding, claim, demand or governmental investigation pending or threatened, nor is there any order, injunction or decree outstanding against or relating to Seller, which would materially impair the ability of Seller to perform its obligations hereunder.

ARTICLE IV
SPECIFIC REPRESENTATIONS AND WARRANTIES AS TO THE PROPERTY

With respect to the Property, Seller, to its actual knowledge represents to Purchaser as of the Sale Date:

Section 4.1. Liens and Encumbrances. The Property is free and clear of all encumbrances and liens except for: (a) liens for real estate taxes and special assessments not yet due and payable; (b) covenants, conditions and restrictions, rights of way, easements and all other matters of public record as of the Sale Date; and (c) other matters to which like properties are commonly subject which do not materially interfere with the benefits of the owner thereof or the use or enjoyment of the Property, (d) liens from First Midwest Bank that shall be released at Closing, and (e) those items listed on **Exhibit D** attached hereto. The exceptions to title listed in 4.1(a)-(e) are known as Permitted Exceptions.

Section 4.2. Good Title. As of the Sale Date, the Property has not been assigned or pledged by Seller, and Seller is the owner of record of the Property and has good and marketable title thereto, free and clear of any and all liens or encumbrances (except as otherwise set forth in Section 4.1), and any and all equities, participation interests, claims, pledges, charges, or security interests of any nature, subject to no interest or participation of, agreement with, or approval of any other party, to sell, assign and transfer the same pursuant to this Agreement.

Section 4.3. No Litigation. There is no pending, or to the actual knowledge of Seller

threatened, claims or litigation involving Seller and/or related to the Property that could materially and adversely affect the value of the Property or Purchaser's right, title or interest in the Property.

Section 4.4. Contractual Obligations. Seller and Purchaser represent and warrant to each other that no broker was the procuring cause of this transaction.

Section 4.5. Location of Improvements. The Property is being sold in "as is", "where is" condition without any representation or warranty as to its condition. Any and all survey requirements or expenses are the sole responsibility of Purchaser.

Section 4.6. Personal Property. None.

Section 4.7. Code Violations. Seller makes no representation or warranty as to any code violations, but has no actual knowledge of any code violations. The Property is being sold "as is".

Section 4.8. Hazardous Substances. Seller has no actual knowledge of any and/or claims of any Hazardous Substances that could materially and adversely affect the value of the Property or Purchaser's right, title or interest in the Property. Seller makes no environmental representation regarding the Property.

Section 4.9. Seller represents and warrants to Buyer that as of the date of this Agreement and as of the Closing Date:

(a) Seller has no actual notice of any violation of any Applicable Law relating to the use, condition or operation of the Property that has not been already fully corrected. As used in this Agreement, the term "**Applicable Law**" shall mean any statute, law, rule, ordinance, regulation, directive, court order or ruling made by any Governmental Entity. As used in this Agreement, the term "**Governmental Entity**" shall mean any federal, state, or local entity, authority, department, agency, instrumentality, or court of any kind.

(b) Seller has no actual knowledge of any suit, claim, litigation, petition, notice, study, investigation or other proceeding (condemnation or otherwise) pending, given or, to the Seller's actual knowledge, threatened by or before any Governmental Entity, with respect to the Property.

(c) There are no persons in possession of, or having a right to possession of, any part of the Property other than Seller and Buyer, other than through various easement rights.

(d) This Agreement has been duly executed by Seller, constitutes the legal and binding obligation of Seller, and is enforceable against Seller in accordance with its terms, and the execution and delivery of this Agreement, the consummation of the transaction herein contemplated, and the compliance with the terms hereof will not conflict with or result in a breach of any agreement to which Seller is a party, or of any lease, indenture, mortgage, loan agreement or instrument to which Seller is a party or by which Seller or its property is bound, or any Applicable Law.

(e) Seller has no actual knowledge of any special tax, levy or assessment for benefits or betterments affecting the Property and no such special taxes, levies or assessments are in existence, pending or, to Seller's actual knowledge, contemplated.

(f) Except to the extent identified in the reports described on the reports provided by Seller hereto ("**Reports**") Seller and the Property during the time period of Seller's ownership has been in compliance with all Environmental Laws, including, without limitation: (A) all requirements relating to the Discharge and Handling of "**Hazardous Substances**" (defined herein broadly to include any toxic or hazardous substance, material or waste, and any other contaminant, pollutant or constituent thereof, including, without limitation, petroleum or petroleum products, the presence of which requires investigation or remediation under any Environmental Laws); (B) all requirements relating to notice, record keeping and reporting; and (C) all applicable writs, orders, judgments, injunctions, governmental communications, decrees, informational requests or demands issued pursuant to, or arising under, any Environmental Laws. "**Environmental Laws**", as used in this Agreement, means all federal, state, regional or local statutes, laws, rules, regulations, codes, ordinances, orders or licenses, whether currently in existence or hereafter enacted, any of which govern or relate to pollution, protection of the environment, public health and safety, air emissions, water discharges, waste disposal, hazardous or toxic substances, solid or hazardous waste, or occupational health and safety. "**Discharge**", as used in this Agreement, means any manner of spilling, leaking, dumping, discharging, releasing, migrating or emitting, as any of such terms are or may further be defined in any Environmental Law, into or through any medium including, without limitation, ground water, surface water, land, soil or air. "**Handle**", as used in this Agreement, means any manner of generating, accumulating, storing, treating, disposing of, transporting, transferring, labeling, handling, manufacturing or using, as any of such terms are or may further be defined in any Environmental Law.

(g) There are no current non-compliance orders, warning letters or notices of violation, claims, suits, actions, judgments, penalties, fines or administrative or judicial investigations of any nature or proceedings pending or, to Seller's actual knowledge, threatened against or involving the Property issued by any governmental agency or third party with respect to any Environmental Laws, which have not been resolved to the satisfaction of the issuing Governmental Entity or third party in a manner that would not impose any obligation, burden or continuing liability on Buyer.

(h) Seller has not at any time Discharged, nor has it at any time affirmatively allowed or arranged for any third party to Discharge, Hazardous Substances to, at or upon the Property or upon any adjoining property. Seller has no actual knowledge of the Discharge of any Hazardous Substance on, into or directly beneath the surface of the Property.

(i) Seller has no actual knowledge of any Underground Storage Tanks on the Property, or any Discharge from or rupture of any "**Aboveground Storage Tanks**" or "**Underground Storage Tanks**" (as each term is defined in Section 6901 *et seq.*, as amended, of RCRA, or any Applicable Law governing Aboveground or Underground Storage Tanks) on or in the Property.

(j) The reports provided by Seller are delivered in "as is" condition.

(k) Seller is not a party to any contract, agreement or commitment to sell, convey, assign, transfer, provide rights of first refusal or other similar rights or otherwise dispose of any portion of the Property.

(l) Seller is not or will not at the Closing be in default in respect of any of its obligations or liabilities pertaining to the Property (including, but not limited to, such obligations and liabilities under the Permitted Exceptions), and no event has occurred that the giving of notice or passage of time, or both, would give rise to any such default under any of the same.

(m) Except for the obligations contemplated by the terms of this Agreement, no commitments have been made to any Governmental Entity, utility company, school board, church or other religious body, or any other organization, group or individual relating to the Property which would impose an obligation upon Buyer or its successors or assigns to make any contributions or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property or in any other way adversely affecting the development of the Property.

(n) Reserved

(o) There are no service contracts or other agreements affecting the Property which will remain in effect after Closing.

(p) That between the date of the execution of this Agreement and the Closing, Seller shall: (i) not, without first obtaining the written consent of Buyer, enter into any contracts, agreements or leases pertaining to the Property; and (ii) not cancel or permit cancellation of any hazard or liability insurance carried with respect to the Property or its operation.

The representations and warranties contained in Section 4.9 or elsewhere in this Agreement by Seller shall be deemed to be remade as of the Closing Date, but shall not survive the Closing.

ARTICLE V
GENERAL REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller as of the Sale Date:

Section 5.1. Due Formation and Good Standing. Purchaser is duly organized, validly existing and in good standing under the laws of its state of organization.

Section 5.2. Authority and Capacity. Purchaser has all requisite power, authority, and capacity to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement and any related agreements or instruments and the consummation of the transactions contemplated hereby and thereby, each has been duly and validly authorized by all necessary company action. This Agreement and any related agreements or instruments each constitute a valid and legally binding agreement of Purchaser enforceable in accordance with its terms.

Section 5.3. No Conflict. None of the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby or compliance with its terms and conditions, violates, conflicts with, results in the breach of or constitutes a default under, is prohibited by, or requires any additional approval under any of the terms, conditions or provisions of Purchaser's articles of organization or operating agreement, or any other agreement or instrument to which Purchaser is now a party or by which it is bound, or of any order, judgment or decree of any court or governmental authority applicable to Purchaser.

ARTICLE VI TRANSFER OF INTEREST

Section 6.1. Delivery of Seller Documents and Other Items. On the Sale Date, Seller shall execute and deliver to Purchaser the following (collectively, "Seller's Closing Documents"):

(a) An original, duly executed customary special warranty deed for the Property, in recordable form (the "Deed"), conveying to Purchaser such title of Seller, as applicable, in and to the Property, together with any documents or forms customarily prepared and executed by a Seller of real property as may be applicable, as part of recording the Deed or payment or assessment of any taxes associated therewith;

(b) A certificate from Seller certifying that it is not a foreign person or foreign corporation as defined in the Internal Revenue Code of 1986, as amended;

(c) Evidence reasonably satisfactory to the Purchaser that the Person executing the Deeds on behalf of Seller has the full power and authority to do so and that the delivery of such documents has been fully authorized, Affidavit of Title and Bill of Sale; and

(d) "Mark Up" Title Policies pursuant to Section 2.10;

Section 6.2. Delivery of Purchaser Documents and Other Items. On the Sale Date, Purchaser will execute and/or deliver to Seller or to other applicable parties the following (collectively, "Purchaser's Closing Documents"):

(a) The Purchase Price in accordance with Article II of this Agreement along with a settlement statement and the apportionments agreed upon in the Apportionment Schedule and any other adjustments, pro-rations or credits contemplated by this Agreement ("Final Settlement Statement");

(b) Evidence reasonably satisfactory to the Title Company that the Person executing the Deeds on behalf of Purchaser has the full power and authority to do so and that the delivery of such documents has been fully authorized;

(c) Such Affidavits of Purchaser or other documents, if any, as may reasonably be required by the Title Company to record Seller's Closing Documents; and

Section 6.3. Further Assurances. Each of Seller and Purchaser agrees to take, or cause to be taken, such acts, including execution and delivery of additional documents, instruments and agreements, as may be reasonably necessary or desirable to carry out the purposes of this Agreement and to consummate the transaction contemplated hereby. The Title Company is responsible for depositing the Deed for recording with the appropriate county recorder as soon as practicable following the Sale Date immediately after Closing.

Section 6.4. Expenses: Liabilities.

(a) Seller and Purchaser will, except as otherwise specifically provided herein, bear their respective expenses incurred in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of their agents, representatives, counsel and accountants.

(b) Except where otherwise allocated by law, and where such allocation may not be waived, any and all transfer taxes (or transfer stamps), recording fees, escrow fees, fees, costs and expenses for the title search and the Title Commitments charged by the Title Company and other customary closing costs associated with transferring the Property from Seller to Purchaser will be shared equally by the Seller and Purchaser.

(c) Except as otherwise set forth in this Agreement, Seller is responsible for all fees and costs associated with servicing, maintaining and all other acts associated with the Property up to the Sale Date.

(d) Except as otherwise set forth in this Agreement, Purchaser is responsible for all fees and costs associated with servicing, maintaining and all other acts associated with the Property after the Sale Date.

Section 6.5. The Closing. The consummation of the transaction contemplated by this Agreement by delivery of documents and payments of money shall take place within thirty (30) days of the later of (i) the demolition of the building having a common address of 1605 W Main

Street, Saint Charles, IL 60174 and also known as the Grimm building, or (ii) the expiration of the Due Diligence Period, but in no event later than December 31, 2017 at the offices of the Escrow Agent or at such alternate location or date as the parties shall mutually agree.

ARTICLE VII REMEDIES

Section 7.1. Indemnification by Seller. Seller will indemnify and hold Purchaser and its officers, directors, employees and agents harmless from and against, and will reimburse it or them for, any and all losses, damages, deficiencies, claims, costs or expenses, including reasonable attorney's fees and will defend it or them against any third-party claim, demand or litigation arising out of, in connection with or to the extent resulting from:

(a) any material misrepresentation made by Seller, or any breach by Seller of this Agreement, or any schedule or exhibit attached hereto, which material misrepresentation or breach of warranty materially and adversely affects the value of the Property or materially and adversely affects the interest of the Purchaser in the Property prior to the Sale Date; or

(b) the non-fulfillment or non-performance of any covenant, condition or action required of Seller pursuant to this Agreement.

Section 7.2. Intentionally Omitted.

Section 7.3. Indemnification by Purchaser. Purchaser indemnifies and holds Seller, its shareholders and Affiliates and their respective officers, directors, employees and agents, harmless from and against, and must reimburse it or them for, any and all losses, damages, deficiencies, claims, costs or expenses, including reasonable attorney's fees, and defend it or them against any third-party claim, demand, or litigation arising out of, in connection with or to the extent resulting from:

(a) any misrepresentation made by Purchaser, or any breach of warranty by Purchaser, contained in this Agreement, or in any schedule, exhibit, report, written statement or certificate furnished by Purchaser pursuant to this Agreement, which misrepresentation or breach of warranty materially and adversely affects the interest of Seller; or

(b) the non-fulfillment or non-performance of any covenant, condition or action required of Purchaser pursuant to this Agreement.

ARTICLE VIII MISCELLANEOUS

Section 8.1. Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

Section 8.2. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument.

Section 8.3. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior agreements, arrangements and understandings relating to the subject matter thereof. There are no written or oral agreements, understandings, representations or warranties between the parties other than those set forth herein.

Section 8.4. Rights Cumulative: Waivers. The rights of each of the parties under this Agreement are cumulative, may be exercised as often as any party considers appropriate and are in addition to each of such party's rights under any other documents executed between the parties or, except as otherwise modified herein, under law. The rights of each of the parties hereunder shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing. Any failure to exercise or any delay in exercising any such rights shall not preclude any other or further exercise of that or any other such right. No act or course of conduct or negotiation on the part of any party shall in any way preclude such party from exercising any such right or constitute a suspension or any variation of any such right.

Section 8.5. Intentionally Omitted.

Section 8.6. Notices. All notices and other communications under this Agreement must be in writing (including a writing delivered by electronic transmission) and are deemed to have been duly given:

(a) when delivered, if sent by registered or certified mail (return receipt requested);

(b) when delivered, if delivered personally or by facsimile or email (if followed by a copy of the same being delivered to the other party by first class mail or reputable overnight courier); or (c) on the first following business day, if sent by United States Express Mail or other reputable overnight courier, in each case to the parties at the addresses set forth below or at such other addresses as shall be specified by like notice:

If to Purchaser: The City of St. Charles
Attn: City Administrator
2 E. Main Street
St. Charles, Illinois 60174
Phone: (630) 377-4442
Fax: (630) 377-6034
Email: mkoenen@stcharles.il.gov

With a copy to: John M. McGuirk
Hoscheit, McGuirk, McCracken & Cuscaden, P.C.
1001 E. Main Street, Suite G
St. Charles, Illinois 60174
Phone: (630) 513-8700
Fax: (630) 513-8799
Email: jmc@hmcpc.com

If to Seller:

Plank Road, LLC
c/o First Midwest Bank
Attn: Amanda L. Panozzo
7800 W. 95th Street
Hickory Hills, Illinois 60457
Phone: (708) 576-7148
Fax: (708) 398-3577
E-mail: Amanda.Panozzo@firstmidwest.com

With a copy to:

Kevin M. Gensler
Dommermuth, Cobine, West, Gensler, Philipchuck, Corrigan and
Bernhard, Ltd.
111 E. Jefferson Avenue, Suite 200
Naperville, Illinois 60540
Phone: (630) 355-5800
Fax: (630) 355-5976
Email: kmg@dbcw.com

Section 8.7. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois without reference to the choice of law principles thereof.

Section 8.8. Waiver of Jury Trial. EACH OF THE PARTIES HERETO WAIVES ITS RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY PARTY AGAINST THE OTHER PARTY, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. EACH OF THE PARTIES HERETO AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS PARAGRAPH AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISION HEREOF OR THEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

Section 8.9. Attorney's Fees. If either party becomes involved in litigation (including bankruptcy proceedings) or other proceedings arising out of or relating to this Agreement, the court will award legal expenses (including reasonable attorney's fees, court costs and other legal expenses) to the prevailing party. The award for legal expenses will not be computed in accordance with any court schedule, but will be as necessary to fully reimburse all reasonable attorney's fees and other legal expenses paid or incurred in good faith, regardless of the size of the judgment or award, it being the intention of the parties to fully compensate for all the reasonable attorney's fees and other legal expenses paid or incurred in good faith. For the purpose of this Agreement, the

terms "attorney's fees" or "attorney's fees and costs" mean the fees and expenses. The terms "attorney's fees" or "attorney's fees and costs" also include all reasonable fees and expenses incurred with respect to appeals, bankruptcy and other proceedings, and whether or not any action or proceeding is brought with respect to the matter for which said fees and expenses were incurred.

Section 8.10. Severability. In the case any provision in this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision will be construed and enforced as if it had been more narrowly drawn so as not to be invalid, illegal or unenforceable, and the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby.

Section 8.11. Successors and Assigns. This Agreement is binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. The foregoing notwithstanding apportionment of expenses as set forth in Section 2.6 and elsewhere herein, may not be assigned.

Section 8.12. Confidentiality. Except as required by law or court order, the parties must keep confidential and must not divulge to any party, without the other party's prior written consent, the terms of this Agreement and the proposed transactions contemplated hereunder; except that either party may disclose such terms to its employees, officers, directors, shareholders, financial advisors, consultants, partners, Affiliates, lenders and attorneys who need to know such terms for purposes of evaluating the transaction or other proper business purpose.

Section 8.13. Attorney Modification. The respective attorneys for the Seller and Purchaser may approve, disapprove, or make modifications to this Agreement, other than stated Purchase Price, within five (5) business days after the Date of Acceptance. Disapproval or modification of this Agreement shall not be based solely upon stated Purchase Price. Any notice of disapproval or proposed modification(s) by either party shall be in writing. **If written notice is not served within the time specified, this provision shall be deemed waived by the Seller and Purchaser and this Agreement shall remain in full force and effect. If prior to the expiration of ten (10) business days after Date of Acceptance, written agreement is not reached by Seller and Purchaser with respect to resolution of proposed modifications, then this Agreement shall be null and void, and all earnest money shall be returned to Purchaser.**

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each of the undersigned parties to this Agreement has caused this Agreement to be duly executed by one of its duly authorized officers or members, all as of the date first written above.

SELLER:

PLANK ROAD, LLC, an Illinois limited
liability company

By: Mary Brown

Its: Vice President

DATED: 8/24/17

PURCHASER:

THE CITY OF ST. CHARLES, an Illinois
Municipal corporation

By: _____

Its: _____

DATED: _____

EXHIBIT A
Legal Description

TO BE DETERMINED UPON APPROVAL OF THE FINAL PLAT OF RESUBDIVISION.

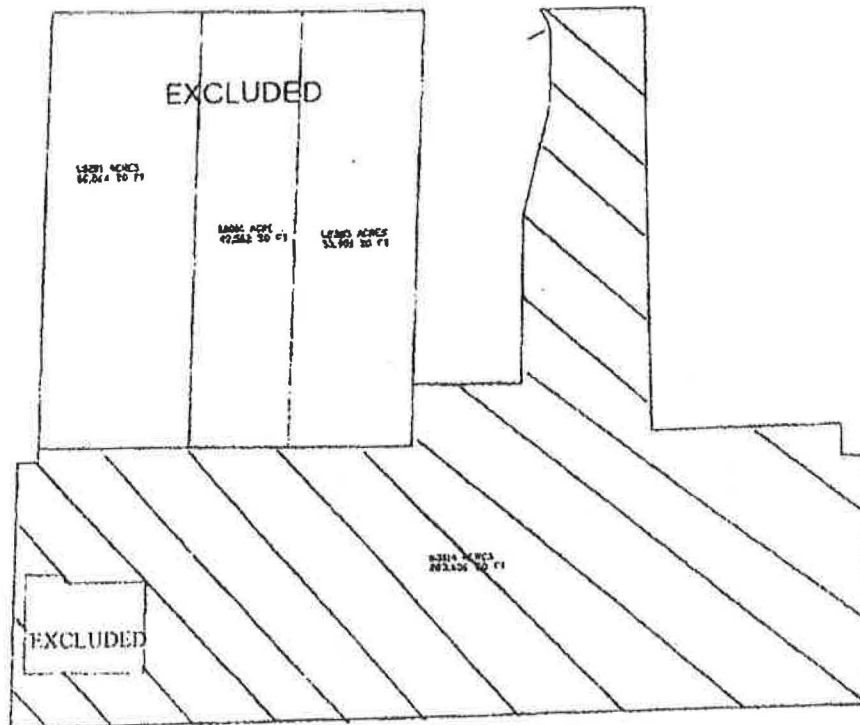


EXHIBIT B

NICOR DISCONNECTION COST

\$11,946.99 -- Total South Building Nicor Disconnect Charges

0.00	105 S. 14th St.	<i>No Charge - Attached to header bar so NG only removing 1 service</i>
942.94	1415 Main	
942.94	1421 Main	
771.77	1423 Main # 4	
771.77	1425 Main # 5	
771.77	1437 Main	
771.77	1505 Main # 136	
0.00	1505 Main # 2	<i>No Charge - Included in 1505 # 136 charge</i>
0.00	1505 Main # 3	<i>No Charge - Included in 1505 # 136 charge</i>
0.00	1515 Main	<i>No Charge - Included in 1519 charge (attached to header bar)</i>
771.77	1519 Main	
771.77	1527 Main	
5,430.49	1535 Main	<i>Pressure Set billed for time/material</i>



EXHIBIT C

CHICAGO TITLE AND TRUST COMPANY
2441 Warrenville Road, Suite 100, Lisle, Illinois 60532

Refer to: Gail Lulling, Escrow Officer
Phone no.: (630) 871-3535
Fax no.: (630) 871-3587

STRICT JOINT ORDER #1 ESCROW TRUST INSTRUCTIONS (EARNEST MONEY)

ESCROW TRUST NO: _____

DATE: _____

To: Chicago Title and Trust Company, Escrow Trustee:

Customer Identification:

Seller: Plank Road, LLC, an Illinois limited liability company

Purchaser: The City of St. Charles, an Illinois Municipal corporation

Property Address: 7± acres in Valley Shopping Center, 1415-1607 Main Street, St. Charles,
Kane County, Illinois 60174

Project Reference: 1415-1607 Main St., St. Charles, IL

Proposed Disbursement Date:

Deposits:

The sum of \$25,000.00 by wire transfer representing: Earnest Money

Delivery of Deposits:

The above-referenced escrow trust deposits ('deposits') are deposited with the escrow trustee to be delivered by it only upon the receipt of a joint order of the undersigned or their respective legal representatives or assigns.

In no case shall the above-mentioned deposits be surrendered except upon the receipt of an order signed by the parties hereto, their respective legal representatives or assigns, or in obedience to the court order described below.

Billing Instructions:

Escrow trust fee will be billed as follows: **50/50** between Seller and Purchaser.

The parties acknowledge that beginning after a period of one year from the date of this agreement,

Chicago Title and Trust Company will impose an administrative maintenance fee (quarterly, semi-annually, or annually) equivalent to the fee set forth on the Company's then current rate schedule.

This fee may be deducted from the outstanding escrow balance or billed **50/50** to Seller and Purchaser.

PLEASE NOTE: The escrow trust fee for these joint order escrow trust instructions is due and payable within 30 days from the projected disbursement date (which may be amended by joint written direction of the parties hereto). In the event no projected disbursement date is ascertainable, said escrow trust fee is to be billed at acceptance and is due and payable within 30 days from the billing date. Chicago Title and Trust Company, at its sole discretion, may reduce or waive the escrow trust fee for these joint order escrow instructions in the event the funds on deposit herein are transferred to or disbursed in connection with sale escrow trust instructions or an agency closing transaction established at Chicago Title.

Investment:

Deposits made pursuant to these instructions may be invested on behalf of any party or parties hereto; provided that any direction to escrow trustee for such investment shall be expressed in writing and contain the consent of all parties to this escrow, and also provided that escrow trustee is in receipt of the taxpayer's identification number and investment forms as required. Escrow trustee will, upon request, furnish information concerning its procedures and fee schedules for investment.

In the event the escrow trustee is requested to invest deposits hereunder, Chicago Title and Trust Company is not to be held responsible for any loss of principal or interest which may be incurred as a result of making the investment or redeeming said investment for the purposes of these escrow trust instructions.

Direction Not to Invest /Right to Commingle:

Except as to deposits of funds for which escrow trustee has received express written direction concerning investment or other handling, the parties hereto direct the escrow trustee NOT to invest any funds deposited by the parties under the terms of this escrow and waive any rights which they may have under Section 2-8 of the Corporate Fiduciary Act (205 ILCS 620/2-8) to receive interest on funds deposited hereunder. In the absence of an authorized direction to invest funds, the parties hereto agree that the escrow trustee shall be under no duty to invest or reinvest any such funds at any time held by it hereunder; and, further, that escrow trustee may commingle such funds with other deposits or with its own funds in the manner provided for the administration of funds under said Section 2-8 and may use any part or all of such funds for its own benefit without obligation to any party for interest or earnings derived thereby, if any. Provided, however, nothing herein shall diminish escrow trustee's obligation to apply the full amount of such funds in accordance with the terms of these escrow instructions.

Compliance With Court Order:

The undersigned authorize and direct the escrow trustee to disregard any and all notices, warnings or demands given or made by the undersigned (other than jointly) or by any other person. The said undersigned also hereby authorize and direct the escrow trustee to accept, comply with, and obey

any and all writs, orders, judgments or decrees entered or issued by any court with or without jurisdiction; and in case the said escrow trustee obeys or complies with any such writ, order, judgment or decree of any court, it shall not be liable to any of the parties hereto or any other person, by reason of such compliance, notwithstanding any such writ, order, judgment or decree be entered without jurisdiction or be subsequently reversed, modified, annulled, set aside or vacated. In case the escrow trustee is made a party defendant to any suit or proceedings regarding this escrow trust, the undersigned, for themselves, their heirs, personal representatives, successors, and assigns, jointly and severally, agree to pay to said escrow trustee, upon written demand, all costs, attorney's fees, and expenses incurred with respect thereto. The escrow trustee shall have a lien on the deposit(s) herein for any and all such costs, fees and expenses. If said costs, fees and expenses are not paid, then the escrow trustee shall have the right to reimburse itself out of the said deposit(s).

Execution:

These escrow trust instructions are governed by and are to be construed under the laws of the State of Illinois. The escrow trust instructions, amendments, or supplemental instructions hereto, may be executed in counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

These Escrow Instruction are made pursuant to the provisions of that certain Real Estate Owned Purchase and Sale Agreement between Purchaser and Seller (the "Agreement"), and the money deposited hereunder is the earnest money under the Agreement (the "Earnest Money"). As between Purchaser and Seller, they agree that they shall provide all joint directions to escrow trustee necessary to cause escrow trustee to disburse the Earnest Money as required under the Agreement, including, without limitation, to return the money to Purchaser if Purchaser terminates the Agreement for any reason on or before the end of the Contingency Period.

For Seller:

Name: Plank Road, LLC
By: Kevin M. Gensler, Esq., Dommermuth, Cobine,
West, Gensler, Philipchuck, Corrigan and Bernhard,
Ltd.
Address: 111 E. Jefferson Avenue, Naperville, IL
60540
Phone: (630) 355-5800 ext. 110
Fax: (630) 470-6654 or (630) 355-5800
E-mail: kmg@dbcw.com

For Purchaser:

Name: The City of St. Charles
By: John M. McGuirk, Esq., Hoscheit, McGuirk,
McCracken & Cuscaden, P.C.
Address: 1001 E. Main St., Ste. G, St. Charles, IL
60174
Phone: (630) 513-8700
Fax: (630) 513-8799
E-mail: jmc@hmcpc.com

Signature: _____

Signature: _____

Accepted: Chicago Title and Trust Company, as Escrow Trustee

By: _____

Date: _____

EXHIBIT D
Permitted Title Exceptions

To be determined pursuant to Section 2.5.

EXHIBIT E
DUE DILIGENCE DELIVERIES

EPA Letter

Final Plat (not signed)

NFR (former gas station) Information:

Transmittal Package

NFR Certificate

NFR Reimbursement

Phase I – 1415-1605 and 1625 Main, St. Charles

Phase II – 1423 & 1625 Main, St. Charles

Pioneer estimate for Dry Cleaner

Received by:

Date: _____

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IIB

Title:

Details regarding the upcoming “Dash in the Dark 5K” taking place on Saturday, October 14, 2017, 7 pm to 11 pm at Bethlehem Lutheran Church, Located at 1145 N. 5th Avenue - Information only.

Presenter:

Chief Keegan

Meeting: City Council

Date: September 5, 2017

Proposed Cost: TBD

Budgeted Amount: \$

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

This special event application was received on August 10, 2017 and the special event committee met with the event coordinator on August 24th.

This is the first year this event will take place in St. Charles and is planned to take place on Saturday, October 14, 2017, from 7 p.m. to 11 p.m. The walk is a fundraiser for ending hunger globally and locally. The event will begin and end at Bethlehem Lutheran Church, located at 1145 N. 5th Avenue.

Approval by Committee or Council is not needed as minimal City services are required for this event. No amplification, parking lot, or street closures are needed; however, EMA and/or Police assistance has been requested to assist walkers across Route 25 at Fulton Ave and Stonehedge Rd. The Special Events Committee wanted to communicate the details of this event on a “for your information” basis so all are

The event sponsor will work directly with the Police Department to determine these details. Any expenses incurred will be paid in full by the event sponsor.

Attachments *(please list):*

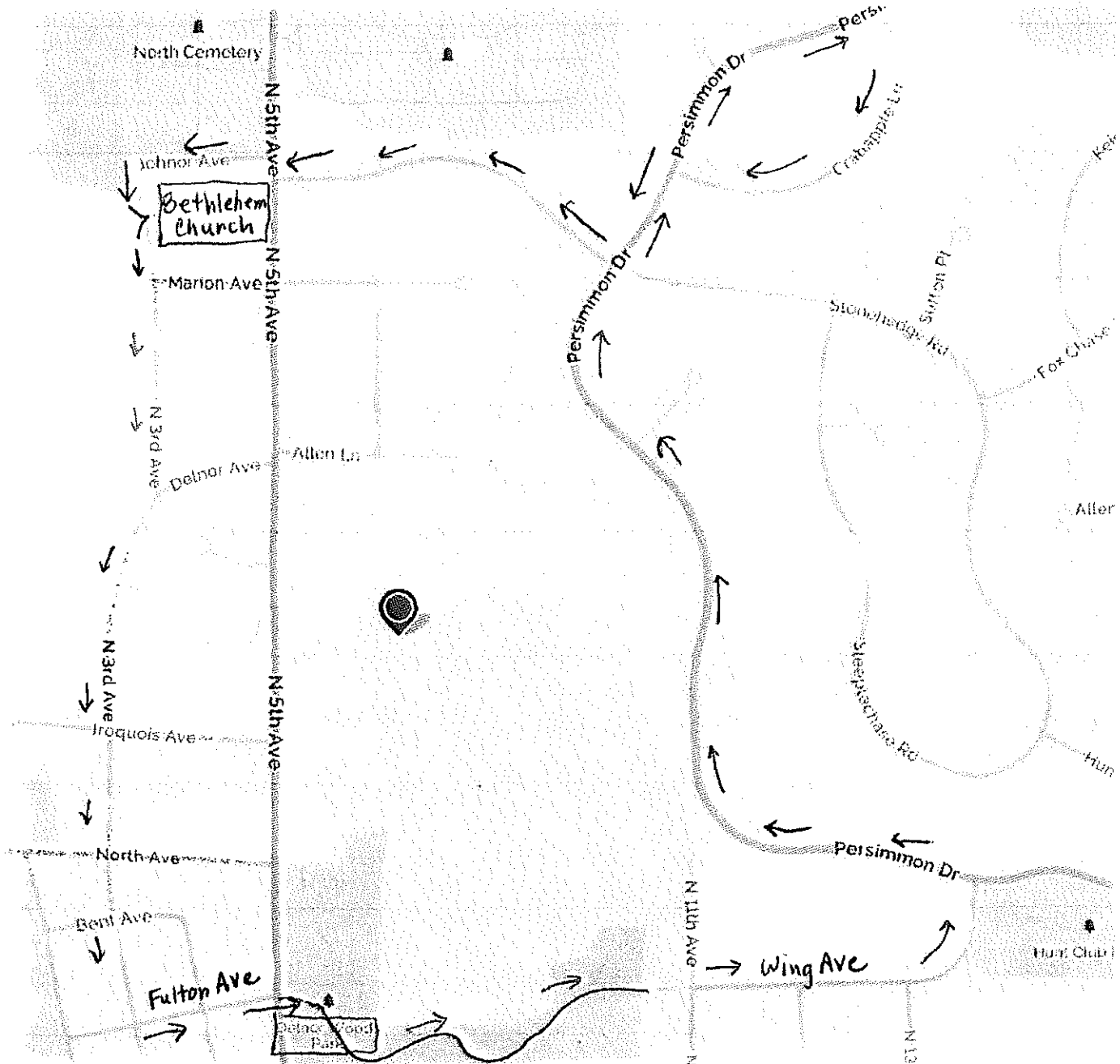
Map of event route

Recommendation/Suggested Action *(briefly explain):*

Details regarding the upcoming “Dash in the Dark 5K” taking place on Saturday, October 14, 2017, 7 pm to 11 pm at Bethlehem Lutheran Church Located at 1145 N. 5th Avenue - Information only.

Tri-Cities CROP Hunger Walk route for 10/14/17

5K/3.1 Miles



1 Begin at Bethlehem Lutheran Church – 1145 N 5th Ave

2 South on N 3rd Ave

3 East on Fulton Ave – Crossing N 5th Ave/Rt 25

4 East thru Delnor Woods Park – Exiting on Eastern edge

5 East on Wing Ave

6 North on Persimmon Dr

7 West on Crabapple Ln

8 South on Persimmon Dr

9 West on Stonehedge Rd – Crossing N 5th Ave/Rt 25

10 North on N 5th Ave

11 West on Johnnor Ave

12 South on N 3rd Ave – Returning to Bethlehem Lutheran Church

(Delnor Woods Park)



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IIC

Title:

Recommendation for Approval of Street Closure and Amplification for the 2017 Blocktober event to take place on Sunday, October 29th 11:30 am – 2:30 pm.

Presenter:

Chief Keegan

Meeting: Government Operations Committee

Date: September 5, 2017

Proposed Cost: \$363.42 - PW

Budgeted Amount: \$

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

This event application was received on August 24, 2017 and the special events committee met on August 29th with the event sponsors to discuss the details of the event.

This event is scheduled to take place on Sunday, October 29th from 11:30 am – 2:30 p.. It is the first year for this family-friendly event, sponsored by St. Mark's and Immanuel Lutheran Churches. A joint worship service will take place in the Arcada theater at 10:30. After the event, all are invited to attend the many events offered by these churches. These will include things such as "Bozo" buckets, "trunk or treating", bounce house, food trucks, face painting, and a magician. All events are free except for the food trucks. This year, the food trucks featured will be Taco Grande and Team Fibbs BBQ. The families of both of these businesses are members of the Immanuel Lutheran congregation.

Event sponsors have already received approval from BMO Harris to utilize their parking lot for this event. They have requested permission from the City for amplification for announcements and music for the event, as well as the closure of Riverside Avenue from Main Street (Rt 64) to Walnut Avenue. This closure will allow everyone to safely cross between the Arcada and BMO Harris parking lot for the festivities.

The only City services needed for this event are the signs and blockades required to safely secure this event.

Attachments *(please list):*

Event map

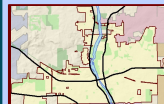
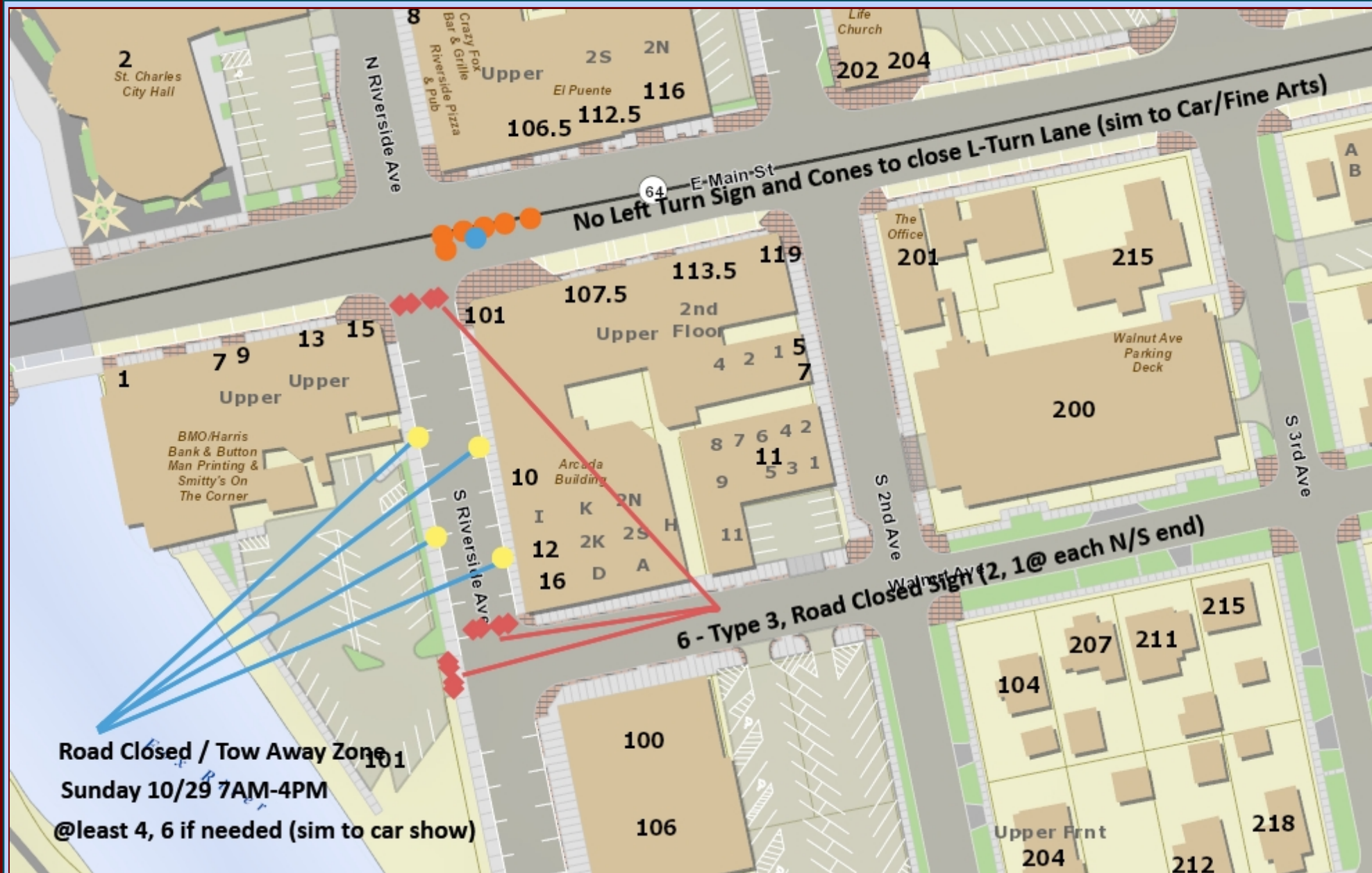
Recommendation/Suggested Action *(briefly explain):*

The Police Department recommends approval of the street closure and amplification for the 2017 Bloctober event.



Two East Main Street St. Charles, IL 60174-1984
Phone: 630-377-4400 Fax: 630-377-4440 - www.stcharlesil.gov

RAYMOND ROGINA *Mayor*
MARK KOENEN *City Administrator*



Data Source:
City of St. Charles, Illinois
Kane County, Illinois
DuPage County, Illinois
Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983
Printed on: August 29, 2017 10:22 AM



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**MINUTES
CITY OF ST. CHARLES, IL
PLANNING AND DEVELOPMENT COMMITTEE
MONDAY, AUGUST 14, 2017 7:00 P.M.**

Members Present: Silkaitis, Payleitner, Lemke, Turner, Bancroft, Gaugel, Vitek, Bessner

Members Absent: Stellato, Lewis

Others Present: Mayor Raymond Rogina; Mark Koenen, City Administrator; Rita Tungare, Director of Community & Economic Development; Russell Colby, Planning Division 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 Bessner at 7:00 P.M.

2. ROLL CALLED

Roll was called:

Present: Silkaitis, Payleitner, Lemke, Turner, Bancroft, Gaugel, Vitek, Bessner

Absent: Stellato, Lewis

3. COMMUNITY & ECONOMIC DEVELOPMENT

- a. Presentation of a Concept Plan for Crystal Loft Townhomes, 214 S. 13th Ave.

Ms. Johnson said the Crystal Loft Townhome proposed Concept Plan is for the industrial building located at the northeast corner of South 13th and Indiana Avenues, often referred to as the Lamp Factory building. The applicant is proposing to convert the original two-story building into 9 residential town home units and construct 5 new additional units. The Plan Commission reviewed the Concept Plan on August 8, 2017. In attendance at this Planning & Development Meeting were representatives from the applicant's team and they presented the project to the Committee.

Mr. Mike Heise, CEO of Lyth Capital, 1847 W. Berteau Ave., Chicago, IL

Mr. Heise stated that their plan is to build 14 units on the site, 9 of them in the existing building and 5 new units toward the eastern end of the site. This will create a unique style of housing that will be a benefit to St. Charles and to the neighborhood as well.

Mr. Jon Hague, 160 E. Grand, Chicago, IL

Mr. Hague said that the plan is to begin with renovating the 9 units into 3 or more bedroom units and then add the additional 5 new units. The first 9 units will have a traditional, green space back yard with detached garages in the back. The 5 units will have a green roof over the garage also with 3 or more

bedrooms. Rear, 2 car garages for each unit will be accessed from a drive off of S. 13th Ave., and there will be a one-way drive out of the property in the back that circulates out to Indiana Ave. The first level is all living space and the upper level all bedrooms and the third level is either a bedroom or an open plan concept with an open deck on the front or the back. Their plan is to try to utilize the existing heavy timber structure and materials that are already in place. There will be patios in the back that will be pervious as well. The interior will be very urban with exposed timber ceilings and with the original brick.

Mr. William Brooks, III, 401 Wing Lane, St. Charles, IL

Mr. Brooks said that he is a life-long resident of St. Charles and that this is one of the most exciting projects that he has been involved with. This is an existing property offering the opportunity to develop eclectic style townhomes that could entice a new audience to consider St. Charles as their new home. Mr. Brooks stated the price range will be in the lower \$400,000's up to \$500,000.

The Aldermen liked the Concept Plan, particularly the preservation of the building, and have no concerns with it at this time.

b. Discussion regarding the Annexation Process for the Petkus Property

Chairman Bessner said this item is not on the agenda to discuss the proposal itself or the applicant's petition to annex this property. This is on the agenda to provide staff direction and finalize how this process should move forward.

Mr. Colby stated that the City reviewed a Concept Plan for Petkus property in the fall of 2016. The property owner, Al Petkus and his attorney have approached staff regarding annexation and zoning of this property. This item is on the agenda for direction regarding what process to follow going forward. Historically, when the City annexed a large development parcel into the corporate limits, the applicant would file three requests: one for annexing the property, another request to rezone the property to a specific district based upon the specific project being proposed, and the third request was for a PUD proposal with a plan. These are reviewed as a package and when the ordinances are drafted, the Agreement, the Annexation Agreement and the PUD are tied together providing the City with the greatest level of control and oversight. This enables the City to have the ability to decide whether or not to approve any amendments. Ald. Bancroft asked if they have ever varied from this process. Mr. Colby replied that they may have on smaller projects but for larger developments, or new developments with annexations, they typically have not.

The applicant's proposal before the Committee for discussion at this time, said Mr. Colby, is a little different as there is no developer in place to provide a plan. The request put forward is an Annexation and an Annexation Agreement. Within the Agreement, there are density limitations and development restrictions on the property. They request RM-3 zoning and to defer the PUD approval until a development is proposed.

Mr. Coby added that the project is subject to a Boundary Agreement with the City of West Chicago. The Agreement says that the property would be annexed into St. Charles and that it cannot be annexed into West Chicago. Each time a property is annexed into the corporate limits of St. Charles, it is given an

automatic zoning classification of RE-1 which is an estate district - a large lot, single-family district. Unless there is a request to rezone at the time of Annexation, the property will automatically have the RE-1 designation without any Council action being required. With regards to the current PUD process, within the code it specifies that with a new PUD being proposed, a detailed plan must be provided for at least a third of the site at the time the PUD is being approved. This would pose a problem for this applicant/property owner as there is no developer. Any plan being presented would likely not include the developable portion of the site. Mr. Colby reminded the Committee that there was significant interest in the form of the development that was raised during the Concept Plan Review from both St. Charles and West Chicago residents. He summarized the 5 options for going forward listed on the executive summary- the owner's current proposal, the City's historical process, and 3 alternatives (pre-annexation agreement, annexation and RM-2 zoning, or delaying annexation until a development is proposed).

Mr. Colby turned the presentation over to Kevin Carrera, attorney representing Mr. Petkus.

Mr. Kevin Carrara, Law Office of Rathje & Woodward, 300 E. Roosevelt Rd., Wheaton, IL

Mr. Carrara provided an overview of the responses gathered from the meeting that was conducted in October 2016. The consensus was in favor of the following: annexing the property, have a PUD designation in place and also lowering the density from RM-3 zoning to somewhere between RM-2 and RM-3. Senior housing, assisted living or independent living facilities were also viewed favorably as an option for this property. Utilizing this information and after meeting with staff, an Annexation Agreement was recently created by Mr. Carrara, highlighting these areas.

Mr. Carrara said that with the PUD overlay, this would allow the City to control what the development is. There is no building as-a-matter-of-right as proposed under the Annexation Agreement. The option that Mr. Colby presented - Annexation with an RM-2 density - is something that the City should not want because there is no protection in the Annexation Agreement with RM-2 designation. We could build as-a-matter-of-right, stated Mr. Carrara. They would not have to come back for a PUD. All of the control that the City wanted would be gone and that is why they structured this agreement to provide the City with the control it was looking for. Paragraph 3C of the agreement, specifically says and mandates any future development of the property must be done as a planned unit development. At some point, if the property were in the City currently, if anyone wanted to come through and do a PUD, the process would begin like any other process that the City has.

Regarding the density – Paragraph 3F states that the maximum residential density will be 398 units. The building height will be capped at 45 ft. or 4 stories, acknowledging the Boundary Line Agreement and residential concern expressed at the 2016 meeting. In addition, Mr. Carrara stated that they have incorporated the density governor found within the Boundary Line Agreement that says within 300 ft. south of the Cornerstone Development to the north, if anything is built there, the density cannot exceed 7.5 units per acre. This is below the RM-2 standard, which would be in the normal zoning, and they have compromised so their property is between the RM-2 and RM-3. The RM-3 would allow them to do some of the things that they discussed – the assisted and the independent living - which is also identified in the Boundary Line Agreement, therefore it makes sense that the annexation should be part of the RM-3. In closing, Mr. Carrara said that this is a contract – an Agreement between the developer and the City of St. Charles and everyone has to honor the contract. No one will be able to come to the City of St. Charles after annexation and build as-a-matter-of-right. They will have to go through the Planned Unit Development process. All of the control is with the City of St. Charles.

Chairman Bessner asked if anyone in the public would like to ask any questions. There were none.

Ald. Silkaitis confirmed 398 units fall between RM-2 and RM-3. He stated that he is not comfortable with changing the process that is in place and would need more information before annexing a property. He does not see a benefit to doing it this way and would like to wait until there is a firm developer and then proceed the way they have always done. Currently, they are asking for a big compromise to go ahead and do this without any kind of plan.

Ald. Payleitner asked where the advantage is for the City. She asked if this would increase the marketability of the property. Mr. Carrara stated that it is a number of factors. The first is they are not changing that much – the only difference is that it is going to be a bifurcated process. You will still have the right to view and control the plans. This would be just like if this property were currently sitting in the City of St. Charles with a PUD overlay, and someone wanted to develop something on it, no matter what the density numbers are, they would have to come to see you about it. He said the Annexation Agreement would have everything you would have in a PUD ordinance. From a land-owner perspective, it allows my client to go to market with certainty, and not need to lock up the property for a Concept Plan review for every interested developer. No developer is going to ask for a 30 day contingency to get through the review process – it could be up to a year to get through an entitlement process. This process would remove a lot of the “what if’s”.

Ald. Payleitner stated that the RM-3 is controversial, regardless, which is why we want control. Mr. Carrara said RM-3 designation is only proposed to allow the uses listed in the Boundary Line Agreement, such as assisted living and the independent living. These are not permitted in RM-2. They will never reach that RM-3 density number, which is reduced down to 398. That is the compromise from the RM-2 and the RM-3 from a density perspective. RM-2 and RM-3 still allow multi-family – it is just the number of units. We have lowered that unit total number down to where it is manageable per the City’s perspective as well as marketable per the developer’s perspective. Ald. Payleitner said she understood but does not see the advantage of flipping the order. Mr. Carrara stated there is a lot to be said about having a zoning classification that is already contained within an Annexation Agreement and a list of permitted uses.

Ald. Lemke said that they moved quickly on the Prairie Winds project because they saw the plans. He said he would like more certainty from plans with unit counts and net buildable land, or perhaps pre-annexation.

Ald. Turner said he had no comment.

Ald. Bancroft said he understands what the advantages are for his client. In this Agreement, everything the City would have otherwise was included – which does not feel like it is much in the City’s favor. He sees no reason to annex this property without a plan, period. The development business has uncertainty and risk and he would prefer that be on the property owners’ risk, not the City’s.

Ald. Gaugel said that he does not have anything to add but echoes many if not all of the comments that have been said.

Ald. Vitek had no comment.

Chairman Bessner stated that he also echoes the comments and said he is concerned that they will lose control on how it will be developed if it becomes an RM-3 whether there is a PUD process or not. Mr. Carrara asked Chairman Bessner what his concerns are that they wouldn't control the process. Chairman Bessner replied that it is not the process but the density. Mr. Carrara asked if the density number is an issue, can we address that in the Annexation Agreement. Chairman Bessner said the density number is addressed partly through the PUD when the applicant comes back with the developer.

Ald. Bancroft added that he respects the creativity but he feels the City is better served by having an entire thing served up. His advice is to go get a developer and bring them a plan. Regarding certainty, you already had a Concept Plan review and received feedback. Mr. Carrara said they did not have a Concept Plan, rather a maximum density study – they never suggested any use on the property – it was not a plan of physical use.

Ald. Turner said that now it seems like they are taking a step backwards because now they don't have a Concept Plan to look at since what was presented in October. He is not comfortable with this.

Chairman Bessner asked Ms. Tungare what direction staff would need from the Committee. She said that they have received the direction and information needed.

Mr. Carrara asked, in follow up, would the Aldermen be agreeable to seeing the one-third PUD plan that included the landscape buffering. Chairman Bessner said he would say no at this time unless someone else wants to speak up. That process again goes back to filing the application for a development.

- c. Recommendation to approve a Four Season Corridor Improvement Grant for 228 W. Main Street (Dove Thiselton – Ghoulish Mortals & As Cute as it Gets Photography Studio)

Ms. Tungare presented a request for a Four Season Grant in the amount of \$944.00 for the property at 228 W. Main St. – Ghoulish Mortals and the photography studio. This grant will be used to install new planter boxes on the building along Route 64 and also on 3rd St. to add color and enhance the buildings appearance from the street. This is not a matching grant. A Four Season Grant is to provide incentives for smaller projects, not to exceed \$1,000. The Corridor Improvement Commission recommended approval at the July 5, 2017 meeting.

Aldr. Bancroft made a motion to approve a Four Season Grant for Ghoulish Mortals and As Cute as it Gets Photography Studio, 228 W. Main St., Seconded by Aldr. Silkaitis. Approved unanimously by voice vote. Motion carried. 7-0

- d. Recommendation to accept the proposed Monotony Code standards for Anthem Heights

Mr. Colby said in early 2016 the City approved a 78 home, single-family subdivision in the Corporate Reserve PUD, which is now known as Anthem Heights. At the time the project was reviewed, the Plan Commission requested that Monotony Code Standards be adopted for the project to ensure a variety in building architecture. Since the requirement was written into the PUD ordinance, the previous property owner provided a draft of the Monotony Code that was incorporated into the ordinance. The developer,

Cal Atlantic, is proposing to modify that Monotony Code in their covenants which staff is currently reviewing. The previous property owner's Monotony Code impacted more adjacent homes than the version that is being proposed by Cal Atlantic. Because the change being proposed would provide a less restrictive Monotony Code than what was submitted at the time of PUD approval, staff felt it appropriate to seek the Committee's input before accepting the new Monotony Code. Staff does not have concerns with what is being proposed by Cal Atlantic as the new codes should address the concerns initially raised by the Plan Commission.

Ald. Gaugel verified that at the time this was presented by the applicant, Corporate Reserve, with minimal direction from staff – this was a condition initiated by the Plan Commission that the applicant submit something to demonstrate the type of regulations required. Mr. Colby said the provisions were provided at staff level and then attached to the ordinance as a placeholder. It was not something that the current builder of the project submitted and they were not comfortable with as it was more restrictive than they prefer for this development.

Aldr. Turner made a motion to accept the proposed Monotony Code Standards for Anthem Heights, Seconded by Aldr. Bancroft. Approved unanimously by voice vote. Motion carried. 7-0

- e. Plan Commission recommendation to approve a Final Plat of Subdivision for BMO Harris Bank Subdivision

Ms. Johnson said this property is located at the southeast corner of Main St. and the Fox River. The property contains three buildings and a surface parking lot. The property was unofficially subdivided into eight lots as part of the County Clerk's 1899 Assessment Division.

Proposed is official subdivision of the property into three lots:

- Lot 1 – 1 E. Main St. (BMO Harris Bank building) and the parking lot
- Lot 2 – 9 E. Main St. (Buttonman Printing building) and the rear entrance porch and sidewalk
- Lot 3 – 11 – 15 E. Main St. (Smitty's building) and the rear entrance porch and sidewalks

Sarah Nadelhoffer representing BMO Harris Bank is proposing the subdivision to facilitate sale of 11 – 15 E. Main St. (Lot 3). BMO Harris Bank owns Lots 1 and 3. Lot 2 is under separate ownership with an attorney representing the owner providing a letter stating their consent to the subdivision. Plan Commission recommended approval by a vote of 8-0 on August 8, 2017.

Aldr. Lemke made a motion to approve a Final Plat of Subdivision for BMO Harris Bank Subdivision, 1 – 15 E. Main St., Seconded by Aldr. Payleitner.

Roll was called:

Ayes: Gaugel, Vitek, Lewis, Silkaitis, Payleitner Lemke, Turner, Bancroft

Absent: Stellato, Lewis

Recused:

Nays:

Motion carried 7-0

- f. Plan Commission recommendation to approve an Amendment to Special Use for PUD, PUD Preliminary Plan, and Final Plat of Subdivision for Everbrook Academy,

Corporate Reserve Lot 2 (Corporate Reserve PUD)

Ms. Johnson said this property is a 4.46 acre vacant parcel known as Lot 2 of the Corporate Reserve of St. Charles PUD, located on the north side of Main St. between Corporate Reserve Blvd. and Cardinal Drive. Pinewood Capital, LLC is the property owner and has submitted for Final Plat approval to divide the property into two lots:

Lot 1 – 1.58 acres for development of a Day Care Center

Lot 2 – 2.88 acres for future development

Contract purchaser of Lot 1, NEC Main and Corporate Reserve, LLC, is proposing to develop Lot 1 with an Everbrook Academy Day Care Center. They are proposing a 1-story, 12,000sf building fronting on W. Main Street. The site access will be from Woodward Drive which will be a shared access point with proposed Lot 2. The PUD Amendment has been requested to allow a deviation from a Zoning Ordinance design standard related to building articulation. Plan Commission held a public hearing on July 18, 2017 and continued the hearing to August 8, 2017, where they requested additional information on parking demands. The applicant provided this information at the August 8, 2017 meeting and that satisfied the concerns. They recommended approval on all three applications by unanimous vote 8-0 at the August 8, 2017 meeting.

Aldr. Silkaitis made a motion to approve an Amendment to Special Use for PUD, PUD Preliminary Plan and Final Plat of Subdivision for Everbrook Academy, Corporate Reserve Lot 2, Seconded by Aldr. Vitek.

Roll was called:

Ayes: Gaugel, Vitek, Lewis, Silkaitis, Payleitner Lemke, Turner, Bancroft

Absent: Stellato, Lewis

Recused:

Nays:

Motion carried 7-0

- g. Plan Commission recommendation to approve a Special Use for a Homeless Shelter for Lazarus House, 214 Walnut St.

Ms. Johnson stated that this property is currently home to the St. Charles Free Methodist Church and Lazarus House homeless shelter. The church occupies the sanctuary space and the first floor of the rest of the building. The Lazarus House currently leases the second floor from the church and are under contract to purchase the property from the church. Lazarus House also owns and utilizes two neighboring properties – 15 S. 3rd St. and 308 Walnut St. The Lazarus House intends to sell these properties and consolidate their operations into the 214 Walnut St. building. They are not proposing to expand the services that they offer. A Special Use approval is required in order to allow expansion of the Homeless Shelter into other parts of the building. Plan Commission held a public hearing on August 8, 2017 and recommended approval of the Special Use by a vote of 8-0.

The Committee expressed appreciation for the work of Lazarus House.

Aldr. Silkaitis made a motion to approve a Special Use for a Homeless Shelter for Lazarus House, 214 Walnut St., Seconded by Aldr. Payleitner.

Roll was called:

Ayes: Gaugel, Vitek, Lewis, Silkaitis, Payleitner Lemke, Turner, Bancroft

Absent: Stellato, Lewis

Recused:

Nays:

Motion carried 7-0

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 7:55 pm. Seconded by Aldr. Silkaitis. Approved unanimously by voice vote. Motion Carried. 7-0