

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

MONDAY, JULY 16, 2018 – 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 honoring Girl Scout Troop 879 for their Monarch Butterfly Project and obtaining the Junior Level Bronze award.
 - Presentation of a Proclamation honoring Alexander Betancourt in his achievement of obtaining the rank of Eagle Scout.
 - Presentation of a Proclamation honoring the 150th Anniversary of the Kane County Fair.
 - Swearing in of Firefighter/Paramedic Andrew Cichon to the City of St. Charles Fire Department.
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 meetings held July 2, 2018.
- *8. Motion to approve and authorize issuance of vouchers from the Expenditure Approval List for the period of 6/18/2018 – 7/1/2018 the amount of \$2,464,528.06.

I. New Business

- A. Recommendation to approve a **Resolution** Authorizing the Execution of an Agreement between the City of St. Charles and International Brotherhood of Electrical Workers Local Union No. 196.
- B. Recommendation to approve an **Ordinance** Amending “Section 13.24 – Small Wireless Facilities” - Related to Illinois Public Act 100-585 – 5G Small Cell Antenna Deployment and Modification of Section 13.22 – Construction of Utility Facilities in the Rights-of-Way.
- C. Recommendation to approve the Bids for Bid Package #2 for the Police Station Project with Riley Construction in the amount of \$5,399,616.

II. Committee Reports

A. Government Operations

- *1. Motion to approve a 1 year Agreement for Governmental Consulting with Bricor Consulting in the amount of \$28,000 for FY 2018/2019.

B. Government Services

None

C. Planning and Development

- 1. Motion to approve an **Ordinance** Amending Title 16, “Subdivisions and Land Improvement”, Chapter 16.02 “General Provisions” and Chapter 16.10 “Dedications” of the St. Charles Municipal Code. (School and Park Dedications)
- *2. Motion to accept and place on file Plan Commission Resolution No. 9-2018 A Resolution Recommending Approval of an Application for Special Use to Amend PUD Ordinance 2017-Z-15 and PUD Preliminary Plan Hillcroft Estates, 1147 Geneva Road (Avondale Custom Homes Inc.).
- 3. Motion to approve An **Ordinance** Amending Ordinance No. 2017-Z-15 (Hillcroft Estates PUD) and Granting Approval of a PUD Preliminary Plan for Hillcroft Estates, 1147 Geneva Road.
- *4. Motion to accept and place on file Plan Commission Resolution 10-2018 A Resolution Recommending approval of Preliminary Plat of Subdivision for Replat of LeRoy Oakes Resubdivision (Max Boss, Ryan Companies).
- *5. Motion to approve An **Ordinance** Granting Approval of a Preliminary Plat of Subdivision for Replat of Leroy Oaks Resubdivision & a Partial Vacation of Stormwater Management Easement.
- *6. Motion to approve An **Ordinance** Granting Approval of a Minor Change to PUD Preliminary Plan for Anthony Place at Prairie Centre.
- *7. Motion to accept and place on file Plan Commission Resolution 11-2018 A Resolution Recommending Approval of a Final Plat of Subdivision (Minor Subdivision) for Prairie Centre Resubdivision No. 1
- *8. Motion to approve An **Ordinance** Granting Approval of a Final Plat of Subdivision for St. Charles Prairie Centre Resubdivision No. 1.
- *9. Motion to approve an **Ordinance** Granting Approval of a Minor Change to PUD Preliminary Plan for Fiore Salon Suites, (Part of Lot 2, Tyler & 64 Business Park PUD).
- *10. Motion to accept and place on file minutes of the July 9, 2018 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)

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

11. Adjournment

ADA Compliance

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



City of St. Charles

ILLINOIS

Proclamation

GIRL SCOUT TROOP 879 MONARCH BUTTERFLY PROJECT

WHEREAS, the Monarch butterfly population has decreased 90% in the last 20 years partly due to its shrinking habitat and available food sources; and

WHEREAS, **Girl Scout Troop 879** asked Mayor Rogina to take the National Wildlife Foundation's Mayor's Pledge to help educate the community and set aside land specifically to be planted with Monarch butterfly and pollinator friendly plants; and

WHEREAS, **Girl Scout Troop 879** distributed milkweed seeds and information on the Monarch butterfly to the community during the St. Charles St. Patrick's Day parade; and

WHEREAS, **Girl Scout Troop 879** planted a pollinator garden on City grounds, under the direction of the St. Charles Park District staff, and arranged for its upkeep with future Davis Girl Scout troops, completing the requirements to earn their Bronze Award, the highest award a Girl Scout Junior can receive.

NOW, THEREFORE, I, Raymond P. Rogina, Mayor of the City of St. Charles, hereby proclaim that the highest congratulations are in order as **GIRL SCOUT TROOP 879** has worked diligently to attain the highest **JUNIOR LEVEL BRONZE AWARD!**

SEAL:




Raymond P. Rogina, Mayor



City of St. Charles

ILLINOIS

Proclamation

ALEXANDER ANTHONY BETANCOURT

WHEREAS, ALEX began Scouts in first grade at Munhall School in Pack 154. He participated in the rocket build and launch at the Kane County Fairgrounds. He won multiple medals for his Pinewood Derby cars, and received the Juniors USA Shooting Sports Team Award. After earning the Arrow of Light, Alex crossed over to Troop 43 in Batavia; and

WHEREAS, ALEX earned 82 merit badges over his scouting career; his favorite is the Aviation Merit Badge. Alex has also earned 3 Bronze, 3 Gold, and 4 Silver Palms. Alex held several positions in Troop 43, including Historian, Scribe, Order of the Arrow Troop Representative, Assistant Patrol Leader, and Leave No Trace Guide. While being active at both Christ Community Church and New Covenant Bible Church, Alex earned the God and Life award; and

WHEREAS, ALEX Graduated from St. Charles East High School this June. He participated in Gamers Club, Karate, received the Humanitarian Award, and is a Member of the High School National Honor Society. Alex attended Sea Base, Boundary Waters, Philmont, High Knoll, the National Jamboree and participated in the NOVA program. Alex will be attending the National Order of the Arrow Conference this year; and

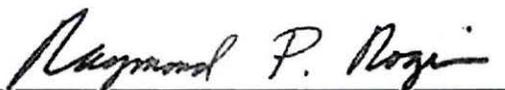
WHEREAS, ALEX'S Eagle Scout project beneficiary is Red Oak Nature Center in Batavia. The project was creating snake boards to provide warmth and protection for snakes while digesting their food. It involved volunteers digging holes, assembling red oak boards, and recording the snakes GPS coordinates; and

WHEREAS, ALEX volunteers at Batavia Food Pantry, Feed My Starving Children, Marklund, Hessed House, Winterall, Pinewood Derby, STEM, Cub-mobile, and Haunted Hike. As he pursues his interest in the Aviation field, the Scout Law and Oath that he lives daily will guide and prepare his career and path through life.

NOW, THEREFORE, I, Raymond P. Rogina, Mayor of the City of St. Charles, hereby proclaim that the highest congratulations are in order as **ALEXANDER A. BETANCOURT** has worked very diligently to attain the highest honor of **EAGLE SCOUT!**

SEAL:




Raymond P. Rogina, Mayor



City of St. Charles
ILLINOIS

Proclamation

150th ANNIVERSARY OF THE KANE COUNTY FAIR

WHEREAS The **Kane County Fair** was founded in 1868 in Kane County, Illinois; and

WHEREAS In 2018 the **Kane County Fair** is celebrating it's 150th year serving the community, 4-H clubs, and families in Kane County; and

WHEREAS Activities at the **Kane County Fair** have been held at several locations, including; Aurora, Elgin, and St. Charles; and

WHEREAS The **Kane County Fair** salutes the work of the University of Illinois Extension and their support of the 4-H and Youth Development in Kane County; and

WHEREAS, The **Kane County Fair** has served the Kane County agricultural community hosting 4-H events for dairy judging, horse & pony judging, sheep judging, poultry judging, swine judging, beef judging, rabbit judging, goat judging and the annual blue ribbon sale; and

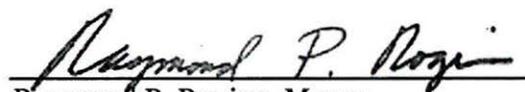
WHEREAS The **Kane County Fair** has hosted its annual event in the summer to entertain the Fox Valley community with family-friendly events; and

WHEREAS The **Kane County Fair**, a not-for-profit organization, is led by Larry Breon, President; Eldon Gould, Vice President; Irvin Brummel, Secretary; Bob Hodge, Treasurer; Bart Breon; Ken Kaergard; Tom Reynolds; Gene Schick; Norm Skala; and Chris Unger, Executive Manager.

NOW, THEREFORE, I, Raymond P. Rogina, Mayor of the City of St. Charles, do hereby recognize the **150th anniversary of the Kane County Fair**, and ask the citizens of St. Charles to join me in celebrating the achievement of this milestone.

SEAL:




Raymond P. Rogina, Mayor

**MINUTES FOR THE MEETING OF THE ST. CHARLES CITY COUNCIL
MONDAY JULY 2, 2018 – 7:00 P.M.
CITY COUNCIL CHAMBER, CITY OF ST. CHARLES
2 E. MAIN STREET, ST. CHARLES, IL 60174
CITY COUNCIL CHAMBERS**

1. **Call to Order** by Mayor Rogina at 7pm
2. **Roll Call**
Members Present: Stellato, Silkaitis, Payleitner, Lemke, Turner, Gaugel, Vitek, Bessner, Lewis
Members Absent: Bancroft
3. **Invocation** by Ald. Payleitner
4. **Pledge of Allegiance.**
5. **Presentations**
 - Presentation by Police Chief Keegan to promote Sergeant Eric Majewski to Special Services Commander of the City of St. Charles Police Department.
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 meetings held June 18, 2018.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Gaugel,
Vitek, Bessner
NAY: 0
ABSENT: Bancroft, Lewis
ABSTAIN: NONE

- *8. 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 6/04/2018 – 6/17/2018 the amount of \$6,283,157.83.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Gaugel,
Vitek, Bessner
NAY: 0
ABSENT: Bancroft, Lewis
ABSTAIN: NONE

I. New Business

- A. Recommendation by Ald. Turner and seconded by Ald. Lemke to approve the Bid for Precast Concrete for the Police Station Project with Dukane Precast Inc. in the amount of \$1,174,500.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Gaugel,
Vitek, Bessner
NAY: 0
ABSENT: Bancroft, Lewis
ABSTAIN: NONE

II. Committee Reports

A. Government Operations

- *1. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve **Ordinance** 2018-M-27 Amending Title 2, Entitled “Administration and Personnel” Chapter 2.04, “City Council”, 2.04.145, “Omnibus Vote” of the St. Charles Municipal Code.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Gaugel,
Vitek, Bessner
NAY: 0
ABSENT: Bancroft, Lewis
ABSTAIN: NONE

- *2. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve a Proposal for a New Class A6 Liquor License for Gordy’s Quick Mart located at 101 E Main Street, St. Charles, IL 60174.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Gaugel,
Vitek, Bessner
NAY: 0
ABSENT: Bancroft, Lewis
ABSTAIN: NONE

- *3. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve of the Funding Allocation Requests of the 708 Mental Health Board for FY 2018-2019.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Gaugel,
Vitek, Bessner
NAY: 0
ABSENT: Bancroft, Lewis
ABSTAIN: NONE

4. Motion by Ald. Vitek and seconded by Ald. Turner to postpone the vote regarding the Implementation of a local Fuel Tax (LFT) at the rate of \$.02 per gallon to August 6, 2018

Ald. Vitek: I believe that we should have a little more time to review this as well as other taxes discussed.

Ald. Turner: I was not here for the meeting to discuss this and I have asked for the information so I can review this before a vote. I would like to find a way to place user taxes therefore the homeowner doesn’t just have to throw their money into a black hole and get nothing for it. We could use the revenue from these usages and this may be able to fund the pensions that the homeowner doesn’t see anything for their money.

Mayor Rogina: Staff is more than happy to supply the information you're requesting and with two members missing, I think it's appropriate to move this item.

Ald. Payleitner: The timing to move this is proper, I agree.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Gaugel,
Vitek, Bessner
NAY: 0
ABSENT: Bancroft, Lewis
ABSTAIN: NONE

- *5. Motion by Ald. Stellato and seconded by Ald. Silkaitis to accept and place on file the Minutes of the June 4, 2018 Government Operations Committee Meeting.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Gaugel,
Vitek, Bessner
NAY: 0
ABSENT: Bancroft, Lewis
ABSTAIN: NONE

B. Government Services

- *1. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve Parking Lot Closure for the 2018 Salvation Army River Ride.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Gaugel,
Vitek, Bessner
NAY: 0
ABSENT: Bessner, Lewis
ABSTAIN: NONE

- *2. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve **Resolution** 2018-86 Authorizing the Director of Public Works to Execute Change Order No. 2 for the Phosphorus Removal and Digester Improvements Project to IHC Construction Companies, LLC.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Gaugel,
Vitek, Bessner
NAY: 0
ABSENT: Bancroft, Lewis
ABSTAIN: NONE

- *3. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve **Resolution** 2018-87 Authorizing the Mayor and City Clerk of the City of St. Charles to approve a Purchase Order to H & H Electric Company for the Rebuild of Route 31 Streetlight System.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Gaugel,
Vitek, Bessner

NAY: 0
ABSENT: Bancroft, Lewis
ABSTAIN: NONE

- *4. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve **Resolution** 2018-88 Authorizing the Mayor and City Clerk of the City of St. Charles to execute a Design Engineering Agreement with Burns & McDonnell for the Rita and Nicholas Avenues Project.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Gaugel,
Vitek, Bessner

NAY: 0
ABSENT: Bancroft, Lewis
ABSTAIN: NONE

- *5. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve **Resolution** 2018-89 Authorizing the Mayor and City Clerk of the City of St. Charles to award the Bid for Downtown Streetscape Painting to Superior Electrostatic Painting, Inc.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Gaugel,
Vitek, Bessner

NAY: 0
ABSENT: Bancroft, Lewis
ABSTAIN: NONE

- *6. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve **Resolution** 2018-90 Authorizing the Mayor and City Clerk of the City of St. Charles to award the Bid for Brick Pavement Maintenance to TNT Landscape Construction, Inc.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Gaugel,
Vitek, Bessner

NAY: 0
ABSENT: Bancroft, Lewis
ABSTAIN: NONE

- *7. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve **Resolution** 2018-90 Authorizing the Sale of Items of Personal Property Owned by the City of St. Charles via an online Auction to the Highest Bidder.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Gaugel,
Vitek, Bessner

NAY: 0
ABSENT: Bancroft, Lewis
ABSTAIN: NONE

- *8. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve **Resolution** 2018-90 Authorizing the Mayor and City Clerk of the City of St. Charles to approve the Award of a 2019 Peterbilt Model 348 Tandem Axle chassis to JX Peterbilt and Body to Monroe Truck Equipment

and to Sell the Replacement Vehicle #1724, a 2006 IHC 7400 SFA 4x2, via an online auction to the highest bidder.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Gaugel,
Vitek, Bessner
NAY: 0
ABSENT: Bancroft, Lewis
ABSTAIN: NONE

- *9 Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve **Resolution** 2018-90 Authorizing the Mayor and City Clerk of the City of St. Charles to approve the Award of two (2) 2019 Peterbilt Model 348 Single Axle chassis to JX Peterbilt and Body to Henderson Products and to sell the Replacement Vehicle #1797, 2007 IHC 7400 SFA 4x2, & Vehicle #1798, 2007 IHC 7400 SFA 4x2 via an online auction to the highest bidder.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Gaugel,
Vitek, Bessner
NAY: 0
ABSENT: Bancroft, Lewis
ABSTAIN: NONE

10. Motion by Ald. Payleitner and seconded by Ald. Stellato to approve **Resolution** 2018-90 Authorizing the Mayor and City Clerk of the City of St. Charles to approve the Award of One (1) 2019 F-550 to Hawk Ford and to Sell the Replacement Vehicle #1746.

ROLL CALL VOTE: AYE: Stellato, Payleitner, Lemke, Turner, Gaugel,
Vitek, Bessner
NAY: 0
ABSENT: Bancroft, Lewis
ABSTAIN: Silkaitis

- *11. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve **Resolution** 2018-90 Authorizing the Mayor and City Clerk of the City of St. Charles to approve the Award of (1) 2018 Ford Utility Police Interceptor to Currie Motors.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Gaugel,
Vitek, Bessner
NAY: 0
ABSENT: Bancroft, Lewis
ABSTAIN: NONE

- *12. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve **Resolution** 2018-90 Authorizing the Mayor and City Clerk of the City of St. Charles to approve a Budget Addition to the Police Vehicle Replacement Fund.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Gaugel,
Vitek, Bessner
NAY: 0

ABSENT: Bancroft, Lewis
ABSTAIN: NONE

- *13. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve **Resolution** 2018-90 Authorizing the Mayor and City Clerk of the City of St. Charles to approve the Award of (1) 2018 Ford Utility Police Interceptor to Currie Motors.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Gaugel,
Vitek, Bessner

NAY: 0

ABSENT: Bancroft, Lewis

ABSTAIN: NONE

- *14. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve **Resolution** 2018-90 Authorizing the Mayor and City Clerk of the City of St. Charles to award the Proposal for Environmental Services SCADA Phase #1 Hardware.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Gaugel,
Vitek, Bessner

NAY: 0

ABSENT: Bancroft, Lewis

ABSTAIN: NONE

C. Planning and Development

None

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)

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

11. Adjournment Motion by Ald. Gaugel and seconded by Ald. Bessner at 7:18

VOICE VOTE: AYE - UNANIMOUS ABSENT: NONE MOTION CARRIED

CERTIFIED TO BE A TRUE COPY OF ORIGINAL

Charles Amenta, City Clerk

7/6/2018

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

6/18/2018 - 7/1/2018

<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	71	1,702.89	06/28/2018	215367	ASPHALT-SURFACE
		71	475.32	06/28/2018	215638	SURFACE-ASPHALT
		ALLIED ASPHALT PAVING CO INC Total		2,178.21		
109	AREA BLACK SOIL INC	97798	2,992.00	06/21/2018	9084	PULB TOPSOIL
		AREA BLACK SOIL INC Total		2,992.00		
114	DG HARDWARE	97534	16.70	06/21/2018	72715/F	MISC SUPPLIES - PS
		97534	13.01	06/21/2018	72727/F	MISC SUPPLIES - PW
		97534	183.42	06/21/2018	72754/F	CHAINSAW PROT GLOVES
		97534	7.73	06/28/2018	72789/F	GLUE COVE
		DG HARDWARE Total		220.86		
128	HARDER CORP	98201	302.12	06/28/2018	R126073	INVENTORY ITEMS
		HARDER CORP Total		302.12		
139	AFLAC		19.80	06/22/2018	ACAN180622142946FI	AFLAC Cancer Insurance
			24.92	06/22/2018	ACAN180622142946IS	AFLAC Cancer Insurance
			38.58	06/22/2018	ACAN180622142946PI	AFLAC Cancer Insurance
			97.37	06/22/2018	ACAN180622142946PV	AFLAC Cancer Insurance
			25.20	06/22/2018	ADIS180622142946FD	AFLAC Disability and STD
			26.21	06/22/2018	ADIS180622142946FN	AFLAC Disability and STD
			63.94	06/22/2018	AVOL180622142946PV	AFLAC Voluntary Indemnity
			16.32	06/22/2018	APAC180622142946FI	AFLAC Personal Accident
			36.18	06/22/2018	APAC180622142946PI	AFLAC Personal Accident
			13.38	06/22/2018	APAC180622142946PV	AFLAC Personal Accident
			13.57	06/22/2018	ASPE180622142946FI	AFLAC Specified Event (PRP)
			17.04	06/22/2018	ASPE180622142946PV	AFLAC Specified Event (PRP)
			77.96	06/22/2018	AVOL180622142946PI	AFLAC Voluntary Indemnity
	92.20	06/22/2018	ADIS180622142946PD	AFLAC Disability and STD		

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			20.08	06/22/2018	ADIS180622142946PV	AFLAC Disability and STD
			8.10	06/22/2018	AHIC180622142946FD	AFLAC Hospital Intensive Care
			8.10	06/22/2018	AHIC180622142946PD	AFLAC Hospital Intensive Care
			33.84	06/22/2018	AHIC180622142946PV	AFLAC Hospital Intensive Care
			57.23	06/22/2018	APAC180622142946FI	AFLAC Personal Accident
	AFLAC Total		690.02			
145	AIR ONE EQUIPMENT INC					
		98163	360.00	06/21/2018	133339	HYDRO/CASCADE
		97286	6,960.00	06/28/2018	133422	TAILS/PANTS
		98161	579.22	06/28/2018	133499	CLYLINDER CLIP
	AIR ONE EQUIPMENT INC Total		7,899.22			
149	ALARM DETECTION SYSTEMS INC					
		97987	297.21	06/21/2018	30434-1185	QRTRLY CHRGR JUL-SEPT
	ALARM DETECTION SYSTEMS INC Total		297.21			
163	TGS DIGITAL SOLUTIONS INC					
		98067	332.62	06/28/2018	4406	REPAIR FLAG POLE FS#2
	TGS DIGITAL SOLUTIONS INC Total		332.62			
177	AL PIEMONTE CADILLAC INC					
			90,194.36	06/28/2018	062718	SALES TAX INCNTV 9-17~12-17
	AL PIEMONTE CADILLAC INC Total		90,194.36			
210	AMERICAN PUBLIC WORKS ASSOC					
			550.00	06/28/2018	082618	CONF 8-26~8-29-18 = AJ
	AMERICAN PUBLIC WORKS ASSOC Total		550.00			
221	ANDERSON PEST CONTROL					
			588.81	07/01/2018	4805144	SVCS JULY 2018
	ANDERSON PEST CONTROL Total		588.81			
245	AQUASCAPE INC					
		97862	2,400.00	06/21/2018	118194	SPRING CLEAN OUT
	AQUASCAPE INC Total		2,400.00			
254	ARISTA INFORMATION SYSTEMS INC					
		97640	5,184.63	06/21/2018	1330201806	POSTAGE - UB
		97640	1,908.15	06/21/2018	25589	PRINTING - UB

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	ARISTA INFORMATION SYSTEMS INC Total		<u>7,092.78</u>			
272	ASK ENTERPRISES & SON INC					
		97177	174.75	06/28/2018	23566	INVENTORY ITEMS
		97947	26.25	06/28/2018	23567	INVENTORY ITEMS
		97948	149.00	06/28/2018	23568	INVENTORY ITEMS
		97909	1,510.50	06/28/2018	23569	INVENTORY ITEMS
		98132	843.50	06/28/2018	23570	INVENTORY ITEMS
	ASK ENTERPRISES & SON INC Total		<u>2,704.00</u>			
279	ATLAS CORP & NOTARY SUPPLY CO					
			21.45	06/28/2018	871599-22	C MURPHY
	ATLAS CORP & NOTARY SUPPLY CO Total		<u>21.45</u>			
284	AT&T					
			76.87	06/21/2018	060818-878	JUNE + \$6.38 FROM MAY RATE
			65.96	06/21/2018	060518-627	JUNE = \$5.54 FROM MAY RATE
	AT&T Total		<u>142.83</u>			
285	AT&T					
			1,878.80	06/28/2018	3357212401	MONTHLY BILLING
	AT&T Total		<u>1,878.80</u>			
289	D&A POWERTRAIN COMPONENTS INC					
		98293	1,939.56	06/28/2018	222216	V#1860 RO#60643
	D&A POWERTRAIN COMPONENTS INC Total		<u>1,939.56</u>			
304	BACKGROUNDS ONLINE					
			386.75	06/21/2018	060518	BACKGROUND CHECKS
	BACKGROUNDS ONLINE Total		<u>386.75</u>			
332	STEVEN M BEDELL					
			12.00	06/21/2018	062718	PER DIEM 6-27-18
	STEVEN M BEDELL Total		<u>12.00</u>			
342	BENTLEY SYSTEMS INC					
		98329	2,473.00	06/28/2018	47917923	SVC 6-15 THRU 6-14-18
	BENTLEY SYSTEMS INC Total		<u>2,473.00</u>			
364	STATE STREET COLLISION					
		98142	742.00	06/21/2018	7024	REPAIR V#1785

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		98204	90.00	06/21/2018	7072	SVC - ALIGNMENT
		98204	126.00	06/21/2018	7072A	V#1744 RO#60619
	STATE STREET COLLISION Total		958.00			
369	BLUE GOOSE SUPER MARKET INC					
		97473	71.56	06/21/2018	00317367	REFRESHMENTS - PD
		97473	19.95	06/28/2018	0070303400	YOUTH ACADEMY
		97473	9.70	06/28/2018	00703912	APT MGR MTG - JUNE
	BLUE GOOSE SUPER MARKET INC Total		101.21			
372	BLUFF CITY MATERIALS					
		97586	266.00	06/28/2018	200260	DUMPING CHARGES
		97586	1,300.00	06/28/2018	200342	DUMPING CHARGES
	BLUFF CITY MATERIALS Total		1,566.00			
396	BROWNELLS INC					
		97835	105.93	06/21/2018	15654558.00	POLICE DEPT SUPPLIES
		98116	277.63	06/21/2018	15891844.00	MISC SUPPLIES - PD
		97002	34.97	06/28/2018	15717941.00	MISC SUPPLIES - PD
	BROWNELLS INC Total		418.53			
467	PAHCS II					
			1,104.72	06/28/2018	221110-221105	BACKUP IN HR
	PAHCS II Total		1,104.72			
480	CERTIFIED AUTO REPAIR INC					
		98316	108.50	06/21/2018	160236	TOWING - FLEET
		97488	145.00	06/28/2018	160559	TOWING - PD
	CERTIFIED AUTO REPAIR INC Total		253.50			
491	CHADS TOWING & RECOVERY INC					
		97489	285.00	06/21/2018	60989	TOWING - PD
	CHADS TOWING & RECOVERY INC Total		285.00			
517	CINTAS CORPORATION					
		97860	128.09	06/21/2018	344753341	UNIFORM SVC - FLEET
		97860	128.09	06/28/2018	34456766	UNIFORM SVC - FLEET
	CINTAS CORPORATION Total		256.18			
563	CDW GOVERNMENT INC					
		98240	1,167.12	06/28/2018	MZF6142	SURFACE PRO

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		98288	298.69	06/28/2018	NBG5757	MS SLD VISIO PRO 2016
	CDW GOVERNMENT INC Total		<u>1,465.81</u>			
564	COMCAST OF CHICAGO INC					
			14.72	06/21/2018	061218PD	SVCS 6-19 THRU 7-18-18
			159.85	06/28/2018	061518SUB2	SVCS 6-19 THRU 7-18-18
			149.85	06/28/2018	062118OFC	
	COMCAST OF CHICAGO INC Total		<u>324.42</u>			
603	COPS INC					
		98171	16.53	06/21/2018	5584	HANDCUFF STRAP
	COPS INC Total		<u>16.53</u>			
642	CUSTOM WELDING & FAB INC					
		98203	242.85	06/21/2018	180098	SERVICE V#1798
		98150	821.80	06/28/2018	180101	CONE HOLDERS
	CUSTOM WELDING & FAB INC Total		<u>1,064.65</u>			
646	PADDOCK PUBLICATIONS INC					
			34.50	06/28/2018	T4502331	PREVAILING WAGE NOTICE
	PADDOCK PUBLICATIONS INC Total		<u>34.50</u>			
666	DECKER SUPPLY CO INC					
		97994	3,062.50	06/21/2018	901043	INVENTORY ITEMS
	DECKER SUPPLY CO INC Total		<u>3,062.50</u>			
681	CDH DELNOR HEALTH SYSTEM					
			50.00	06/21/2018	IL20180213262	CLASS = HELFINSTINE
	CDH DELNOR HEALTH SYSTEM Total		<u>50.00</u>			
683	DE MAR TREE & LANDSCAPE SVC					
		97702	12,281.00	06/28/2018	7830	TREE TRIMMING - ELEC
	DE MAR TREE & LANDSCAPE SVC Total		<u>12,281.00</u>			
725	DON MCCUE CHEVROLET					
		98229	125.04	06/28/2018	407002	V#1988 RO#60622
		98229	578.25	06/28/2018	407022	V#1988 RO#60622
		98229	20.89	06/28/2018	407022-1	V#1988 RO#60622
		98232	102.52	06/28/2018	407063	V#1988 RO#60622
	DON MCCUE CHEVROLET Total		<u>826.70</u>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
750	DUKANE CONTRACT SERVICES					
		97497	1,838.50	06/21/2018	127081	MONTHLY BILLING JUNE 2018
		97497	4,707.25	06/21/2018	127082	MONTHLY BILLING JUNE 2018
		97497	5,358.58	06/21/2018	127083	MONTHLY BILLING JUNE 2018
		97497	6,908.58	06/21/2018	127084	MONTHLY BILLING JUNE 2018
		97497	6,908.58	06/21/2018	127084	MONTHLY BILLING JUNE 2018
		97497	-6,908.58	06/21/2018	127084	MONTHLY BILLING JUNE 2018
		97497	-6,908.58	06/21/2018	127084	MONTHLY BILLING JUNE 2018
		97497	6,908.58	06/21/2018	127084A	MONTHLY BILLING JUNE 2018
		97497	1,697.42	06/21/2018	127092	MONTHLY BILLING JUNE 2018
	DUKANE CONTRACT SERVICES Total		<u>20,510.33</u>			
766	DYNAMIC TECHNOLOGIES					
		98467	1,594.00	06/28/2018	I18-18326	PHONE SERVICE - PD
	DYNAMIC TECHNOLOGIES Total		<u>1,594.00</u>			
767	EAGLE ENGRAVING INC					
		97730	211.50	06/28/2018	2018-2695	UNIFORMS - FD
	EAGLE ENGRAVING INC Total		<u>211.50</u>			
789	ANIXTER INC					
		98372	2,175.58	06/27/2018	3930809-00	INVENTORY ITEMS
		98372	693.36	06/27/2018	3930862-00	INVENTORY ITEMS
		98009	145.75	06/29/2018	3901556-01	INVENTORY ITEMS
		98403	1,122.00	06/29/2018	3933786-00	INVENTORY ITEMS
		98403	1,782.45	06/29/2018	3933786-01	INVENTORY ITEMS
	ANIXTER INC Total		<u>5,919.14</u>			
790	ELGIN PAPER CO					
		98120	383.60	06/21/2018	602950	INVENTORY ITEMS
	ELGIN PAPER CO Total		<u>383.60</u>			
807	EMPHASYS					
		98442	9,859.35	06/28/2018	10539	DESKTOP SUPPORT/UPGRADE
	EMPHASYS Total		<u>9,859.35</u>			
815	ENGINEERING ENTERPRISES INC					
			977.50	06/28/2018	64233	RGWT CLOSE THRU 4-20-18
	ENGINEERING ENTERPRISES INC Total		<u>977.50</u>			
826	BORDER STATES INDUSTRIES INC					

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IA

Title:

Recommendation to approve a Resolution Authorizing the Execution of an Agreement between the City of St. Charles and International Brotherhood of Electrical Workers Local Union No. 196

Presenter:

Jennifer McMahon, Director of Human Resources

Meeting: City Council

Date: July 16, 2018

Proposed Cost: Based on wages noted in Appendix B of the CBA

Budgeted Amount: Based on wages noted in Appendix B of the CBA

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

Attached for Council consideration, is a resolution authorizing execution of a collective bargaining agreement that was ratified by the International Brotherhood of Electrical Workers Local Union No. 196 following collective bargaining. The agreement would be effective from May 1, 2018, through April 30, 2022. The wage schedule specifies a 3% increase for FY 2018/19 and 2019/20; 2.75% increase for FY 2020/21; and 3% increase for FY 2021/22. The FY 2018/19 wage increase will be applied retroactively to May 1, 2018.

Attachments *(please list):*

- A Resolution Authorizing the Execution of an Agreement between the City of St. Charles and International Brotherhood of Electrical Workers Local Union No. 196
- Agreement Between the City of St. Charles and Local Union No. 196 International Brotherhood of Electrical Workers IBEW

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve a resolution authorizing the execution of an agreement between the City of St. Charles and International Brotherhood of Electrical Workers Local Union No. 196

**City of St. Charles, Illinois
Resolution No. 2018 - ____**

**A Resolution Authorizing the Execution of
an Agreement between the City of St. Charles and
International Brotherhood of Electrical Workers Local Union No. 196**

**Presented & Passed by the
City Council on July 16, 2018**

WHEREAS, the International Brotherhood of Electrical Workers Local Union No. 196 completed bargaining and ratified the proposed agreement with the City that resulted from such bargaining; and

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

NOW THEREFORE, be it resolved by the authorities of the City of St. Charles that Mark Koenen, City Administrator, is hereby authorized to execute a contract between the City of St. Charles and the International Brotherhood of Electrical Workers Local Union No. 196, effective May 1, 2018, through April 30, 2022.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 16th day of July, 2018.

PRESENTED by the City Council of the City of St. Charles, Illinois, this 16th day of July, 2018.

APPROVED by the Mayor of the City of St. Charles, Illinois, this 16th day of July, 2018.

Raymond P. Rogina, Mayor

ATTEST:

Chuck Amenta, City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



ST. CHARLES
SINCE 1834

**Agreement
Between
The City of St. Charles**

and

**Local Union No. 196
International Brotherhood of Electrical Workers
IBEW**



May 1, 2018 – April 30, 2022

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PREAMBLE

AGREEMENT entered into this _____ day of _____, 2018, by and between the **CITY OF ST. CHARLES, ILLINOIS**, (hereinafter called “Employer”) and **LOCAL UNION NO. 196 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO** (hereinafter called “Union”).

Inasmuch as the Employer and the Union desire to establish a standard of conditions under which the employees shall work for the Employer during the term of this agreement and to regulate the mutual relations between the parties with the view of securing harmonious cooperation and for the settling of any disputes, **IT IS AGREED AS FOLLOWS:**

ARTICLE I – EFFECTIVE DATE; TERMINATION; AMENDMENTS

Section 1.1. Effective Date

This Agreement shall take effect May 1, 2018, and will remain in effect until April 30, 2022, and upon successive budgeting for and approval by the City shall remain in effect from May 1 until April 30 of the fiscal year for which such budget and approval have occurred but no longer than April 30, 2022.

Section 1.2. Termination

Either party desiring to change or terminate this agreement must notify the other in writing by registered mail at least 60 days prior to April 30, 2022, or any year thereafter. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice.

Section 1.3. Amendments

The rights created by this agreement can be modified at any time by agreement of accredited representatives of the Union and Employer. With the approval of the Steward and Business Manager, the Employer can put modifications of this Agreement into effect pending the securing of any further necessary approval.

ARTICLE II – APPROVAL OF AGREEMENT

Section 2.1. Violation of Laws

None of the provisions of this agreement shall be construed to require either the Employer or the Union to violate any Federal or State laws, and in the event any provisions hereto should conflict with any such law, such provision shall be modified to the extent necessary to conform to such law.

Section 2.2. Protection of Employer

The Union will, at all times, use all legitimate means and its best effort to further and protect the interest of the Employer.

Section 2.3. Subject to Union's Approval

It is understood that this Agreement is subject to the approval of the President of the International Brotherhood of Electrical Workers (IBEW).

ARTICLE III – RECOGNITION OF UNION

Section 3.1. Recognition

- A. The Union is recognized as the collective bargaining agent with respect to rates of pay, hours of employment, and other conditions of employment for all employees working in the Electric Services Division of the Public Works Department in the classification of Electric Line - Foreman, Electric Line – Sr. Crew Leader, Electric Line - Crew Leader, Lineman, Apprentice Lineman, Electric Locator, and Operations Assistant - Electric for the Employer.
- B. The Union's representation shall extend to any new classifications resulting from the City's combining, eliminating or modifying of duties now performed by the employees in the foregoing classifications but shall not extend to any employees or classifications not included in the Board's order or to any clerical employees, administrative employees, supervisors, managers, or guards as defined by the Illinois Public Employee Labor Relations Act.
- C. In the event the City establishes any new titles by combining, eliminating or modifying duties currently performed by employees in the Bargaining Unit, the Union shall be notified of such new titles and assigned duties. The City shall determine an appropriate rate of pay based on those rates in effect for similar titles. Employer agrees to meet and negotiate with Union, when requested within 30 calendar days after the notification to the Chief Union Steward and Local 196 Batavia office for the purpose of negotiating the new rate.

Section 3.2 Dues Deductions

Upon receipt of "Dues Deduction Authorization," from an employee in a position defined under Section 3.1, the Employer shall deduct each month IBEW dues in the amount certified by the IBEW from the pay of the employee.

ARTICLE IV – MANAGEMENT RIGHTS

Section 4.1. Management Rights.

- A. General Rights Reserved. This Agreement does not abridge the City's right to manage. The "right to manage" includes rights: to establish the number of employees to be employed and the skills and/or other qualifications employees must possess in order to become and to remain employees of the City; to hire, evaluate the performance of, assign work to and to maintain discipline among employees (including rights to promulgate and enforce reasonable work rules and rules of

conduct appropriate to City employment, and to warn, suspend, demote, or discharge for just cause any employee who breaches same), or to contract out for provision of goods or services by other entities.

- B. The foregoing are not all-inclusive but represent in general terms the broad areas within which the City retains exclusive authority. These rights are subject to limitation by the express terms of this Agreement and by the Illinois Public Relations Act, but may not be ignored by the Union or by an arbitrator.
- C. Supervision. Supervisors and Division Managers are expected primarily to instruct employees and contractors, direct the work of employees, enforce discipline, and perform other functions of management.

ARTICLE V – STOPPAGE OF WORK

Section 5.1. No Strike

During the term of this agreement, neither the Union nor any officers, agents or employees covered by this agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, concerted stoppage of work, concerted refusal to perform overtime, concerted work-to-the-rule situation, mass absenteeism, picketing (with regard to wages, hours, or terms and conditions of employment) for or against the City or at the home or outside business of any elected official of the City, picketing in a City uniform or any other concerted intentional interruption or disruption of the operations of the City, regardless of the reason for so doing. The City and the Union agree to work together to resolve any potentially hostile situation in the event of a legally established picket line. Any or all employees who violate any of the provisions of this article may be discharged or otherwise disciplined by the City.

Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this article. In addition, in the event of a violation of this section of this article the Union agrees to inform its members of their obligations under this agreement and to direct them to return to work.

Section 5.2. No Lockout

The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE VI – SETTLEMENT OF DISPUTES

Section 6.1. Handling of Complaints

It is mutually desirable that all matters relating to employment, including any grievance or complaints, be adjusted within the Employer's place of business, if possible. The

Employer agrees to meet and treat with respect the duly accredited representatives of the Union relative to all such matters. Unless, by mutual consent, any different procedure is adopted, the matter shall be handled in accordance with the following steps:

- A. Between the aggrieved employee and his Division Manager, and
- B. Between representatives of the Union, including its Business Manager and the Department Director and/or his designee.

Section 6.2. Charges against Employee

Upon conclusion of an investigation which may result in disciplinary action against an employee, the Union will be notified of any charges resulting from the investigation against said employee(s) within two working days after employee's receipt of such charges.

For discipline other than verbal and written warnings, the Union shall be notified of such discipline within one working day after employee's receipt of such discipline. For any discipline issued related to the violation of violence in the workplace policy, anti-harassment policy, drug/alcohol policy and theft (refer to Section 8.8), the Union shall be notified of such discipline within one working day after employee's receipt of such discipline.

Section 6.3. Grievance Procedure

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by an employee or the Union against the Employer involving the meaning, interpretation, or application of the provisions of this agreement.

STEP 1: Any employee who has a grievance shall discuss it with the Division Manager. The Division Manager shall give his answer to the employee within five working days after such discussion.

STEP 2: If a remedy is not reached in Step 1, the grievance shall be reduced to writing (see Appendix A) and presented by the Union to the Department Director and/or his designee within five working days following the Division Manager's answer in Step 1. The Department Director and/or his designee shall attempt to resolve the grievance as soon as possible but shall give his answer in writing to the Union within five working days after receipt of the grievance.

STEP 3: If not adjusted in Step 2, the Union shall request a meeting with the City Administrator or his representative designated within five working days of the answer in Step 2. The meeting shall be held at a mutually agreeable time and place. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no

settlement is reached, the City Administrator or his designated representative shall give the Union the Employer's answer within ten working days following their meeting.

STEP 4: Grievances that are not adjusted between the Employer and the Union, as provided above, may be referred to arbitration upon written request of the Union made within ten working days of the Employer's answer in Step 3. When arbitration is requested, the parties shall attempt to agree on the selection of an arbitrator. If an agreement cannot be reached within ten working days from the date of which arbitration is requested, then the Federal Mediation and Conciliation Service shall be requested to submit a list of five arbitrators, pursuant to the rules of the association. From such a list of arbitrators, the grieving party shall then strike two names and the other party shall then strike two names and the person whose name remains shall be the arbitrator. Provided, however, that either party shall have the right to reject one list of arbitrators and to ask for a new list from the FMCS arbitrators shall have no right to ignore, add to, take from, or modify any of the provisions of this agreement.

Section 6.4. Union's Right to Discipline

The Union reserves the right to discipline its members for violation of its laws, rules, and agreements.

ARTICLE VII - SENIORITY

Section 7.1. Definition

Seniority, as used herein, shall mean the length of service in continuous employment of the Employer. An employee's seniority shall date from the time of his employment except as outlined in Section 10.3 Apprentice to Lineman Seniority or where service is interrupted by reason of layoff, resignation, or discharge. Layoffs shall not terminate the seniority of any employee, except as provided below.

Section 7.2. Termination of Seniority

The Unit seniority of an employee shall terminate under any of the following conditions:

- A. When laid off for a period of more than one year.
- B. When an employee resigns his employment with the Employer.
- C. When an employee is discharged for just cause.
- D. When an employee transfers from his position represented by the IBEW, but remains employed by the City in a position in another collective bargaining unit or non-union position, after a period of 24 months have passed while holding a new position.
- E. When an employee fails to return to work within two weeks after written notice by registered mail to his last known address requesting such return.

Section 7.3. Promotions within the Bargaining Unit

In making promotions or demotions within the Bargaining Unit seniority, as defined herein, shall be given full consideration, and where fitness and ability are sufficient, seniority within the Electric Division and bargaining unit will prevail. Final determination of qualifications shall be made by the Employer, except that any dispute, which may arise in connection with any such matter, shall be handled in accordance with the provisions of this Agreement for the settlement of disputes.

Section 7.4. Layoffs; Recalls

Should it become necessary to lay off any employee on account of lack of work or reduction of forces, layoffs shall be made in the inverse order of Unit seniority of the employees within their occupational group defined as Locator - Electric; Operations Assistant - Electric; Linemen - Electric; Crew Leader - Electric; Sr. Crew Leader - Electric; and Foreman - Electric. A more senior employee may bump another employee in a lower occupational group if the employee is fully qualified to perform the duties of that position at time of lay off. The employee must notify the Employer within two working days of the date of the layoff notice of his intent to bump.

The Employer shall give each such employee or employees affected a reasonable notice in advance, normally not less than 15 days. In lieu of advance notice, however, the City may provide 120 hours straight-time severance pay to the employee or employees being laid off. If, thereafter, a vacancy occurs in an IBEW position, the laid-off employee shall be offered the opportunity of filling same in accordance with his seniority status, provided such laid off employee has recall rights (refer to Section 7.2) and is fully qualified to perform the duties of the position at time of recall.

If a Foreman - Electric/Crew Leader - Electric/Lineman - Electric bumps to a lower occupational group within the IBEW due to layoffs, he holds his rights to his higher position for two years. If after two years the position becomes available, the position will be posted per Section 12.4 Posting and Available Positions. Occupational groups are as follows:

- Foreman - Electric
- Sr. Crew Leader - Electric
- Crew Leader - Electric
- Lineman - Electric
- Apprentice Lineman - Electric
- Locator - Electric
- Operations Assistant - Electric

Section 7.5. Injuries

If any employee covered by this agreement is injured while not in the performance of his duty (outside of working hours, on vacation, on weekends, or on holidays), or becomes ill, he shall continue his seniority rights for a period of three months from his last working day. If the illness or injury continues beyond three months and the employee is not able to return to work, the employee must make application for a second three months sick

leave of absence period in order to continue his seniority rights. Medical certificates indicating that the employee cannot perform his assigned duties for his job classification will be required. Employees ill or incapacitated due to injury beyond six months must apply for reemployment with a statement of when he expects to be available. Any employee who is employed by the Department maintains the record of seniority, which he possessed at the time of making application. Seniority will not accumulate beyond the first year of absence for illness or injury specified in this Article. An employee returning to work in accordance with this Article shall return to his former classification.

ARTICLE VIII – WORKING CONDITIONS

Section 8.1. Safety Rules

In order to have a safe place to work, the City agrees to comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement. All such employees shall comply with all safety rules and regulations established by the City.

Section 8.2. Prescription Safety Glasses

Prescription safety glasses shall be provided by the Employer with the employee providing the examination and prescription. Glasses will be replaced at the discretion of the Department Director or designee. Tinted glasses will be made available through the Employer at the expense of the employee.

Section 8.3. Safety Shoes

Employees will be reimbursed up to \$165.00 for fiscal year 2018/2019 and an additional \$5 each year thereafter for the term of the contract. Employees may be reimbursed the balance available for the entire term of the contract at any time during the term of the contract. Employees have the ability to use the reimbursement for all items related to safety shoes.

New employees will be reimbursed for the value available in the fiscal year hired and any remaining years of the contract. If an employee separates from employment with the electric division prior to term of the contract and has utilized reimbursement exceeding what would have been available during the fiscal year of separation, the employee shall repay the City, upon demand, the sum equivalent to total additional value that has been reimbursed.

Section 8.4. Tools

The Employer shall furnish to the employee all tools and equipment necessary to perform his duties. Suitable rain protection equipment shall be furnished by the Employer for employees required to work outdoors during inclement weather. The employee will be responsible for their return in good condition, with reasonable wear and tear.

Section 8.5. Tuition Reimbursement

The Employer shall reimburse employees for tuition costs of job-related educational courses in accordance with the Employer's normal tuition reimbursement program.

Section 8.6. Drug/Alcohol Substance Use Policy

Drug and alcohol issues shall be handled in accordance with City policy. Violations of such policy shall be subject to the grievance procedures. The employer will notify the Union whenever the policy changes.

Section 8.7. American with Disabilities Act (ADA)

The City may take any steps necessary to implement and maintain full compliance with the ADA.

Section 8.8. Termination and Disciplinary Action

The Employer shall have the right to discharge any non-probationary employee at any time for a justifiable cause, such as incompetence, repeated safety violations, insubordination, dishonesty, intoxication, or the use of controlled substances and a probationary employee for any reason at all. The Union steward shall be notified in advance of investigatory meetings that may result in discipline. Coachings are not considered discipline. Any delay in notification shall not impact the employer's right to issue discipline. In the event any employee is discharged or discriminated against, such employee found to have been unjustly discharged shall be reinstated to his job, with seniority rights, and he shall be compensated at his regular rate of wages for all time. An employee may be discharged for minor violations or given time off for minor violations if prior verbal and written warnings have been issued.

Parties agree that should an employee receive a written reprimand or an oral reprimand that has been reduced to writing, and filed in the employee's personnel file, and should the employee not receive any further written reprimands or oral reprimands of the same nature, for a period of 12 consecutive months, then, upon the employee's written request, his personnel file shall be purged of the previous written reprimand or oral reprimand. Provided, however, that any such discipline pertaining to harassment, workplace violence or threats, theft, or misappropriation of property shall not be subject to purge from the employee's personnel file. Also provided that, to the extent the employee offers personnel documents, including but not limited to commendations or evaluations, older than 12 months in any forum, then the Employer may offer evidence of reprimands older than 12 months in order to provide a balanced picture of the employee's prior performance.

Section 8.9. Discrimination for Union Activities

No employee shall be discriminated against for any Union activities, or in any way so as to violate the letter or spirit of this Agreement.

ARTICLE IX – PAID TIME OFF

Section 9.1. Vacation Scheduling

The Division Manager or his designee shall establish a vacation schedule for employees sufficiently early each year so that all employees can plan their own schedules and so that the Foreman can program the work of the Department. Vacation schedules shall be arranged so as to provide minimal disruption so the work of the Division can be reasonably achieved. For like positions, unit seniority shall govern for the granting of priorities for vacation scheduling and shall be subject to the final approval of the Division Manager or his designee.

Section 9.2. Vacation Accrual

For each full year of employment, all regular employees hired prior to May 1, 2011, will earn a vacation with pay in accordance with the following:

1 year of service	10 working days
2 years of service	10 working days
3 years of service	10 working days
4 years of service	10 working days
5 years of service	15 working days
6 years of service	15 working days
7 years of service	15 working days
8 years of service	15 working days
9 years of service	15 working days
10 years of service	16 working days
11 years of service	17 working days
12 years of service	18 working days
13 years of service	19 working days
14 years of service	20 working days
15 years of service	21 working days
16 years of service	22 working days
17 years of service	23 working days
18 years of service	24 working days
19 years of service	25 working days

The following vacation schedule shall apply for all employees hired after May 1, 2011:

1 - 4 years of service	10 working days
5 years of service	11 working days
6 years of service	12 working days
7 years of service	13 working days
8 years of service	14 working days
9 – 14 years of service	15 working days
15 years of service	16 working days
16 years of service	17 working days
17 years of service	18 working days

18 years of service	19 working days
19 years of service	20 working days

Section 9.3. Vacation on Holiday

In a case when a holiday is observed on a day during the employee's regular vacation, no vacation time shall be charged for that day.

Section 9.4. Vacation Earned & Used

Vacations are earned and used in accordance with the procedures provided for all other employees of the City of St. Charles.

Section 9.5. Vacation Pay-Out at Retirement

An employee with a hire date prior to May 1, 2011, shall be eligible to receive 40 hours of vacation pay at the time of his retirement if the employee has at least 20 years of service with the City at the time of retirement. Compensation shall be calculated using the employee's hourly rate of earnings at the time of retirement. The employee must apply for retirement benefits to be eligible for this benefit.

Section 9.6. Vacation Carry-Over

An employee may accumulate up to the amount of vacation accumulated in two years. The employee's vacation accumulation shall be adjusted on the employee's anniversary date to reflect no more than the maximum.

Section 9.7. Donation of Vacation/Personal Leave

IBEW employees only shall have the ability to donate vacation and personal leave time to another IBEW employee when needed for a non-work related illness, injury, impairment, or physical or mental condition which has caused or would cause the employee to be unable to perform his regular work duties as documented by a medical doctor's certification and take leave without pay.

Section 9.8. Sick Leave Accrual

Sick leave with full pay shall be credited to all regular employees at the rate of one workday for each full month of service for one employee. Additional sick leave may be allowed and paid for on either full or partial basis upon approval of the Department Director and Human Resources. Appeals may be done in accordance with City policy. Sick leave shall not be considered as a privilege that an employee may use at his discretion but shall be allowed only in case of a necessity and actual sickness or disability of the employee. In addition, sick leave may be used for a maximum of six days per year, for the following reasons: the illness, injury or medical appointment of the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. For birth of a child and/or sickness other than a child, the Family & Medical Leave Act (FMLA) will apply.

To receive compensation while absent on sick leave, the employee shall notify his Department Director or Supervisor in a reasonable time under the circumstances. When absence is for more than 48 hours (two days), the employee may be required to file a

physician's certificate certifying to the illness or disability of the employee, the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

Section 9.9. Sick Leave Carry-Over

Unused sick leave shall be and is to be used for sick leave only. Employees hired before May 1, 1994, will be compensated at their regular hourly wage for up to 450 hours of accumulated sick leave upon separation, provided that separation is not a result of action under Section 8.8 Termination and Disciplinary Action of this Agreement. Any employee hired on or after May 1, 1994, will be compensated at their regular hourly rate for up to 450 hours of accumulated sick leave upon retirement and shall not be eligible for compensation upon separation for any reason other than retirement.

Section 9.10. Sick Leave Abuse

If, upon investigation, any employee is found to have abused the intent of the sick leave privilege, he shall be subject to disciplinary action by the Employer and also by the Board of the Union.

Section 9.11. Funeral Leave

Reasonable time off as required shall be granted to regular employees in case of a death in his immediate family. Immediate family is outlined in City policy. Normally, not more than three days of such time off between the death and burial will be granted without loss of basic hourly rate of pay. If more than three days are needed for the death of a spouse, parent, or child, an additional two days of funeral leave may be granted by the Department Director.

Section 9.12. Jury Duty & Military Leave

A regular employee will be paid his basic rate of pay while performing jury service and military service during his regular workweek. Such pay for military leave shall not be allowed for more than two weeks in any fiscal year (May 1 – April 30) unless such military call-up results from governmental action to contain natural or civil disorders. All fees received for military service will be retained by the employee except it shall be deducted from the basic earnings of the employee for the period. Travel allowances or subsistence payments shall not be considered as fees received for service.

Any employee who must appear in court as a result of being called as a witness may be excused from work and continue to receive his base pay. To qualify for such excused absence, the employee must submit a copy of the subpoena or summons to his supervisor and gain his permission.

Section 9.13. City-Recognized Holidays

The following and other days as may be designated by the City Administrator and City Council are holidays:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve Day, Christmas Day.

Employees hired prior to January 1, 1999, shall receive 18 hours of floating holiday time. Employees hired after January 1, 1999, are not eligible for floating holiday time. Floating holidays shall be treated as personal time for purpose of carryover and scheduling.

Section 9.14. Holiday Eligibility & Pay

Each full-time employee will be paid for eight hours straight time pay for each day observed as a holiday, provided he has completed 30 days of employment and has worked the regular scheduled work day before and after the day observed as a holiday unless the failure to do so:

- a. is because of sickness or work-related injury, the Department may request a physician's statement in such cases; or
- b. is because said days are his normal days off duty; or
- c. is because he is on vacation and/or personal leave.

Whenever a holiday falls on Sunday, the following Monday shall be considered the holiday. When a holiday falls on a Saturday, the preceding Friday shall be considered the holiday. Those employees who are required to work on Saturday or Sunday of a holiday will be paid as follows:

Saturday	Overtime (1½ x base rate)
Sunday	Premium (2 x base rate)
Holidays	Premium (2 x base rate + holiday pay)

Time and one-half shall be paid for all overtime work except Sundays and holidays. When a holiday falls on a Saturday and is celebrated on the preceding Friday, employees who are required to work will be paid the premium rate for work performed on the Friday and paid the overtime rate for work performed on the Saturday.

Section 9.15. Personal Leave

Three personal days shall be available to full-time employees covered by this Agreement per calendar year.

Full-time employees are eligible to receive an additional eight hours of personal time off (maximum of 32 hours per calendar year) provided they meet all of the following criteria:

- Employee worked all full pay periods in the previous calendar year.
- Employee uses six or fewer sick days during that calendar year.

Section 9.16. Family & Medical Leave Act (FMLA)

Qualified leaves under the federal Family Medical Leave Act (FMLA) shall be governed by the City's FMLA policy. Remedies for violations of the FMLA are provided by law and

are within the exclusive jurisdiction of the U.S. Department of Labor; therefore, such shall not be subject to the grievance procedure.

ARTICLE X – HOURS OF WORK: STRAIGHT TIME/OVERTIME

Section 10.1. Normal Work Day

A regular working day for all employees covered by this agreement shall not exceed eight hours. The hours of the electric office will be from 7:00 a.m. to 3:00 p.m. and to consist of five consecutive eight-hour days, namely, Monday, Tuesday, Wednesday, Thursday, and Friday with a 30-minute paid lunch period, which shall normally be scheduled by the crew leader; however, management retains the right to schedule lunch and break periods based on the needs of the operation. An employee will receive a half-hour at time-and-a-half paid meal break for a meal break taken on premises prior to punching out after working five consecutive hours outside of a regular work day for emergencies. Employees called prior to 5:00 a.m. and who works continuously into their regular workday will be allowed a 30-minute meal break on City time.

Work performed in excess of eight hours within a workday, in excess of 40 hours within a workweek, and on Saturday are paid at time and one-half. Work performed in excess of twelve consecutive hours, on a holiday, or on Sunday are paid at double time. There shall be no duplication or pyramiding of overtime, holiday overtime, or premium pay.

Section 10.2. Coffee Breaks

Employees covered by this Agreement will be allowed a 15-minute coffee break in the morning. Employees may not leave the work site during coffee breaks.

Section 10.3. Working in Inclement Weather

Regular employees shall not be required to do their work outdoors in rainy or inclement weather, except in case of emergencies or in the performance of essential duties.

Section 10.4. Supervisor's Work

Non-Bargaining Unit Supervisors shall not do work of the employees included in the Bargaining Unit except in case of emergency.

Section 10.5. Meal Allowance

An employee, who is required to work emergency hours, shall be eligible for a meal or a meal money allowance (receipts required):

- A. After three continuous emergency hours following a work day.
- B. Employees called prior to 5:00 a.m. and who work continuously into their regular workday will be furnished a meal. The employee will also be allowed to eat the meal on City time.
- C. During emergency situations these meals periods will be coordinated by the individual in charge.

Section 10.6. Offset of Overtime

No employee shall be required to take time off on a regularly scheduled workday to offset overtime worked or to be worked.

Section 10.7. Rest Period after Overtime

An employee who has worked more than 16 hours continuously, or more than eight hours overtime in a 16 hour period immediately preceding his basic work day shall, upon release, be entitled to an eight-hour rest period before he returns to work. If a rest period, under the provisions of this section, extends into a basic workday, the employee shall lose no time thereby. After working twelve continuous hours, all additional time will be double time.

Section 10.8. Call-Ins

A call-in is defined as the instruction to report for emergency or special work outside the normal workday. This definition does not refer to scheduled overtime.

- A. The minimum of two hours at time-and-one-half shall be paid to any employee who is called back to work after having been released after his regularly scheduled workday.
- B. An employee who is called into work, as defined in Section 10.8, between midnight and 7:00 a.m. shall receive pay at two times the employee's hourly rate for a maximum of two hours.
- C. When called in, the employee must be able to report to work as soon as possible, but no later than 75 minutes of receiving a request from the appropriate City personnel, be fit for duty, and be able to perform the stand-by duties safely and effectively.

Section 10.9. Crew Leader Assignment

Whenever the number of Linemen - Electric in any one crew consists of three or more men, one man shall be designated Crew Leader - Electric. When a crew is working on energized primary lines, a Crew Leader - Electric must be close enough to the working crew to permit supervision of the work. There shall not be two Linemen - Electric in any crew unless a Crew Leader - Electric is in charge, except in the service truck.

ARTICLE XI – WAGES AND WAGE RATES

Section 11.1. Pay Day

Payday shall be every two weeks.

Section 11.2. Wages

- A. Foreman - Electric, Sr. Crew Leader - Electric, and Crew Leader - Electric are special classes of highly skilled employees and are appointed or hired by the Electric and Communications Division Manager, the Manager of Electric Services and the Assistant Director of Public Works. The Foreman's - Electric wages are

set at 114%; the Sr. Crew Leader's - Electric wages are set at 110% and the Crew Leader's - Electric wages are set at 107% of the Lineman's - Electric rate of pay.

B. Salary ranges shall be adjusted as follows retroactively to May 1, 2018:

HOURLY RATE SCHEDULE

	FY 18/19 - 5/1/2018 3.00%	FY 19/20 - 5/1/2019 3.00%	FY 20/21 - 5/1/2020 2.75%	FY 21/22 5/1/2021 3.00%
Foreman - Electric	\$59.30	\$61.08	\$62.76	\$64.64
Sr. Crew Leader - Electric	\$57.25	\$58.96	\$60.59	\$62.40
Crew Leader - Electric	\$55.68	\$57.35	\$58.93	\$60.70
Lineman - Electric	\$52.03	\$53.59	\$55.06	\$56.71

C. The Operations Assistant - Electric and Locator - Electric wages are located in Appendix B. The Operations Assistant - Electric and/or Locator - Electric position may be hired anywhere within the range based upon experience. Step increases occur on employee's anniversary date.

D. Apprentice Lineman - Electric

1 st 6 months	75% of Journeyman's rate of pay
2 nd 6 months	77% of Journeyman's rate of pay
3 rd 6 months	80% of Journeyman's rate of pay
4 th 6 months	83% of Journeyman's rate of pay
5 th 6 months	85% of Journeyman's rate of pay
6 th 6 months	87% of Journeyman's rate of pay
7 th 6 months	90% of Journeyman's rate of pay
8 th 6 months	95% of Journeyman's rate of pay

		FY18/19 3.00%	FY19/20 3.00%	FY20/21 2.75%	FY21/22 3.00%
0-6 months	75.00%	\$39.02	\$40.19	\$41.29	\$42.53
6-12 months	77.00%	\$40.06	\$41.26	\$42.39	\$43.66
12-18 months	80.00%	\$41.61	\$42.86	\$44.04	\$45.36
18-24 months	83.00%	\$43.18	\$44.47	\$45.70	\$47.07
24-30 months	85.00%	\$44.22	\$45.54	\$46.80	\$48.20
30-36 months	87.00%	\$45.26	\$46.62	\$47.90	\$49.33
36-42 months	90.00%	\$46.82	\$48.23	\$49.55	\$51.04
42-48 months	95.00%	\$49.42	\$50.90	\$52.30	\$53.87

E. New Employees

The City may, at its own exclusive discretion, hire a new employee and place that employee at any rate of pay that the City feels is adequate and commensurate with the new employee's qualifications.

Section 11.3. Apprentice to Lineman Seniority

A. Apprentice Lineman's seniority as a Lineman commences when the Apprentice Lineman – Electric has served four years of training, completed and passed required Apprentice Lineman course material, developed by the National Joint Apprenticeship and Training Committee for the electric industry and has obtained certification as a Certified Lineman.

B. The Apprentice Lineman's - Electric employer, Foreman, and supervisors will monitor the type of work the Apprentice Lineman – Electric is allowed to do, in accordance with the Apprentice Lineman's – Electric ability.

C. Apprentice Linemen – Electric who voluntarily separate employment with the Electric Division prior to being promoted to Lineman – Electric, shall repay the City, upon demand, the sum equivalent to total cost expended to date for school (tuition, fees, books, study material, etc.). It would be prorated as follows:

0 - 6 months	100%
6 – 12 months	80%
12 – 18 months	60%
18 – 24 months	40%
24 – 36 months	20%
36 – 48 months	10%

Minimum work schedule requirements to be accomplished by the completion of indicated intervals for advancement:

Six months

Be able to rig rope lines and perform all necessary rope tying knots. Pole climbing skills will be accomplished to the degree of not obstructing continued training. Also needs to be able to identify various wire types and sizes.

Twelve Months

Carry out framing work on de-energized secondary and single-phase primary conductors. Know basic maintenance of street lighting circuits and equipment. Have the ability to productively operate line vehicles and other related equipment and follows verbal and diagram instructions for project requirements.

Eighteen Months

Work energized secondary conductors, not to exceed 600 volts. Execute faults finding and cable locating tasks.

Twenty-Four Months

Perform work on three phase de-energized primary conductors with a journeyman or crew leader present and energized single phase primary conductors with rubber gloves and hot sticks, including underground terminations and splices. Also understanding counteracting strains and guying requirements.

Thirty Months

Should be competent in identifying specific system circuit and switching operations and related equipment. Understand magnetism, transformers, and transformer bank configurations.

Thirty-Six Months

Work on energized three phase primary conductors with rubber gloves and hot line sticks with a journeyman or crew leader present. Competent in providing line clearance trimming techniques and performing line conductor stringing and sagging.

Forty-Two Months

Work on energized conductors with minimal supervision. Participate in single phase and three phase switching procedures. Able to set, interrogate, and operate substation equipment for troubleshooting and switching.

Forty-Eight Months

Must successfully obtain the certification by IBEW as a Certified Lineman.

Section 11.4. Transfers/Upgrades

When a Lineman takes the place of a Crew Leader - Electric, the Lineman - Electric will be paid for all hours worked at the Crew Leader - Electric rate of pay. When an IBEW employee, as directed by supervision, is Acting Foreman - Electric, that employee shall receive the Foreman - Electric rate of pay.

Section 11.5. Stand-by

- A. Two Linemen - Electric on standby shall be paid at the rate of 18 hours straight time pay for stand-by duty beginning on Monday at 7:00 a.m. and continuing until the following Monday at 7:00 a.m. Stand-by days may be changed upon the mutual agreement of Employer and IBEW employees. An additional six hours straight time pay shall be paid for stand-by time on legal holidays or days celebrated as such; seven and a half hours pay shall be paid for single holidays that fall on Tuesday, Wednesday, or Thursday. The Employer shall furnish a suitable alerter for Lineman - Electric assigned to stand-by duty. Any employee on stand-by shall receive the first call-in for overtime, as defined in Section 10.8. The Employer shall provide a stand-by roster for the entire year.
- B. An employee, who is contacted for a JULIE call-in after normal work hours while on stand-by shall respond independent of the second Lineman - Electric on stand-by. The Employer and Union acknowledge for specific JULIE location activities two Linemen may be necessary (i.e. when access to a live transformer

is required to provide locates). At these special JULIE locates, the Crew Leader - Electric will determine the need for a second Lineman - Electric to assist in the locate; however, management retains the right to review implementation of need for two-person locates.

- C. While on stand-by, the employee must be continuously available to be contacted by the City through a telephone or electronic device, be able to report to work as soon as possible, but no later than 75 minutes of receiving a request from the appropriate City personnel, be fit for duty, and be able to perform the stand-by duties safely and effectively.

ARTICLE XII – FILLING VACANCIES

Section 12.1. Pre-Employment Medical Report

All employees must submit a pre-employment medical report. The physical will be performed by City-appointed physicians.

Section 12.2. Probationary Period

The Apprentice Lineman - Electric probationary period shall be one year. All other new or promoted employees shall have a six months probationary period to prove their adaptability.

Any employee who is promoted shall be given 30 days to acquaint himself with the job and prove his ability to fill same satisfactorily. Should any employee at the end of the 30 days prove unfit for the job to which he was promoted, he shall return to his former job without any loss of seniority, if the position the employee vacated has not been filled within 30 days.

Section 12.3. New Employee – Union Card

When a new employee comes to work with a qualified Union card, he shall receive the top pay in his classification if he is hired for that classification.

Section 12.4. Posting of Available Positions

The posting of available positions within IBEW, including the rate of pay and qualifications, will be posted on the department bulletin boards for a period of five days to allow IBEW-represented employees the opportunity to apply for these jobs, prior to hiring an individual from outside the City employ.

ARTICLE XIII – INSURANCE

The employees covered by this Agreement shall receive the same life and health insurance benefits as provided for all other City employees. Employee dependents, as defined by the City's insurance carrier, are to be included in the medical coverage.

Employees shall pay 25% of dependent health care costs. The Dependent health care costs shall be calculated based on the City's procedure in effect at the date of contract approval.

The Union shall have the opportunity to have a representative meet with a City representative at least once annually to review and comment on the City's health plan.

The employees shall be allowed to participate in the City's applicable Wellness program.

ARTICLE XIV - MISCELLANEOUS PROVISIONS

Section 14.01. Non-Discrimination.

It is the continuing policy of Employer and Union that the provisions of this Agreement shall be applied to all covered employees without regard to race, color, creed, religion, age, national origin, sex, sexual orientation, disability, handicap, veteran's status, or marital status.

Section 14.02. Entire Agreement.

This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes the prior Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right opportunity are set forth in this Agreement.

Section 14.03. Savings Clause.

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

SIGNED FOR THE CITY OF ST. CHARLES

By: _____
City Administrator

Date

By: _____

City Clerk

Date

SIGNED FOR LOCAL UNION NO. 196
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

By: _____
Business Manager

Date



Appendix A - Grievance Form
City of St. Charles and
International Brotherhood of Electrical Workers (IBEW Local #196)
Grievance Form and Record of Proceedings



Name		Today's Date	
Step 2 – Department Director/Designee			
State Grievance/ Contract Violations	Date of Grievance:		
Settlement Requested			
Signed – Aggrieved Employee		Signed – Union Representative	
City's Reply to Grievance			
	Signed – City Representative		Date:
Is decision satisfactory? <input type="checkbox"/> Yes <input type="checkbox"/> No		Signed – Union Representative Date:	
Has case been appealed? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Step 3 – City Administrator			
Union's Reply			
	Signed – Union Representative		Date:
City's Reply			
	Signed – City Representative		Date:
Is decision satisfactory? <input type="checkbox"/> Yes <input type="checkbox"/> No		Signed – Union Representative Date:	
Has case been appealed? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Step 4 – Arbitration			
Union's Reply			
	Signed – Union Representative		Date:
Case appealed by: <input type="checkbox"/> Union <input type="checkbox"/> City		Date:	

Form No. 49

Appendix B – Operations Assistant and Locator Progression/Wages

Operations Assistant		FY 18/19 3.00%	FY 19/20 3.00%	FY 20/21 2.75%	FY 21/22 3.00%
0 - 1 year	75.0%	\$29.36	\$30.24	\$31.07	\$32.00
1 Year	77.5%	\$30.33	\$31.24	\$32.10	\$33.07
2 Year	80.0%	\$31.31	\$32.25	\$33.24	\$34.13
3 Years	85.0%	\$33.27	\$34.27	\$35.21	\$36.27
4 Years	90.0%	\$35.23	\$36.28	\$37.28	\$38.40
5 Years	95.0%	\$37.18	\$38.30	\$39.35	\$40.53
6 Years	100.0%	\$39.14	\$40.31	\$41.42	\$42.67
Locator		FY 18/19 3.00%	FY 19/20 3.00%	FY 20/21 2.75%	FY 21/22 3.00%
0 - 1 year	75.0%	\$30.07	\$30.97	\$31.82	\$32.77
1 Year	77.5%	\$31.06	\$32.00	\$32.88	\$33.86
2 Year	80.0%	\$32.07	\$33.04	\$33.94	\$34.96
3 Years	85.0%	\$34.07	\$35.09	\$36.06	\$37.14
4 Years	90.0%	\$36.08	\$37.16	\$38.19	\$39.33
5 Years	95.0%	\$38.09	\$39.23	\$40.31	\$41.52
6 Years	100.0%	\$40.09	\$41.29	\$42.43	\$43.70

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		97248	224.26	06/21/2018	915354730	INVENTORY ITEMS
		98000	151.65	06/21/2018	915423150	INVENTORY ITEMS
		98258	247.76	06/28/2018	915471267	INVENTORY ITEMS
	BORDER STATES INDUSTRIES INC Total		623.67			
859	FEECE OIL CO					
		98157	200.00	06/21/2018	1745515	INVENTORY ITEMS
	FEECE OIL CO Total		200.00			
870	FIRE PENSION FUND					
			394.03	06/22/2018	FP1%180622142946FI	Fire Pension 1% Fee
			2,956.74	06/22/2018	FRP2180622142946FC	Fire Pension Tier 2
			14,692.30	06/22/2018	FRPN180622142946FI	Fire Pension
	FIRE PENSION FUND Total		18,043.07			
888	J C SCHULTZ ENTERPRISES					
		98123	101.28	06/21/2018	0000417109	INVENTORY ITEMS
	J C SCHULTZ ENTERPRISES Total		101.28			
891	FLEET SAFETY SUPPLY					
		98373	208.11	06/28/2018	70468	MISC FLEET SUPPLIES
	FLEET SAFETY SUPPLY Total		208.11			
905	FORCE AMERICA DISTRIBUTING LLC					
		98213	462.53	06/28/2018	IN001-1248472	SOL VALVE CART
	FORCE AMERICA DISTRIBUTING LLC Total		462.53			
906	FORESTRY SUPPLIERS INC					
		98226	306.25	06/28/2018	367534-00	INVENTORY SUPPLIES
	FORESTRY SUPPLIERS INC Total		306.25			
916	FOX VALLEY FIRE & SAFETY INC					
		97986	114.00	06/28/2018	IN00180872	QTR SVC @ CITY HALL
		97986	114.00	06/28/2018	IN00180873	QTR SVC @ WW
		97986	114.00	06/28/2018	IN00180874	QTR SVC @ PW
	FOX VALLEY FIRE & SAFETY INC Total		342.00			
989	GORDON FLESCH CO INC					
			1,113.33	06/21/2018	IN12280744	SVCS JUNE 2018
			609.01	06/21/2018	IN12282528	SVC 4-30 THRU 5-30-18

<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>1,722.34</u>			
996	GOVCONNECTION INC					
		98242	103.59	06/28/2018	55874157	UPS BATTERY BACKUP
		98243	135.00	06/28/2018	55885648	REPLACEMENT BATTERY
	GOVCONNECTION INC Total		<u>238.59</u>			
1002	TERI GRANDT					
			50.00	06/28/2018	060818	GIT FIT PRIZES
	TERI GRANDT Total		<u>50.00</u>			
1031	HAMPTON LENZINI & RENWICK INC					
		97568	2,400.00	06/28/2018	0000201481108	STC NATIVE MGMNT
	HAMPTON LENZINI & RENWICK INC Total		<u>2,400.00</u>			
1036	HARRIS BANK NA					
			1,520.00	06/22/2018	UNF 180622142946FD	Union Dues - IAFF
	HARRIS BANK NA Total		<u>1,520.00</u>			
1042	HARRIS COMPUTER SYSTEMS					
		98250	25,749.84	06/21/2018	MN00108136	ANNUAL MAINTENANCE
	HARRIS COMPUTER SYSTEMS Total		<u>25,749.84</u>			
1055	HEINZ BROTHERS INC					
		97421	14,705.70	06/21/2018	138376003	SPRING PLANTING
	HEINZ BROTHERS INC Total		<u>14,705.70</u>			
1089	ARENDS HOGAN WALKER LLC					
		98168	266.69	06/28/2018	1702726	V#3099 RO#60597
		98168	73.59	06/28/2018	1702728	V#3099 RO#60597
		98175	157.30	06/28/2018	1702733	V#3099 RO#60597
	ARENDS HOGAN WALKER LLC Total		<u>497.58</u>			
1124	IACE					
			80.00	06/21/2018	071118	IACE QTR TRAINING
	IACE Total		<u>80.00</u>			
1133	IBEW LOCAL 196					
			18.50	06/22/2018	UNE 180618111111PV	Union Due - IBEW
			141.50	06/22/2018	UNE 180622142946PV	Union Due - IBEW
			104.55	06/22/2018	UNEW180618111111P	Union Due - IBEW - percent

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			633.71	06/22/2018	UNEW180622142946P	Union Due - IBEW - percent
	IBEW LOCAL 196 Total		<u>898.26</u>			
1136	ICMA RETIREMENT CORP					
			846.53	06/22/2018	RTHA180622142946P	Roth 457 - Dollar Amount
			206.03	06/22/2018	RTHP180622142946F	Roth 457 - Percent
			42.25	06/22/2018	RTHP180622142946I	Roth 457 - Percent
			197.51	06/22/2018	RTHP180622142946P	Roth 457 - Percent
			1,363.03	06/22/2018	ROTH180622142946P	Roth IRA Deduction
			290.00	06/22/2018	ROTH180622142946P	Roth IRA Deduction
			10.00	06/22/2018	RTHA180622142946C	Roth 457 - Dollar Amount
			50.00	06/22/2018	RTHA180622142946F	Roth 457 - Dollar Amount
			35.00	06/22/2018	RTHA180622142946H	Roth 457 - Dollar Amount
			200.00	06/22/2018	RTHA180622142946P	Roth 457 - Dollar Amount
			1,240.38	06/22/2018	ICMP180622142946P	ICMA Deductions - Percent
			175.00	06/22/2018	ROTH180622142946C	Roth IRA Deduction
			25.00	06/22/2018	ROTH180622142946F	Roth IRA Deduction
			100.00	06/22/2018	ROTH180622142946F	Roth IRA Deduction
			311.50	06/22/2018	ROTH180622142946H	Roth IRA Deduction
			266.50	06/22/2018	ROTH180622142946I	Roth IRA Deduction
			54.78	06/22/2018	ICMP180622142946C	ICMA Deductions - Percent
			66.04	06/22/2018	ICMP180622142946C	ICMA Deductions - Percent
			2,301.46	06/22/2018	ICMP180622142946F	ICMA Deductions - Percent
			736.38	06/22/2018	ICMP180622142946F	ICMA Deductions - Percent
			1,199.88	06/22/2018	ICMP180622142946I	ICMA Deductions - Percent
			1,159.70	06/22/2018	ICMP180622142946P	ICMA Deductions - Percent
			2,311.53	06/22/2018	ICMA180622142946F	ICMA Deductions - Dollar Amt
			80.00	06/22/2018	ICMA180622142946F	ICMA Deductions - Dollar Amt
			1,191.53	06/22/2018	ICMA180622142946H	ICMA Deductions - Dollar Amt
			850.00	06/22/2018	ICMA180622142946I	ICMA Deductions - Dollar Amt
			8,099.34	06/22/2018	ICMA180622142946P	ICMA Deductions - Dollar Amt
			5,513.00	06/22/2018	ICMA180622142946P	ICMA Deductions - Dollar Amt
			243.40	06/22/2018	E401180622142946H	401A Savings Plan Employee
			341.67	06/22/2018	E401180622142946I	401A Savings Plan Employee
			714.56	06/22/2018	E401180622142946P	401A Savings Plan Employee
			998.13	06/22/2018	E401180622142946P	401A Savings Plan Employee
			942.31	06/22/2018	ICMA180622142946C	ICMA Deductions - Dollar Amt
			2,987.00	06/22/2018	ICMA180622142946C	ICMA Deductions - Dollar Amt
			714.56	06/22/2018	C401180622142946P	401A Savings Plan Company

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			998.13	06/22/2018	C401180622142946PV	401A Savings Plan Company
			210.93	06/22/2018	E401180622142946CA	401A Savings Plan Employee
			482.17	06/22/2018	E401180622142946CD	401A Savings Plan Employee
			384.01	06/22/2018	E401180622142946FD	401A Savings Plan Employee
			460.90	06/22/2018	E401180622142946FN	401A Savings Plan Employee
			231.49	06/22/2018	C401180622142946CA	401A Savings Plan Company
			461.60	06/22/2018	C401180622142946CD	401A Savings Plan Company
			384.01	06/22/2018	C401180622142946FD	401A Savings Plan Company
			460.91	06/22/2018	C401180622142946FN	401A Savings Plan Company
			243.40	06/22/2018	C401180622142946HR	401A Savings Plan Company
			341.67	06/22/2018	C401180622142946IS	401A Savings Plan Company
			425.47	06/22/2018	062218	PLAN 109830 ICMA
	ICMA RETIREMENT CORP Total		<u>40,948.69</u>			
1171	ILLINOIS STATE POLICE					
			135.00	06/28/2018	06328-053118	LIQ LICENSING FINGER PRINT
	ILLINOIS STATE POLICE Total		<u>135.00</u>			
1202	ILLINOIS EPA					
		89555	10,179.64	06/28/2018	250858	RE: 1ST ST-AREA 4 REDVLPMMN
	ILLINOIS EPA Total		<u>10,179.64</u>			
1223	INITIAL IMPRESSIONS EMBROIDERY					
		97744	1,273.54	06/28/2018	13479	INVENTORY ITEMS
		98018	216.22	06/28/2018	13667	INVENTORY ITEMS
		98103	70.10	06/28/2018	13745	OXFORD - LG
	INITIAL IMPRESSIONS EMBROIDERY Total		<u>1,559.86</u>			
1225	INSIGHT PUBLIC SECTOR					
		98241	772.82	06/28/2018	1100602009	BACK-UP TAPES
	INSIGHT PUBLIC SECTOR Total		<u>772.82</u>			
1240	INTERSTATE BATTERY SYSTEM OF					
		98185	127.60	06/28/2018	1915201021240	INVENTORY ITEMS
		98081	343.35	06/28/2018	1915201021241	DUAL-LITE/LIGHTGUARD
		98252	117.95	06/28/2018	60347011	INVENTORY ITEMS
	INTERSTATE BATTERY SYSTEM OF Total		<u>588.90</u>			
1326	KANE COUNTY WATER ASSOC					
			175.00	06/28/2018	062118	MBRSHP - WATER & T WILSON

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	KANE COUNTY WATER ASSOC Total		<u>175.00</u>			
1327	KANE COUNTY FAIR		382.13	06/21/2018	FY 2019	MANION PROPERTY DEBT PAY
			382.13	06/21/2018	FY 2019	MANION PROPERTY DEBT PAY
			382.13	06/21/2018	FY 2019	MANION PROPERTY DEBT PAY
	KANE COUNTY FAIR Total		<u>1,146.39</u>			
1353	SUSAN KEMPH		290.96	06/21/2018	061418	PETTY CASH
	SUSAN KEMPH Total		<u>290.96</u>			
1363	KIESLER POLICE SUPPLY INC	98159	10,552.80	06/21/2018	0865894	MISC SUPPLIES - PD
	KIESLER POLICE SUPPLY INC Total		<u>10,552.80</u>			
1380	KNOX ASSOCIATES	97590	592.00	06/28/2018	INV01355765	PADLOCK EXTERIOR
	KNOX ASSOCIATES Total		<u>592.00</u>			
1381	MARK KOENEN		341.30	06/21/2018	061318	REIMB = ILCMA CONF
	MARK KOENEN Total		<u>341.30</u>			
1403	WEST VALLEY GRAPHICS & PRINT	98202	64.00	06/28/2018	16922	INVENTORY ITEMS
		98215	30.00	06/28/2018	16954	CFA FORMS
	WEST VALLEY GRAPHICS & PRINT Total		<u>94.00</u>			
1439	LAW ENFORCEMENT TRAINING LLC	98172	2,600.00	06/21/2018	INV-0033	COURT SMART
	LAW ENFORCEMENT TRAINING LLC Total		<u>2,600.00</u>			
1463	LINA	97619	9,756.83	06/28/2018	063018	SVCS = JUNE 2018
	LINA Total		<u>9,756.83</u>			
1489	LOWES	97532	19.06	06/21/2018	02481/06-05-18	MISC SUPPLIES - HIST MUSEUI
		97941	28.72	06/21/2018	02569	MISC SUPPLIES - FD
		97532	95.39	06/21/2018	02632/05-31-18	W SIDE DECK

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		97532	90.30	06/21/2018	02829	PED BRIDGE
		97533	175.74	06/21/2018	02837/06-01-18	MISC SUPPLIES - WW
		97941	17.67	06/21/2018	10913	SUPPLIES - FS#3
			-71.13	06/28/2018	14176	RETURN ON INV02699/06-06-18
		98264	188.10	06/28/2018	82664	DW 20V MAX COMPACT
		97533	96.86	06/28/2018	02700/06-06-18	MISC SUPPLIES - WW
		98122	126.74	06/28/2018	02709/06-06-18	INVENTORY ITEMS
		98193	133.86	06/28/2018	02710	INVENTORY ITEMS
		97478	16.61	06/28/2018	02730/06-06-18	MISC SUPPLIES
		97532	238.58	06/28/2018	02892/06-07-18	MISC SUPPLIES - PS
		98170	116.24	06/28/2018	10896	LAB SUPPLIES
		97533	153.04	06/21/2018	19802	MISC SUPPLIES - WW
		97596	56.90	06/28/2018	01132	MISC SUPPLIES - ELEC
		97532	141.99	06/28/2018	02020/06-06-18	MISC SUPPLIES - PS
		97533	408.63	06/28/2018	02630/06-12-18	MISC SUPPLIES - PLUMBING
		97727	121.59	06/28/2018	02671/06-06-18	MISC SUPPLIES - WATER
			71.13	06/28/2018	02699/06-06-18	INCORRECT ITEM
	LOWES Total		<u>2,226.02</u>			
1532	MARSHALLS TOWING & RECOVERY					
		97490	245.00	06/21/2018	22208	TOWING - PD
		97490	145.00	06/21/2018	22252	TOWING - PD
		97490	145.00	06/21/2018	22258	TOWING - PD
	MARSHALLS TOWING & RECOVERY Total		<u>535.00</u>			
1564	MICHAEL MCCOWAN					
			64.50	06/28/2018	052218	REIMB FUEL - SWAT TRAINING
	MICHAEL MCCOWAN Total		<u>64.50</u>			
1582	MCMASTER CARR SUPPLY CO					
		98378	66.04	06/28/2018	65816559	INVENTORY ITEMS
		98417	20.51	06/28/2018	66095606	U BOLT
	MCMASTER CARR SUPPLY CO Total		<u>86.55</u>			
1585	MEADE ELECTRIC COMPANY INC					
		97470	1,368.63	06/28/2018	686775	SVCS MAY 2018
	MEADE ELECTRIC COMPANY INC Total		<u>1,368.63</u>			
1590	MEDICAL SCREENING SERVICES INC					
			99.00	06/28/2018	0342919-IN	SVCS 6-15 THRU 7-14-18

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	MEDICAL SCREENING SERVICES INC Total		99.00			
1603	METRO WEST COG					
		98453	11,620.00	06/28/2018	3370	RENEWAL DUES
			120.00	06/28/2018	3539	2018 SESSION REVIEW 6-28-18
	METRO WEST COG Total		11,740.00			
1613	METROPOLITAN ALLIANCE OF POL					
			940.00	06/22/2018	UNP 180622142946PD	Union Dues - IMAP
			126.00	06/22/2018	UNPS180622142946PI	Union Dues-Police Sergeants
	METROPOLITAN ALLIANCE OF POL Total		1,066.00			
1629	MIDWEST DRIVESHAFT INC					
		98152	135.00	06/21/2018	84522	V#1731 RO#60579
		98165	197.90	06/21/2018	84531	V#1744 RO#60596
	MIDWEST DRIVESHAFT INC Total		332.90			
1637	FLEETPRIDE INC					
		98143	24.95	06/21/2018	94616647	MISC SUPPLIES - FLEET
		98166	79.14	06/21/2018	94672886	MISC SUPPLIES - FLEET
			-67.00	06/21/2018	94947403	CREDIT PO#98271
			67.00	06/28/2018	94782503	ITEM RETURNED CRED#949474
		98271	71.00	06/28/2018	94873365	SILICONE HEATER
	FLEETPRIDE INC Total		175.09			
1638	MIDWEST GROUNDCOVERS					
		97567	2,757.90	06/28/2018	I560682	PLANT MATERIAL
	MIDWEST GROUNDCOVERS Total		2,757.90			
1643	MILSOFT UTILITY SOLUTIONS INC					
		97457	55.00	06/21/2018	20182614	APRIL SVCS
	MILSOFT UTILITY SOLUTIONS INC Total		55.00			
1650	MITCHELL1					
		98303	1,728.00	06/21/2018	21620442	PRODEMAND ONLY GOV SUB
	MITCHELL1 Total		1,728.00			
1651	MNJ TECHNOLOGIES DIRECT INC					
		98173	3,875.00	06/21/2018	0003606704	DESKTOP REPLACE
		98225	1,772.87	06/28/2018	0003607328	LAPTOPS

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	MNJ TECHNOLOGIES DIRECT INC Total		<u>5,647.87</u>			
1655	MONROE TRUCK EQUIPMENT					
		98146	4,136.58	06/21/2018	5377542	PTO HOSSHIFT/PUMP KIT
		98230	25.99	06/28/2018	5377927	MPS CABLE POWER/GROUND
	MONROE TRUCK EQUIPMENT Total		<u>4,162.57</u>			
1668	FERGUSON ENTERPRISES INC					
		98133	43.70	06/21/2018	4504990	INVENTORY ITEMS
		98346	531.57	06/28/2018	4536109	INVENTORY ITEMS
			-100.20	06/28/2018	CM499996	SHIPPED INCORRECT ITEM
	FERGUSON ENTERPRISES INC Total		<u>475.07</u>			
1704	NCPERS IL IMRF					
			16.00	06/22/2018	NCP2180622142946PV	NCPERS 2
	NCPERS IL IMRF Total		<u>16.00</u>			
1711	NESTLE WATERS NORTH AMERICA					
		98041	693.55	06/28/2018	08F0122067317	WATER DELIVERIES
	NESTLE WATERS NORTH AMERICA Total		<u>693.55</u>			
1728	NIPSTA					
			450.00	06/28/2018	16861	CLASS 4-26-17
			800.00	06/28/2018	17644	CLASS 3-9-18
	NIPSTA Total		<u>1,250.00</u>			
1745	NICOR					
			31.67	06/28/2018	1000 2 JUN 22 2018	SVC 5-21 THRU 6-20-18
	NICOR Total		<u>31.67</u>			
1747	COMPASS MINERALS AMERICA INC					
		98282	3,020.41	06/28/2018	263188	BULK COARSE LA ROCK
		98282	2,999.30	06/28/2018	269155	BULK COARSE LA ROCK
		98282	3,047.05	06/28/2018	368720	COARSE ROCK SALT
	COMPASS MINERALS AMERICA INC Total		<u>9,066.76</u>			
1756	NORTH CENTRAL LABORATORIES					
		97496	482.11	06/21/2018	407436	AUTOCLAVE DATALOGGER
		98137	424.78	06/21/2018	407502	INVENTORY ITEMS
		97496	250.28	06/28/2018	407965	LAB SUPPLIES

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	NORTH CENTRAL LABORATORIES Total		<u>1,157.17</u>			
1762	NORTHWESTERN UNIVERSITY					
			92.00	06/21/2018	25943	SPSC GRADUATION
		97615	3,800.00	06/28/2018	9720	D KUTTNER
	NORTHWESTERN UNIVERSITY Total		<u>3,892.00</u>			
1769	OEI PRODUCTS INC					
		98191	755.76	06/28/2018	5973	INVENTORY ITEMS
	OEI PRODUCTS INC Total		<u>755.76</u>			
1772	OHALLORAN KOSOFF GEITNER &					
			3,135.66	06/28/2018	655888	RE: STRYKOWSKI CLAIM
	OHALLORAN KOSOFF GEITNER & Total		<u>3,135.66</u>			
1775	RAY O'HERRON CO					
		97494	994.17	06/21/2018	01-60174PD-0518	UNIFORMS - PD
	RAY O'HERRON CO Total		<u>994.17</u>			
1783	ON TIME EMBROIDERY INC					
		97961	129.00	06/28/2018	52131	UNIFORMS - FD
		97961	129.00	06/28/2018	52143	UNIFORMS - FD
	ON TIME EMBROIDERY INC Total		<u>258.00</u>			
1797	PACE SUBURBAN BUS					
		93044	4,909.84	06/28/2018	510563	SVCS - MARCH 2018
	PACE SUBURBAN BUS Total		<u>4,909.84</u>			
1816	DAN PAULETTE					
			109.33	06/28/2018	060418	BOOTS - MEIJER 6-4-18
	DAN PAULETTE Total		<u>109.33</u>			
1825	PEDERSEN COMPANY					
		98374	1,658.51	06/21/2018	2018-4905	REPLACEMENT TREES
		98285	4,668.74	06/28/2018	2018-5048	PLANT STREET TREES
	PEDERSEN COMPANY Total		<u>6,327.25</u>			
1842	P F PETTIBONE & CO					
		98352	696.20	06/28/2018	174538	MISC SUPPLIES - PD
	P F PETTIBONE & CO Total		<u>696.20</u>			

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1851	CHARLES PIERCE		36.00	06/28/2018	071718	PER DIEM 7-17 THRU 7-18-18
	CHARLES PIERCE Total		36.00			
1861	POLICE PENSION FUND		5,646.96	06/22/2018	PLP2180622142946PD	Police Pension Tier 2
			15,093.69	06/22/2018	PLPN180622142946PL	Police Pension
	POLICE PENSION FUND Total		20,740.65			
1890	LEGAL SHIELD		7.36	06/22/2018	PPLS180622142946FC	Pre-Paid Legal Services
			8.75	06/22/2018	PPLS180622142946FN	Pre-Paid Legal Services
			124.60	06/22/2018	PPLS180622142946PC	Pre-Paid Legal Services
	LEGAL SHIELD Total		140.71			
1897	PRIME TACK & SEAL CO					
		97548	710.08	06/21/2018	56242	HFE-90
		97548	576.94	06/21/2018	56326	HFE-90
		97548	500.86	06/28/2018	56377	HFE-90
	PRIME TACK & SEAL CO Total		1,787.88			
1898	PRIORITY PRODUCTS INC					
		97738	63.99	06/28/2018	922982	INVENTORY ITEMS
	PRIORITY PRODUCTS INC Total		63.99			
1900	PROVIDENT LIFE & ACCIDENT					
			26.76	06/22/2018	POPT180622142946FL	Provident Optional Life
	PROVIDENT LIFE & ACCIDENT Total		26.76			
1943	RAINMAKERS IRRIGATION INC					
		98056	603.85	06/28/2018	6082018-20	PLANTER BEDS
	RAINMAKERS IRRIGATION INC Total		603.85			
1946	RANDALL PRESSURE SYSTEMS INC					
		98108	36.40	06/21/2018	I-19055-0	SUCTION LINE
		98134	249.20	06/21/2018	I-19058-0	INVENTORY ITEMS
		98083	620.35	06/28/2018	I-18987-0	INVENTORY ITEMS
		98147	176.70	06/28/2018	I-18992-0	FILTER/REGULATOR
		98180	148.18	06/28/2018	I-19127-0	HOSE/COUPLINGS
		98147	6.57	06/28/2018	I-19197-0	MISC SUPPLIES - FLEET
		98147	4.79	06/28/2018	I-19212-0	MISC FLEET SUPPLIES

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		98147	22.26	06/28/2018	I-19260-0	MISC PARTS - FLEET
	RANDALL PRESSURE SYSTEMS INC Total		<u>1,264.45</u>			
1953	RBS PACKAGING INC					
		98049	451.20	06/21/2018	2033067	INVENTORY ITEMS
		98194	282.50	06/28/2018	2033106	INVENTORY ITEMS
	RBS PACKAGING INC Total		<u>733.70</u>			
1998	RURAL ELECTRIC SUPPLY CO OP					
		98233	232.21	06/28/2018	717352-00	INVENTORY ITEMS
		98338	108.61	06/28/2018	718305-00	INVENTORY ITEMS
	RURAL ELECTRIC SUPPLY CO OP Total		<u>340.82</u>			
2010	RIGGS BROS INC					
		98197	595.00	06/28/2018	138678	V#1891 RO#60599
	RIGGS BROS INC Total		<u>595.00</u>			
2032	POMPS TIRE SERVICE INC					
		97861	27.00	06/21/2018	640060801	SCRAP DISPOSAL FEES
		98139	433.28	06/21/2018	640061446	INVENTORY ITEMS
		98131	649.12	06/21/2018	640061447	INVENTORY ITEMS
	POMPS TIRE SERVICE INC Total		<u>1,109.40</u>			
2033	VILLAGE OF ROMEOVILLE					
		95435	1,100.00	06/21/2018	2018-257	CLASS - KIDD/FUNK
		97506	150.00	06/21/2018	2018-258	CLASS - PERRY
	VILLAGE OF ROMEOVILLE Total		<u>1,250.00</u>			
2046	RUSSO POWER EQUIPMENT INC					
		97538	818.09	06/28/2018	5083538	FORESTRY SUPPLIES
	RUSSO POWER EQUIPMENT INC Total		<u>818.09</u>			
2050	S&C ELECTRIC CO					
		94901	12,868.00	06/28/2018	1195133	34.5 KV 600 AMPS
		94544	12,868.00	06/28/2018	1195134	RUPTER SWITCH
	S&C ELECTRIC CO Total		<u>25,736.00</u>			
2055	SAFETY-KLEEN					
		98235	796.00	06/28/2018	77031468	DISPOSAL
	SAFETY-KLEEN Total		<u>796.00</u>			

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2059	SCOTT R SANDERS		266.76	06/21/2018	061818	PETTY CASH
	SCOTT R SANDERS Total		<u>266.76</u>			
2096	SCHINDLER ELEVATOR CORPORATION	98153	7,882.61	06/21/2018	8104805337	YEARLY BILLING
	SCHINDLER ELEVATOR CORPORATION Total		<u>7,882.61</u>			
2109	SECRETARY OF STATE		103.00	06/21/2018	1783	VEH#1783 TITLE/PLATES
			103.00	06/21/2018	2200	PLATES 2200
			103.00	06/21/2018	2201	PLATES 2201
	SECRETARY OF STATE Total		<u>309.00</u>			
2118	SERVICE INDUSTRIAL SUPPLY INC	98187	151.99	06/21/2018	110091	INVENTORY ITEMS
	SERVICE INDUSTRIAL SUPPLY INC Total		<u>151.99</u>			
2137	SHERWIN WILLIAMS	98304	106.44	06/21/2018	6166-1REV	
		97701	174.60	06/28/2018	6234-7	PAINT SUPPLIES
	SHERWIN WILLIAMS Total		<u>281.04</u>			
2157	SISLERS ICE & DAIRY LTD	97556	160.25	06/21/2018	406513	ICE DELIVERY
	SISLERS ICE & DAIRY LTD Total		<u>160.25</u>			
2169	CLARK BAIRD SMITH LLP		1,693.29	06/21/2018	9973	SVCS MAY 2018
	CLARK BAIRD SMITH LLP Total		<u>1,693.29</u>			
2205	STATE FIRE MARSHAL	98388	125.00	06/21/2018	5125093234	CERT OF OPERATION
	STATE FIRE MARSHAL Total		<u>125.00</u>			
2214	ST CHARLES CHAMBER OF COMMERCE	98218	5,000.00	06/21/2018	176298755	ANNUAL MEMBERSHIP
	ST CHARLES CHAMBER OF COMMERCE Total		<u>5,000.00</u>			
2228	CITY OF ST CHARLES		138.23	06/30/2018	3-31-31065-6-1-518	SVC 5-1 THRU 5-31-18

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			115.00	06/30/2018	3-31-31067-2-1-518	SVC 5-1 THRU 5-31-18
			90.19	06/30/2018	3-31-31068-0-2-518	SVC 5-1 THRU 5-31-18
			137.19	06/30/2018	4-60-92833-6-0-518	SVC 5-3 THRU 6-4-18
	CITY OF ST CHARLES Total		480.61			
2235	STEINER ELECTRIC COMPANY					
		97845	3,987.72	06/21/2018	S006041216.003	INVENTORY ITEMS
		98016	546.70	06/21/2018	S006043477.001	PC BOARD
		98144	102.89	06/21/2018	S006061604.001	ELEC SUPPLIES
	STEINER ELECTRIC COMPANY Total		4,637.31			
2295	MICHAEL TANNENBAUM					
			325.13	06/28/2018	061118	JEANS DULUTH 6-11-18
	MICHAEL TANNENBAUM Total		325.13			
2300	TEMCO MACHINERY INC					
		98097	56.02	06/21/2018	AG63298	SEAL BEARING
		98097	320.22	06/21/2018	AG63341	SWITCH/MAGNET
		98097	1,742.08	06/21/2018	AG63370	COMPRESSOR/DRIER
		98097	551.72	06/21/2018	AG63371	BRAKE CHAMBER
		98097	58.72	06/21/2018	AG63376	RECEIVER DRIER
	TEMCO MACHINERY INC Total		2,728.76			
2301	GENERAL CHAUFFERS SALES DRIVER					
			159.00	06/22/2018	UNT 180622142946CD	Union Dues - Teamsters
			2,292.00	06/22/2018	UNT 180622142946PM	Union Dues - Teamsters
	GENERAL CHAUFFERS SALES DRIVER Total		2,451.00			
2314	3M VHS0733					
		98125	258.00	06/21/2018	TP30354	INVENTORY ITEMS
	3M VHS0733 Total		258.00			
2316	APC STORE					
			-44.78	06/21/2018	478-454992	CRED IN#464105
			-9.99	06/21/2018	478-463103	CRED IN#462214
			223.43	06/21/2018	478-464919	RETURN ITEMS
		97921	284.20	06/21/2018	478-465236	V#2132 RO#60615
			-156.01	06/21/2018	478-465254	CRED IN#464907
		97921	9.40	06/21/2018	478-465278	V#3099 RO#60597
			-412.31	06/28/2018	478-466034	CREDIT IN#465615/WARRANTY

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		97921	23.60	06/28/2018	478-466406	V#1832 RO#60697
		98366	418.87	06/28/2018	478-466459	INVENTORY ITEMS
		97921	93.00	06/28/2018	478-466466	V#4099 RO#60693
		97921	21.93	06/28/2018	478-66014	V#5299 RO#60664
		97921	206.15	06/28/2018	478-465615	V#1931 RO#60661
			-284.20	06/28/2018	478-465621	CRED IN#465236
			-7.84	06/28/2018	478-465624	CRED IN#465075
			-9.40	06/28/2018	478-465625	CREDIT INV#465278
		97921	4.03	06/28/2018	478-465698	V#1988 RO#60622
		98471	39.15	06/28/2018	478-465829	LED THIN LIGHT
		97921	236.17	06/21/2018	478-465282	V#1931 RO#60607
		97921	28.79	06/21/2018	478-465284	V#3099 RO#60597
			-223.43	06/21/2018	478-465286	CRED IN#464919
		97921	206.15	06/21/2018	478-465394	V#1931 RO#60607
		97921	15.26	06/21/2018	478-465586	V#1988 RO#60622
		98192	80.90	06/21/2018	478-466535	INVENTORY ITEMS
	APC STORE Total		743.07			
2319	THOMPSON ELEVATOR INSPECTION					
		98298	60.00	06/21/2018	18-1597	STC PARKING GARAGE
	THOMPSON ELEVATOR INSPECTION Total		60.00			
2373	TYLER MEDICAL SERVICES					
		97607	370.00	06/21/2018	397133	MONTHLY RANDOMS
	TYLER MEDICAL SERVICES Total		370.00			
2376	ULTRA STROBE COMMUNICATIONS					
		97485	250.00	06/21/2018	074126	REMOVE EQUIP - V#25
		95846	9,074.99	06/21/2018	074152	INSTALL
		97485	135.90	06/21/2018	074153	ITEMS DAMAGED IN ACCIDENT
	ULTRA STROBE COMMUNICATIONS Total		9,460.89			
2383	UNITED STATES POSTAL SERVICE					
			4,000.00	06/28/2018	6116619-0618	POSTAGE METER REIMB
	UNITED STATES POSTAL SERVICE Total		4,000.00			
2401	UNIVERSAL UTILITY SUPPLY INC					
		97922	375.00	06/28/2018	3026920	INVENTORY ITEMS
	UNIVERSAL UTILITY SUPPLY INC Total		375.00			

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2403	UNITED PARCEL SERVICE		10.13	06/21/2018	0000650961248	SHIPPING
			21.23	06/28/2018	0000650961238	SHIPPING
	UNITED PARCEL SERVICE Total		31.36			
2429	VERIZON WIRELESS		8,213.25	06/21/2018	9808398595	SVCS MAY 4 THRU UNE 3 2018
	VERIZON WIRELESS Total		8,213.25			
2452	VULCAN CONSTRUCTION MATERIALS					
		97951	334.49	06/28/2018	31705205	CA-16 CHIPS
	VULCAN CONSTRUCTION MATERIALS Total		334.49			
2470	WAREHOUSE DIRECT					
		97524	53.64	06/21/2018	3912046-0	OFFICE SUPPLIES - CDE
		97524	53.64	06/21/2018	3912046-0	OFFICE SUPPLIES - CDE
		97524	-53.64	06/21/2018	3912046-0	OFFICE SUPPLIES - CDE
		97524	-53.64	06/21/2018	3912046-0	OFFICE SUPPLIES - CDE
		97523	53.64	06/21/2018	3912046-0A	OFFICE SUPPLIES - CD
		98044	72.92	06/21/2018	3915624-0	OFFICE SUPPLIES - CH
		97610	150.66	06/21/2018	3916540--0	OFFICE SUPPLIES - HR
		97637	167.52	06/21/2018	3917799-0	OFFICE SUPPLIES - UB
		97481	23.12	06/28/2018	3930489-0	OFFICE SUPPLIES - CA
		97486	37.63	06/28/2018	3930979-0	OFFICE SUPPLIES - PD
		97486	15.79	06/28/2018	3926282-0	OFFICE SUPPLIES - PD
		98033	42.56	06/28/2018	3926953-0	OFFICE SUPPLIES - BCE
		97486	19.52	06/28/2018	3927889-0	OFFICE SUPPLIES - PD
		97939	22.75	06/28/2018	3929515-0	OFFICE SUPPLIES - ELEC/ENG
		97939	105.60	06/28/2018	3929515-1	TONER - ELEC/ENG
		97486	104.92	06/28/2018	3930256-0	OFFICE SUPPLIES - PD
		97939	138.39	06/28/2018	3924566-0	OFFICE SUPPLIES - ELEC/ENG
		97486	32.92	06/28/2018	3925234-0	OFFICE SUPPLIES - PD
		97523	32.32	06/21/2018	3918028-0	OFFICE SUPPLIES - CD
		97472	67.60	06/21/2018	3919193-0	OFFICE SUPPLIES - PW
		97486	67.34	06/21/2018	3920902-0	OFFICE SUPPLIES - PD
		97943	24.98	06/21/2018	3920989-0	OFFICE SUPPLIES - FD
		98033	77.35	06/21/2018	3922310-0	OFFICE SUPPLIES - BCE
	WAREHOUSE DIRECT Total		1,257.53			
2476	WASCO NURSERY INC					

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		98268	230.00	06/28/2018	1101023664	ANNUALS
	WASCO NURSERY INC Total		230.00			
2478	WATER PRODUCTS AURORA					
		98127	335.00	06/21/2018	0280826	INVENTORY ITEMS
		97792	686.00	06/28/2018	0281023	INVENTORY ITEMS
	WATER PRODUCTS AURORA Total		1,021.00			
2485	WBK ENGINEERING LLC					
		88769	472.50	06/21/2018	19060	PARKSIDE RESERVES
		95797	945.00	06/21/2018	19061	CITY VIEW 895 GENEVA RD
		92345	6,952.50	06/21/2018	19063	PRAIRIE CENTRE
		98219	1,631.00	06/21/2018	19064	MANOR RIVERWALL
		92832	623.50	06/21/2018	19088	IL31 CULVERT S CORP LIMITS
	WBK ENGINEERING LLC Total		10,624.50			
2490	WELCH BROS INC					
		98025	207.00	06/28/2018	3011053	EXPANSION JOINTS
		98274	105.00	06/28/2018	3011461	OFFSET CONES
	WELCH BROS INC Total		312.00			
2506	EESCO					
		97765	3,142.80	06/21/2018	990466	INVENTORY ITEMS
		96052	292.40	06/28/2018	864038	INVENTORY ITEMS
		97123	44,400.00	06/28/2018	008488	INVENTORY ITEMS
		98205	58.50	06/28/2018	011861	INVENTORY ITEMS
		98223	1,335.00	06/28/2018	018331	INVENTORY ITEMS
		98106	3,100.00	06/28/2018	018332	INVENTORY ITEMS
		97953	85.00	06/28/2018	021812	INVENTORY ITEMS
		96052	351.00	06/28/2018	810724	INVENTORY ITEMS
	EESCO Total		52,764.70			
2523	WILTSE GREENHOUSE LANDSCAPING					
		97566	808.00	06/21/2018	060118	LAWN MOWING - MAY 2018
	WILTSE GREENHOUSE LANDSCAPING Total		808.00			
2526	THE WILSON BOHANNAN CO					
		98078	242.33	06/28/2018	0152962-IN	INVENTORY ITEMS
	THE WILSON BOHANNAN CO Total		242.33			
2545	GRAINGER INC					

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		98001	528.48	06/21/2018	9801858540	INVENTORY ITEMS
		98158	34.76	06/21/2018	9804304757	CROWFOOT SOCKET WRENCH
		98164	30.60	06/21/2018	9804687466	BLK TAG
		98222	265.30	06/28/2018	9809294607	INVENTORY ITEMS
		98216	148.02	06/28/2018	9809494777	ELEC BOX
		98093	946.68	06/28/2018	9810726811	INVENTORY ITEMS
		98266	155.25	06/28/2018	9813173706	WORK BOOTS
		98286	66.40	06/28/2018	9815776126	TWIST KEY RING
	GRAINGER INC Total		2,175.49			
2629	ZEP MANUFACTURING CO					
		98128	382.11	06/21/2018	9003436155	INVENTORY ITEMS
	ZEP MANUFACTURING CO Total		382.11			
2630	ZIEBELL WATER SERVICE PRODUCTS					
		97822	1,404.00	06/21/2018	241744-000	CLAMP/REGISTERS
	ZIEBELL WATER SERVICE PRODUCTS Total		1,404.00			
2637	ILLINOIS DEPT OF REVENUE					
			472.35	06/22/2018	ILST180618111111PW	Illinois State Tax
			808.22	06/22/2018	ILST180622142946CA	Illinois State Tax
			2,258.74	06/22/2018	ILST180622142946CD	Illinois State Tax
			8,285.43	06/22/2018	ILST180622142946FD	Illinois State Tax
			1,665.45	06/22/2018	ILST180622142946FN	Illinois State Tax
			832.21	06/22/2018	ILST180622142946HR	Illinois State Tax
			1,792.77	06/22/2018	ILST180622142946IS	Illinois State Tax
			10,371.44	06/22/2018	ILST180622142946PD	Illinois State Tax
			13,674.28	06/22/2018	ILST180622142946PW	Illinois State Tax
	ILLINOIS DEPT OF REVENUE Total		40,160.89			
2638	INTERNAL REVENUE SERVICE					
			635.10	06/22/2018	FICA180618111111PV	FICA Employee
			1,220.72	06/22/2018	FICA180622142946CA	FICA Employee
			3,231.91	06/22/2018	FICA180622142946CD	FICA Employee
			349.37	06/22/2018	FICA180622142946FD	FICA Employee
			2,293.27	06/22/2018	FICA180622142946FN	FICA Employee
			1,211.07	06/22/2018	FICA180622142946HR	FICA Employee
			610.72	06/22/2018	MEDR180622142946IS	Medicare Employer
			3,562.99	06/22/2018	MEDR180622142946P	Medicare Employer
			4,422.34	06/22/2018	MEDR180622142946P	Medicare Employer

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			148.54	06/22/2018	MEDR180618111111P	Medicare Employer
			304.10	06/22/2018	MEDR180622142946C	Medicare Employer
			737.30	06/22/2018	MEDR180622142946C	Medicare Employer
			2,834.40	06/22/2018	MEDR180622142946FI	Medicare Employer
			536.27	06/22/2018	MEDR180622142946FI	Medicare Employer
			283.23	06/22/2018	MEDR180622142946H	Medicare Employer
			2,835.56	06/22/2018	MEDE180622142946FI	Medicare Employee
			536.30	06/22/2018	MEDE180622142946FI	Medicare Employee
			283.23	06/22/2018	MEDE180622142946H	Medicare Employee
			610.72	06/22/2018	MEDE180622142946IS	Medicare Employee
			3,561.83	06/22/2018	MEDE180622142946PI	Medicare Employee
			4,422.34	06/22/2018	MEDE180622142946P	Medicare Employee
			3,898.11	06/22/2018	FIT 180622142946IS	Federal Withholding Tax
			25,935.01	06/22/2018	FIT 180622142946PD	Federal Withholding Tax
			30,788.42	06/22/2018	FIT 180622142946PW	Federal Withholding Tax
			148.54	06/22/2018	MEDE180618111111P	Medicare Employee
			285.50	06/22/2018	MEDE180622142946C	Medicare Employee
			755.87	06/22/2018	MEDE180622142946C	Medicare Employee
			1,684.78	06/22/2018	FIT 180618111111PW	Federal Withholding Tax
			1,915.07	06/22/2018	FIT 180622142946CA	Federal Withholding Tax
			5,352.84	06/22/2018	FIT 180622142946CD	Federal Withholding Tax
			22,098.21	06/22/2018	FIT 180622142946FD	Federal Withholding Tax
			4,126.64	06/22/2018	FIT 180622142946FN	Federal Withholding Tax
			2,123.37	06/22/2018	FIT 180622142946HR	Federal Withholding Tax
			344.41	06/22/2018	FICE180622142946FD	FICA Employer
			2,293.33	06/22/2018	FICE180622142946FN	FICA Employer
			1,211.07	06/22/2018	FICE180622142946HR	FICA Employer
			2,611.41	06/22/2018	FICE180622142946IS	FICA Employer
			2,148.74	06/22/2018	FICE180622142946PD	FICA Employer
			18,909.25	06/22/2018	FICE180622142946PV	FICA Employer
			2,611.41	06/22/2018	FICA180622142946IS	FICA Employee
			2,143.78	06/22/2018	FICA180622142946PD	FICA Employee
			18,909.25	06/22/2018	FICA180622142946PV	FICA Employee
			635.10	06/22/2018	FICE180618111111PV	FICA Employer
			1,299.97	06/22/2018	FICE180622142946CA	FICA Employer
			3,152.60	06/22/2018	FICE180622142946CD	FICA Employer
			190,013.99			
	INTERNAL REVENUE SERVICE Total					
2639	STATE DISBURSEMENT UNIT					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			465.36	06/22/2018	0000000641806221429	IL Child Support Amount 2
			795.70	06/22/2018	0000001351806221429	IL Child Support Amount 1
			471.13	06/22/2018	0000001911806221429	IL Child Support Amount 1
			545.00	06/22/2018	0000002061806221429	IL Child Support Amount 1
			391.78	06/22/2018	0000002921806221429	IL Child Support Amount 1
			369.23	06/22/2018	0000004861806221429	IL Child Support Amount 1
			700.15	06/22/2018	0000012251806221429	IL Child Support Amount 1
			180.00	06/22/2018	0000012671806221429	IL Child Support Amount 1
			817.98	06/22/2018	0000001971806181111	IL CS Maintenance 1
	STATE DISBURSEMENT UNIT Total		4,736.33			
2643	DELTA DENTAL					
			2,136.50	06/18/2018	061818	DELTA DENTAL CLAIMS
			4,150.76	06/25/2018	062518	DELTA DENTAL CLAIMS
	DELTA DENTAL Total		6,287.26			
2648	HEALTH CARE SERVICE CORP					
			72,965.35	06/18/2018	061818	MEDICAL CLAIMS
	HEALTH CARE SERVICE CORP Total		72,965.35			
2672	TRI-CITY AMBULANCE					
			52,167.26	06/25/2018	IN136	AMBULANCE BILLING - 1ST QT
	TRI-CITY AMBULANCE Total		52,167.26			
2674	VIKING CHEMICAL CO					
		77	236.25	06/28/2018	63538	CHLORINE
		77	236.25	06/28/2018	63539	CHLORINE
		77	552.00	06/28/2018	63540	SODIUM HYPO SOLUTION
		77	598.00	06/28/2018	63541	SODIUM HYPO SOLUTION
	VIKING CHEMICAL CO Total		1,622.50			
2683	CONTINENTAL AMERICAN INSURANCE					
			59.89	06/22/2018	ACCG180622142946FI	AFLAC Accident Plan
			10.69	06/22/2018	ACCG180622142946IS	AFLAC Accident Plan
			114.85	06/22/2018	ACCG180622142946PI	AFLAC Accident Plan
			85.54	06/22/2018	ACCG180622142946P'	AFLAC Accident Plan
	CONTINENTAL AMERICAN INSURANCE Total		270.97			
2756	RXBENEFITS INC.					
			57,746.03	06/21/2018	INV5403	PRESCRIPTION CLAIMS/FEEES

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	RXBENEFITS INC. Total		<u>57,746.03</u>			
2810	MSAB INCORPORATED	97024	7,380.00	06/21/2018	33167	TRAINING-DONY/SCHUESSLER
	MSAB INCORPORATED Total		<u>7,380.00</u>			
2848	COOK COUNTY SHERIFFS OFFICE		10.00	06/28/2018	062518	NOTARY = K YOUNG
	COOK COUNTY SHERIFFS OFFICE Total		<u>10.00</u>			
2894	HAVLICEK ACE HARDWARE LLC		17.96	06/21/2018	61748/1	MISC SUPPLIES = PS
		98248	415.20	06/28/2018	64229/1	INVENTORY ITEMS
	HAVLICEK ACE HARDWARE LLC Total		<u>433.16</u>			
2921	STRYPES PLUS MORE INC		110.00	06/28/2018	14375	FD BENCH
			596.00	06/28/2018	14376	REMOVE LETTERING ON TRUC
			2,115.00	06/28/2018	14377	EMA UNIT/ESCAPE/#101
	STRYPES PLUS MORE INC Total		<u>2,821.00</u>			
2929	FOOTE MIELKE CHAVEZ & O'NEIL		475.00	06/21/2018	4322	RE: R C LAMBERT
			525.00	06/21/2018	4323	RE: L M PAGANO
			475.00	06/21/2018	4324	RE: J T ZWINGELBERG
			525.00	06/21/2018	4325	RE: M T SCHIEGEL
			475.00	06/21/2018	4326	RE: A C PETRY
			525.00	06/21/2018	4327	RE: D N EMS
			3,200.00	06/21/2018	4328	ORD VIOLATIONS - MAY
	FOOTE MIELKE CHAVEZ & O'NEIL Total		<u>6,200.00</u>			
2933	ARCHIVESOCIAL INC	98428	1,188.00	06/28/2018	4509	SOCIAL MEDIA ARCHIVAL
	ARCHIVESOCIAL INC Total		<u>1,188.00</u>			
2950	MARY PORTER	98050	20.38	06/21/2018	1902653358	INVENTORY ITEMS
		97767	112.35	06/28/2018	1902653788	INVENTORY ITEMS
	MARY PORTER Total		<u>132.73</u>			
2953	SENTINEL TECHNOLOGIES INC					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		98238	20,708.00	06/28/2018	P633020	HANS RENEWAL
		98239	9,917.00	06/28/2018	P633021	HANS RENEWAL
	SENTINEL TECHNOLOGIES INC Total		<u>30,625.00</u>			
2956	LAI LTD					
		98032	41.30	06/21/2018	18-15598	V-BELT
	LAI LTD Total		<u>41.30</u>			
2963	RAYNOR DOOR AUTHORITY					
		98061	383.70	06/21/2018	130798	SVC @ FS#1
	RAYNOR DOOR AUTHORITY Total		<u>383.70</u>			
2974	HOSCHEIT MCGUIRK MCCRACKEN &					
			1,000.00	06/21/2018	A25059-1-0518	LEGAL CHARGES - MAY
			84.00	06/21/2018	A25059-13-0518	LEGAL CHARGES - MAY
			5,764.50	06/21/2018	A25059-2-0518	LEGAL CHARGES - MAY
			3,087.00	06/21/2018	A25059-3-0518	LEGAL CHARGES - MAY
			147.00	06/21/2018	A25059-5-0518	LEGAL CHARGES - MAY
			1,050.00	06/21/2018	A25059-6-0518	LEGAL CHARGES - MAY
			1,827.00	06/21/2018	A25059-7-0518	LEGAL CHARGES - MAY
			6,783.00	06/21/2018	A25059-8-0518	LEGAL CHARGES - MAY
	HOSCHEIT MCGUIRK MCCRACKEN & Total		<u>19,742.50</u>			
2985	S SCHROEDER TRUCKING INC					
		73	5,740.88	06/28/2018	33713	DUMP TRAILER
	S SCHROEDER TRUCKING INC Total		<u>5,740.88</u>			
3053	FOX RIVER ECOSYSTEM					
			100.00	06/21/2018	2018-19	MBRSHP = K YOUNG
	FOX RIVER ECOSYSTEM Total		<u>100.00</u>			
3075	RELIABLE EQUIPMENT & SERVICE					
		98007	507.72	06/21/2018	0587808-IN	PUMP 2" TRASH
	RELIABLE EQUIPMENT & SERVICE Total		<u>507.72</u>			
3102	RUSH PARTS CENTERS OF ILLINOIS					
		98112	2,005.88	06/21/2018	3010713516	V#1798 RO#60551
		98058	177.82	06/21/2018	3010714446	V#1860 RO#60546
		98058	208.41	06/21/2018	3010731693	V#1798 RO#60551
		98058	220.00	06/21/2018	3010753776	V#1798 RO#60598
		98186	54.04	06/21/2018	3010787431	INVENTORY ITEMS

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		98186	145.80	06/28/2018	3010805584	INVENTORY ITEMS
	RUSH PARTS CENTERS OF ILLINOIS Total		<u>2,811.95</u>			
3107	DR SUDS LLC					
		97476	85.00	06/21/2018	10134	CAR WASHES - PD
	DR SUDS LLC Total		<u>85.00</u>			
3127	SHI INTERNATIONAL CORP					
		97753	927.09	06/21/2018	B08250315A	CREATIVE CLOUD
		98214	292.00	06/28/2018	B08347409	ADOBE UPGRADE
	SHI INTERNATIONAL CORP Total		<u>1,219.09</u>			
3131	VCNA PRAIRIE INC					
		76	648.00	06/21/2018	888587895	READY MIX
		76	594.00	06/28/2018	888558913	READY MIX
		76	810.00	06/28/2018	888595354	READY MIX
		76	540.00	06/28/2018	888595355	READY MIX
	VCNA PRAIRIE INC Total		<u>2,592.00</u>			
3138	SUBSURFACE SOLUTIONS					
		98283	7,056.15	06/28/2018	12572	MISC SUPPLIES - WATER
	SUBSURFACE SOLUTIONS Total		<u>7,056.15</u>			
3148	CORNERSTONE PARTNERS					
		97682	356.57	06/21/2018	CP14473	MOWING RED GATE RD
		97683	6,863.70	06/28/2018	CP14739	SVC 1ST STREET
	CORNERSTONE PARTNERS Total		<u>7,220.27</u>			
3153	CALL ONE					
			4,098.07	06/28/2018	1214530-1139933-0618	MONTHLY BILLING
	CALL ONE Total		<u>4,098.07</u>			
3184	JIM KEEGAN					
			281.50	06/28/2018	071118	PER DIEM 7-11 THRU 7-12-18
	JIM KEEGAN Total		<u>281.50</u>			
3185	SEMOTUS INC					
		98255	2,980.00	06/28/2018	18-6716233	RENEW ANNUAL SUPPORT
	SEMOTUS INC Total		<u>2,980.00</u>			
3190	CRYE PRECISION LLC					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		97252	1,789.20	06/21/2018	IN00152521	MISC SUPPLIES - PD
	CRYE PRECISION LLC Total		<u>1,789.20</u>			
3209	HOLMGREN ELECTRIC INC					
		98079	844.95	06/21/2018	5387	INSTALL @ ZOLSTRA LIFT
	HOLMGREN ELECTRIC INC Total		<u>844.95</u>			
3259	ASSURANCE AGENCY LTD					
			2,100.00	06/28/2018	116769	NEW DRONE POLICY
	ASSURANCE AGENCY LTD Total		<u>2,100.00</u>			
3263	MCCI LLC					
		98046	2,367.92	06/21/2018	00014128	SOFTWARE LICENSING
	MCCI LLC Total		<u>2,367.92</u>			
3267	COMPASS GROUP USA INC					
		97475	280.85	06/21/2018	052560000111470	COFFEE SUPPLIES - PD
	COMPASS GROUP USA INC Total		<u>280.85</u>			
3282	INFOSOFT GROUP INC					
		98317	7,225.00	06/21/2018	202354	SUBSCRIPTION PACKAGE
	INFOSOFT GROUP INC Total		<u>7,225.00</u>			
3289	VISION SERVICE PLAN OF IL NFP					
			4.75	06/21/2018	52518	M ROSS PREMIUM
			4.76	06/22/2018	VSP 1806181111111PV	Vision Plan Pre-tax
			7.57	06/22/2018	VSP 180622142946CA	Vision Plan Pre-tax
			64.17	06/22/2018	VSP 180622142946CD	Vision Plan Pre-tax
			212.61	06/22/2018	VSP 180622142946FD	Vision Plan Pre-tax
			81.71	06/28/2018	062618	RETIREEES = JULY 2018
			24.66	06/22/2018	VSP 180622142946FN	Vision Plan Pre-tax
			12.43	06/22/2018	VSP 180622142946HR	Vision Plan Pre-tax
			52.63	06/22/2018	VSP 180622142946IS	Vision Plan Pre-tax
			225.40	06/22/2018	VSP 180622142946PD	Vision Plan Pre-tax
			353.96	06/22/2018	VSP 180622142946PV	Vision Plan Pre-tax
			75.89	06/28/2018	062118	VISION PLAN RETIREEES - JUNE
	VISION SERVICE PLAN OF IL NFP Total		<u>1,120.54</u>			
3315	IRON MOUNTAIN INC					
		98396	671.05	06/28/2018	201626309	TAPE STORAGE

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	IRON MOUNTAIN INC Total		<u>671.05</u>			
3316	J&S CONSTRUCTION SEWER & WATER	93085	3,912.82	06/28/2018	3	FINAL PAYOUT
	J&S CONSTRUCTION SEWER & WATER Total		<u>3,912.82</u>			
3336	NETWORKFLEET INC	98421	847.00	06/28/2018	OSV000001-1432527	SVCS MAY 2018
		98458	217.65	06/28/2018	OSV000001437191	SVCS MAY 2018
	NETWORKFLEET INC Total		<u>1,064.65</u>			
3346	STHEALTH BENEFIT SOLUTIONS	97620	35,443.16	06/28/2018	062018	SVCS JULY 2018
	STHEALTH BENEFIT SOLUTIONS Total		<u>35,443.16</u>			
3353	R&M SPECIALTIES LTD	97980	608.00	06/21/2018	67562	POLOS
	R&M SPECIALTIES LTD Total		<u>608.00</u>			
3357	A&L TOOLS INC	98260	34.40	06/28/2018	06071865897	V#5299 RO#60647
		98261	132.00	06/28/2018	06071865897A	V#5299 RO#60648
		98260	23.35	06/28/2018	06071865900	V#5299 RO#60647
	A&L TOOLS INC Total		<u>189.75</u>			
3380	VOIANCE LANGUAGE SERVICES LLC		5.25	06/28/2018	766768	TRANSLATION SVCS
	VOIANCE LANGUAGE SERVICES LLC Total		<u>5.25</u>			
3433	INTERSTATE POWER SYSTEMS INC	98167	1,215.77	06/21/2018	C042026124:01	MISC SUPPLIES - FLEET
			-512.40	06/21/2018	C042026535:01	CREDIT INV# C042026124:01
	INTERSTATE POWER SYSTEMS INC Total		<u>703.37</u>			
3561	ADVANCED ELEVATOR COMPANY	97564	500.00	06/21/2018	43366	ELEVATOR MAINT
		97564	1,460.00	06/21/2018	43407	PRESSURE TESTS
		97564	1,460.00	06/21/2018	43407	PRESSURE TESTS
		97564	-1,460.00	06/21/2018	43407	PRESSURE TESTS
		97564	-1,460.00	06/21/2018	43407	PRESSURE TESTS
		98390	1,460.00	06/21/2018	43407REV	PRESSURE TESTING

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	ADVANCED ELEVATOR COMPANY Total		<u>1,960.00</u>			
3563	OMAR SOLANO	97616	160.00	06/21/2018	18027	MOWING SVCS 5-11 & 5-25-18
	OMAR SOLANO Total		<u>160.00</u>			
3576	CAROLE MURPHY		191.59	06/21/2018	061818	PETTY CASH
	CAROLE MURPHY Total		<u>191.59</u>			
3597	GEOSTAR MECHANICAL INC	98200	250.50	06/21/2018	15111	SVC @ BRINE HOUSE
		98200	247.50	06/21/2018	15112	SVC @ IRRIGATION VALVE
		98200	148.50	06/21/2018	15113	SVC @ JAIL CELL
		97978	3,050.00	06/21/2018	15114	RPZ TESTING
	GEOSTAR MECHANICAL INC Total		<u>3,696.50</u>			
3616	SHERWIN INDUSTRIES INC	98076	315.00	06/21/2018	SS075224	WHITE TRAFFIC PAINT
	SHERWIN INDUSTRIES INC Total		<u>315.00</u>			
3623	SARAH ELBERT	98234	300.00	06/28/2018	155	JUNE NEWSLETTER
	SARAH ELBERT Total		<u>300.00</u>			
3655	C. Maxfield Van De Mark		80.00	06/21/2018	061418	CDL MEDICAL CARD
	C. Maxfield Van De Mark Total		<u>80.00</u>			
3684	RESPECT TECHNOLOGY INC	97923	3,160.00	06/28/2018	11700	MONTHLY SUPPORT
		97923	510.00	06/28/2018	11770	SVCS 5-14-18
	RESPECT TECHNOLOGY INC Total		<u>3,670.00</u>			
3699	FRANCE PUBLICATIONS INC	97393	850.00	06/21/2018	HW93062	HEARTLAND REAL ESTATE - AI
	FRANCE PUBLICATIONS INC Total		<u>850.00</u>			
3730	ICE MILLER LLP		334.50	06/21/2018	1519592	SVCS THRU 5-15-18

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	ICE MILLER LLP Total		<u>334.50</u>			
3763	DIRECT PATH LLC	97612	836.25	06/28/2018	AT39912	SVCS JULY 2018
	DIRECT PATH LLC Total		<u>836.25</u>			
3786	EMPLOYEE BENEFITS CORPORATION	97613	352.80	06/21/2018	2221719	ADMIN FEE 6-1-18
	EMPLOYEE BENEFITS CORPORATION Total		<u>352.80</u>			
3787	VIKING BROS INC	75	1,556.18	06/28/2018	INV_2018-329	LIMESTONE
	VIKING BROS INC Total		<u>1,556.18</u>			
3790	RED MOUNTAIN INC	98265	91.29	06/28/2018	20665	12 ROLLS PAPER/RIBBONS
	RED MOUNTAIN INC Total		<u>91.29</u>			
3796	CARBYNE VENTURES INC	97413	1,990.00	06/28/2018	18-200	FORENSIC EVAL
	CARBYNE VENTURES INC Total		<u>1,990.00</u>			
3799	LRS HOLDINGS LLC	97558	10,702.02	06/21/2018	PS212046	STREET SWEEP MAY 21 2018
		97401	250.00	06/28/2018	PS213210	SPEC EVENT 5-14-18
	LRS HOLDINGS LLC Total		<u>10,952.02</u>			
3805	EMPLOYEE BENEFITS CORP - ACH		20,928.21	06/29/2018	C98632-201806	FLEX SPENDING CLAIMS
	EMPLOYEE BENEFITS CORP - ACH Total		<u>20,928.21</u>			
3858	IHC CONSTRUCTION COMPANIES LLC	94360	1,114,480.08	06/21/2018	7	2017 PHOSPHORUS/DIGESTER
	IHC CONSTRUCTION COMPANIES LLC Total		<u>1,114,480.08</u>			
3882	CORE & MAIN LP	98043	1,596.00	06/21/2018	I912198	INVENTORY ITEMS
		98135	150.00	06/21/2018	I946556	INVENTORY ITEMS
		98140	310.00	06/21/2018	I950126	INVENTORY ITEMS
	CORE & MAIN LP Total		<u>2,056.00</u>			

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3886	VIA CARLITA LLC					
		98057	383.58	06/21/2018	5621	V#1931 RO#60607
		98057	1,089.48	06/21/2018	5649	V#1744 RO#60616
		98057	203.16	06/21/2018	5663	V#1931 RO#60607
		98057	59.18	06/21/2018	5705	V#1931 RO#60607
		98057	26.99	06/21/2018	5706	V#1931 RO#60607
		98057	4.50	06/21/2018	5725	V#1931 RO#60607
		98057	23.88	06/28/2018	5821	V#1832 RO#60635
		98057	450.50	06/28/2018	5873	V#1931 RO#60642
	VIA CARLITA LLC Total		<u>2,241.27</u>			
3894	BURNS & MCDONNELL ENGINEERING					
		93382	2,508.00	06/21/2018	103492-5	RATE STUDY THRU 4-30-18
	BURNS & MCDONNELL ENGINEERING Total		<u>2,508.00</u>			
3904	KLF ENTERPRISES					
		94024	60,000.00	06/21/2018	31779	DEMO FERN,INDIANA, 7TH AVE
		94024	60,000.00	06/21/2018	31779	DEMO FERN,INDIANA, 7TH AVE
		94024	-60,000.00	06/21/2018	31779	DEMO FERN,INDIANA, 7TH AVE
		94024	-60,000.00	06/21/2018	31779	DEMO FERN,INDIANA, 7TH AVE
		94024	76,145.00	06/21/2018	31779REV	DEMO @ VARIOUS LOCATIONS
	KLF ENTERPRISES Total		<u>76,145.00</u>			
3906	CARTERSON PUBLIC SAFETY GROUP					
			75.00	06/28/2018	1252	TRAINING 11-17-2017
	CARTERSON PUBLIC SAFETY GROUP Total		<u>75.00</u>			
3914	LILIA MONTOYA					
		98196	136.92	06/21/2018	4565	V#1869 RO#60618
	LILIA MONTOYA Total		<u>136.92</u>			
3916	BRETT M MUSCAT					
		93861	21,762.50	06/21/2018	06012018-1	250 HYDRANTS - COAT
		93861	8,705.00	06/21/2018	06012018-1-A	100 HYDRANTS - COAT
	BRETT M MUSCAT Total		<u>30,467.50</u>			
3968	TRANSAMERICA CORPORATION					
			4,233.07	06/22/2018	RHFP180622142946PI	Retiree Healthcare Funding Pla
	TRANSAMERICA CORPORATION Total		<u>4,233.07</u>			
3973	HSA BANK					

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			642.29	06/22/2018	HSAF180622142946FI	Health Savings Plan - Family
			151.92	06/22/2018	HSAF180622142946HF	Health Savings Plan - Family
			230.77	06/22/2018	HSAF180622142946IS	Health Savings Plan - Family
			685.00	06/22/2018	HSAF180622142946PI	Health Savings Plan - Family
			285.00	06/22/2018	HSAF180622142946PV	Health Savings Plan - Family
			38.46	06/22/2018	HSAS180622142946C/	Health Savings - Self Only
			57.69	06/22/2018	HSAS180622142946CI	Health Savings - Self Only
			250.00	06/22/2018	HSAS180622142946FI	Health Savings - Self Only
			143.75	06/22/2018	HSAS180622142946FI	Health Savings - Self Only
			132.69	06/22/2018	HSAS180622142946HI	Health Savings - Self Only
			588.40	06/22/2018	HSAS180622142946PI	Health Savings - Self Only
	HSA BANK Total		3,205.97			
3988	Joseph Gaske					
			15.00	06/21/2018	062518	PER DIEM 6-25-18
	Joseph Gaske Total		15.00			
4019	VECTOR STOMP INC					
		97514	10,418.00	06/21/2018	IN-003170	PEST CONTROL - VARIOUS LOC
		97515	850.00	06/21/2018	IN-003170A	PEST CONTROL = PD
	VECTOR STOMP INC Total		11,268.00			
4035	H & H ELECTRIC CO					
		98113	869.70	06/28/2018	30928	SVC @ 18 ILLINOIS ST
	H & H ELECTRIC CO Total		869.70			
4049	RONALD C BRANDENBURG					
		98318	250.00	06/28/2018	060618	DEFENSIVE DRIVING CLASS
	RONALD C BRANDENBURG Total		250.00			
9990008	SHERYL & ANTHONY EMRALINO					
			162.19	06/21/2018	10226-9-3	DUPLICATE PAYMENT - UB
	SHERYL & ANTHONY EMRALINO Total		162.19			
9990008	CAROLYN WAIBEL					
			81.00	06/28/2018	061818	REIMB FLOWERS = B GACIC
	CAROLYN WAIBEL Total		81.00			

<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>2,464,528.06</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: IB

Title: Recommendation to approve a new City Code Ordinance “Section 13.24 – Small Wireless Facilities” - Related to Illinois Public Act 100-585 – 5G Small Cell Antenna Deployment and Modification of Section 13.22 – Construction of Utility Facilities in the Rights-of-Way

Presenter: Tom Bruhl

Meeting: City Council

Date: July 16, 2018

Proposed Cost: \$NA

Budgeted Amount: \$NA

Not Budgeted:

Executive Summary (if not budgeted please explain):

Earlier this year, the Illinois Legislature passed, and the Governor signed, Public Act 100-585. The act intends to streamline the process for wireless carriers to deploy 5G throughout the state by setting a common set of rules for the installation of antennas in the public right-of-way. Public Works and Community Development contracted with Klein, Thorpe, and Jenkins, LTD to review existing City Code and make recommendations for changes so that our ordinances were both compliant with the Public Act, and provide the City with allowed regulation of permitting and placement of the antennas in the public rights-of-way.

Within Title 13 “Public Utilities”, section “13.24 – Small Wireless Facilities”, is recommended as a new City Code Ordinance section.

Additionally, a small modification to section 13.22 – Construction of Utility Facilities in the Rights-of-Way is being recommended to standardize the spacing requirements for ground mounted equipment.

Michael Marrs from Klein, Thorpe, and Jenkins, LTD will make a short presentation on the law and the need for the proposed changes, and will briefly explain the recommended ordinance provisions.

Attachments (please list):

Ordinance with new 13.24 – Small Wireless Facilities and new 13.22.015 – Ground- Mounted Equipment Spacing Requirements

Recommendation/Suggested Action (briefly explain):

Approve proposed Ordinance with Revisions to Title 13 – Public Utilities incorporating new section “13.24 – Small Wireless Facilities” and new subsection 13.22.015 – Ground-Mounted Equipment Spacing Requirements

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF ST.
CHARLES RELATIVE TO THE PERMITTING, REGULATION AND DEPLOYMENT OF
SMALL WIRELESS FACILITIES**

ORDINANCE NO. _____

WHEREAS, the City of St. Charles (“City”) is a municipal corporation duly organized and existing under the laws of the State of Illinois; and

WHEREAS, the public rights-of-way within City limits are used to provide essential public services to City residents and businesses. The public rights-of-way within the City are a limited public resource held by the City for the benefit of its citizens and the City has a custodial duty to ensure that the public rights-of-way are used, repaired and maintained in a manner that best serves the public interest; and

WHEREAS, growing demand for personal wireless telecommunications services has resulted in increasing requests nationwide and locally from the wireless industry to place small cell antenna facilities, distributed antenna systems, and other small wireless telecommunication facilities on utility and street light poles and other structures both within the public rights-of-way and in other locations; and

WHEREAS, the City is authorized under the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, and Illinois law to adopt ordinances pertaining to the public health, safety and welfare; and

WHEREAS, the City is further authorized to adopt the amendments contained herein pursuant to its authority to regulate the public right-of-way under Article 11, Division 80 of the Illinois Municipal Code (65 ILCS 5/11-80-1 *et seq.*); and

WHEREAS, the City is authorized, under existing State and federal law, to enact appropriate regulations and restrictions relative to small cell antenna facilities, distributed antenna systems, and other small personal wireless telecommunication facility installations both within the public rights-of-way and in other locations within the jurisdiction of the City; and

WHEREAS, Public Act 100-585, known as the Small Wireless Facilities Deployment Act, approved by the Governor on April 12, 2018, with an effective date of June 1, 2018, acts to impose certain additional requirements on municipalities, including the City, regarding the permitting, construction, deployment, regulation, operation, maintenance, repair and removal of certain defined small wireless facilities both within public rights-of-way and in other locations within the jurisdiction of the City; and

WHEREAS, the City is uniquely situated compared to many municipalities in that it operates its own electric utility and maintains its own electric utility poles. Such

operation and maintenance requires special consideration by the City and wireless providers relative to the placement of small wireless facilities on City-owned and maintained electric utility poles; and

WHEREAS, in conformance with the requirements of the Small Wireless Facilities Deployment Act, and in anticipation of a continued increased demand for placement of small wireless facilities of the type regulated by the Small Wireless Facilities Deployment Act both within the public rights-of-way and in other locations within the jurisdiction of the City, the Mayor and City Council finds that it is in the best interests of the public health, safety and general welfare of the City to adopt the code amendments below in order to establish generally applicable standards consistent with the Small Wireless Facilities Deployment Act (Public Act 100-585) for the design, permitting, location, construction, deployment, regulation, operation, maintenance, repair and removal of such small wireless facilities both within the public rights-of-way and in certain other locations within the jurisdiction of the City so as to, among other things: (i) prevent interference with the facilities and operations of the City's electric and other City utilities, and of other utilities lawfully located in public rights-of-way or in other locations within the City; (ii) preserve the character of the neighborhoods in which such small wireless facilities are installed; (iii) minimize any adverse visual impact of small wireless facilities and prevent visual blight in the neighborhoods in which such facilities are installed; (iv) ensure the continued safe use and enjoyment of private properties adjacent to small wireless facilities; (v) provide appropriate aesthetic protections to designated areas and historic landmarks or districts within the City; and (vi) ensure that the placement of small wireless facilities does not negatively impact public safety and the City's public safety technology.

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

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

SECTION 2: Title 13 (Public Utilities) of the Municipal Code of the City of St. Charles is amended by adding a new Chapter 13.24 (Small Wireless Facilities), to read in its entirety as follows:

13.24 – Small Wireless Facilities

- 13.24.001 – Purpose**
- 13.24.002 – Interaction with other code provisions and laws**
- 13.24.003 – Definitions**
- 13.24.004 – Zoning**
- 13.24.005 – Permits; application process**
- 13.24.006 – Construction**
- 13.24.007 – Permit duration**
- 13.24.008 – Height limitations**

- 13.24.009 – General requirements**
- 13.24.010 – Stealth, concealment and design standards**
- 13.24.011 – Reservation of city utility pole space**
- 13.24.012 – Applicability of existing agreements**
- 13.24.013 – Collocation on city owned infrastructure**
- 13.24.014 – Notice of sale or transfer**
- 13.24.015 – Abandonment**
- 13.24.016 – Dispute resolution**
- 13.24.017 – Indemnification**
- 13.24.018 – Insurance**
- 13.24.019 – Maintenance of small wireless facilities**
- 13.24.020 – Revocation of permit**
- 13.24.021 – Exceptions to applicability**

13.24.001 - Purpose

Consistent with the requirements of the Small Wireless Facilities Deployment Act (Public Act 100-585), and in anticipation of a continued increased demand for placement of small wireless facilities of the type regulated by the Act both within the public rights-of-way and in other locations within the jurisdiction of the City, the City Council has found it to be in the best interests of the public health, safety and general welfare of the City to adopt the code amendments set forth in this chapter in order to establish generally applicable standards for the design, permitting, location, construction, deployment, regulation, operation, maintenance, repair and removal of such small wireless facilities both within the public rights-of-way and in other locations within the jurisdiction of the City so as to, among other things:

- A. Prevent interference with the facilities and operations of the City's electric and other City utilities, and of other utilities lawfully located both within public rights-of-way and in other locations within the jurisdiction of the City;
- B. Preserve the character of the neighborhoods in which such small wireless facilities are installed;
- C. Minimize any adverse visual impact of small wireless facilities and prevent visual blight in the neighborhoods in which such facilities are installed;
- D. Ensure the continued safe use and enjoyment of private properties adjacent to small wireless facilities;
- E. Provide appropriate aesthetic protections to any designated historic landmarks or districts within the City; and
- F. Ensure that the placement of small wireless facilities does not negatively impact public safety and the City's public safety technology.

13.24.002 - Interaction with other code provisions and laws

A. Other Code Provisions. The provisions of this chapter are intended to supplement general requirements and standards relative to the siting of telecommunication facilities and generally applicable requirements for construction within public rights-of-way set forth elsewhere within this code, including but not limited to the regulations set forth in chapter 13.22 (Construction of Utility Facilities in the Rights-of-Way) and chapter 13.08 (Electricity). In the event of a conflict, however, the provisions of this chapter shall control in all matters involving small wireless facilities, as defined below.

B. State and Federal Laws. In the event that applicable federal or State laws or regulations conflict with the requirements of this chapter, a wireless provider shall comply with the requirements of this chapter to the maximum extent possible without violating such federal or State laws or regulations.

13.24.003 - Definitions

As used in this chapter, the following terms shall have the following meanings:

“Act” means the Small Wireless Facilities Deployment Act (Public Act 100-585).

"Antenna" means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

"Applicable codes" means uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes, including the National Electric Safety Code.

"Applicant" means any person who submits an application and is a wireless provider.

"Application" means a request submitted by an applicant to the City for a permit to collocate small wireless facilities, and a request that includes the installation of a new utility pole for such collocation, as well as any applicable fee for the review of such application.

"Authority" means the City or other unit of local government that has jurisdiction and control for use of public rights-of-way as provided by the Illinois Highway Code for placements within public rights-of-way or has zoning or land use control for placements not within public rights-of-way.

“City” means the City of St. Charles, DuPage and Kane Counties, Illinois.

"City utility pole" means a utility pole owned or operated by the City in public rights-of-way.

"Collocate" or "collocation" means to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole, whether existing or new.

"Communications service" means cable service, as defined in 47 U.S.C. 522(6), as amended; information service, as defined in 47 U.S.C. 153(24), as amended; telecommunications service, as defined in 47 U.S.C. 153(53), as amended; mobile service, as defined in 47 U.S.C. 153(33), as amended; or wireless service other than mobile service.

"Communications service provider" means a cable operator, as defined in 47 U.S.C. 522(5), as amended; a provider of information service, as defined in 47 U.S.C. 153(24), as amended; a telecommunications carrier, as defined in 47 U.S.C.153(51), as amended; or a wireless provider.

"FCC" means the Federal Communications Commission of the United States.

"Fee" means a one-time charge.

"Historic district" or "historic landmark" means a building, property, or site, or group of buildings, properties, or sites that are either (i) listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the National Register, in accordance with Section VI.D.1.a.i through Section VI.D.1.a.v of the Nationwide Programmatic Agreement codified at 47 CFR Part 1, Appendix C; or (ii) designated as a locally landmarked building, property, site, or historic district by an ordinance adopted by the City pursuant to a preservation program that meets the requirements of the Certified Local Government Program of the Illinois State Historic Preservation Office or where such certification of the preservation program by the Illinois State Historic Preservation Office is pending.

"Law" means a federal or State statute, common law, code, rule, regulation, order, or local ordinance or resolution.

"Micro wireless facility" means a small wireless facility that is not larger in dimension than twenty-four (24) inches in length, fifteen (15) inches in width, and twelve (12) inches in height and that has an exterior antenna, if any, no longer than eleven (11) inches.

"Permit" means a written authorization required by the City or other permitting authority to perform an action or initiate, continue, or complete a project.

"Person" means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including an authority.

"Public safety agency" means the functional division of the federal government, the State, a unit of local government, or a special purpose district located in whole or in part within this State, that provides or has authority to provide firefighting, police, ambulance, medical, or other emergency services to respond to and manage emergency incidents.

"Public Utility" shall have the same meaning as set forth in Section 3-105 of the Public Utilities Act, 220 ILCS 5/3-105.

"Rate" means a recurring charge.

"Right-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, or utility easement dedicated for compatible use. "Right-of-way" does not include authority-owned aerial lines.

"Small wireless facility" means a wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than six (6) cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than six (6) cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than twenty-five (25) cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

"Structural Engineer" means a person licensed under the laws of the State of Illinois to practice structural engineering.

"Utility pole" means a pole or similar structure that is used in whole or in part by a communications service provider or for electric distribution, lighting, traffic control, or a similar function.

"Wireless facility" means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. "Wireless facility" includes small wireless facilities. "Wireless facility" does not include: (i) the structure or improvements on, under, or within which the equipment is collocated; or (ii) wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

"Wireless infrastructure provider" means any person authorized to provide telecommunications service in the State that builds or installs wireless communication

transmission equipment, wireless facilities, wireless support structures, or utility poles and that is not a wireless services provider but is acting as an agent or a contractor for a wireless services provider for the application submitted to the City.

"Wireless provider" means a wireless infrastructure provider and/or a wireless services provider. This does not include, and expressly excludes, any person who is providing service to or for a private niche market.

"Wireless services" means any services provided to the general public, including a particular class of customers, and made available on a nondiscriminatory basis using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided using wireless facilities.

"Wireless services provider" means a person who provides wireless services.

"Wireless support structure" means a freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or other existing or proposed structure designed to support or capable of supporting wireless facilities. "Wireless support structure" does not include a utility pole.

13.24.004 – Zoning

Small wireless facilities shall be classified as permitted uses and shall not be subject to zoning review, if collocated in rights-of-way in any zoning district, or outside rights-of-way in the following zoning districts:

BL Local Business District;

BC Community Business District;

BR Regional Business District;

O-R Office/Research District;

M-1 Special Manufacturing District; and

M-2 Limited Manufacturing District.

In all other zoning districts, the City's normal zoning approvals, processes and restrictions shall apply, if zoning approval, processes or restrictions are required by the City's zoning ordinance.

13.24.005 - Permits; Application Process

Unless otherwise specifically exempted in this chapter, a permit to collocate a small wireless facility within the City is required in all cases. Permits are subject to the following:

A. Permit Applications: Permit applications for the collocation of small wireless facilities shall be made on a form provided by the City for such purpose. In addition to any generally applicable information required of other communications service providers or for other installations in the public right-of-way, applicants must, when requesting to collocate small wireless facilities on a utility pole or wireless support structure, provide the following information:

1. Site specific structural integrity and, for a City utility pole, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;

2. The location where each proposed small wireless facility or utility pole would be installed and digital photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. The photographs shall include a digital photo simulation of the proposed location providing “before and after” views demonstrating the true visual impact of the proposed small wireless facilities on the surrounding environment;

3. Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;

4. The equipment type and model numbers for the antennas and all other equipment associated with the small wireless facility;

5. A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved;

6. Certification that, to the best of the applicant’s knowledge, the collocation complies with the written design standards established by the City, and with the various other requirements set forth in this chapter and code;

7. Copies of all licenses, permits and approvals required by or from the City (i.e. zoning approval, where required), other agencies and units of government with jurisdiction over the design, construction, location and operation of said small wireless facility. The applicant shall maintain such licenses, permits and approvals in full force and effect and provide evidence of renewal or extension thereof when granted; and

8. In the event the small wireless facility is proposed to be attached to an existing utility pole or wireless support structure owned by an entity other than the City,

legally competent evidence of the consent of the owner of such pole or wireless support structure to the proposed collocation.

B. Means of Submission: Permit applications, along with all supporting information, for the collocation of small wireless facilities shall be submitted by personal delivery or by other means approved by the City.

C. Multiple Applications for Same Location: Multiple applications for collocation on the same utility pole or wireless support structure shall be processed based on a first fully complete application, first-served basis.

D. Permit Application Fees: All applications for collocation of small wireless facilities shall be accompanied by a nonrefundable application fee in the following amounts:

Request to collocate a small wireless facility that includes the installation of a new utility pole	\$1,000.00
Request to collocate a single small wireless facility on an existing utility pole or wireless support structure	\$650.00
Request to collocate multiple small wireless facilities on existing utility poles or wireless support structures addressed in a single application	\$350.00 per small wireless facility

E. Permit review timelines:

1. Completeness of Application: Requests for the collocation of small wireless facilities shall be reviewed for conformance with the requirements of the Act, this chapter, and other applicable provisions of this code. Within thirty (30) days after receiving an application, the City must determine whether the application is complete and notify the applicant. If an application is incomplete, the City must specifically identify the missing information. Processing deadlines are tolled from the time the City sends a notice of incompleteness to the time the applicant provides the missing information.

An application shall be deemed complete if the City fails to provide notification to the applicant within thirty (30) days of the date when all documents, information, and fees specifically enumerated in the City's permit application form are submitted by the applicant to the City.

2. Existing Pole or Wireless Support Structure: Requests for the collocation of small wireless facilities on an existing utility pole or wireless support structure shall be processed on a nondiscriminatory basis and either approved or denied within ninety (90) days of submission of a completed application. A permit application shall be deemed approved if the City fails to approve or deny the application within ninety (90) days, subject to the following: if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the City in writing of its intention to invoke the deemed approved remedy no sooner than seventy-five (75) days after the submission of a completed application. The permit shall be deemed approved on the later of the ninetieth (90th) day after submission of the completed application, or the tenth (10th) day after receipt of the deemed approved notice by the City. Receipt of a deemed approved notice by the City shall not preclude the City from denying the permit within the allowed time limit.

3. New Utility Pole: Requests for the collocation of small wireless facilities that include the installation of a new utility pole shall be processed on a nondiscriminatory basis and either approved or denied within one hundred and twenty (120) days of submission of a completed application. A permit application shall be deemed approved if the City fails to approve or deny the application within one hundred twenty (120) days, subject to the following: if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the City in writing of its intention to invoke the deemed approved remedy no sooner than one hundred five (105) days after the submission of a completed application. The permit shall be deemed approved on the later of the one hundred twentieth (120th) day after submission of the completed application, or the tenth (10th) day after receipt of the deemed approved notice by the City. Receipt of a deemed approved notice by the City shall not preclude the City from denying the permit within the allowed time limit.

F. Tolling: The time limitations for approval or denial of applications shall be tolled by notice to an applicant that its application is incomplete as set forth above, upon mutual agreement of the parties, or by a local, State or federal disaster declaration or similar emergency that causes a delay.

G. Pole Replacement: Permit approval shall be conditioned on the replacement of a utility pole or wireless support structure at the applicant's sole cost where such replacement is deemed necessary for compliance with the requirements of this chapter or code relative to the siting of small wireless facilities, or other applicable codes and regulations that concern public safety.

H. Denial: The City shall deny an application that does not meet the requirements of this chapter. The reasons for any denial of a permit shall be provided in a written notice

of denial sent to the applicant, and shall include the specific code provisions or application conditions on which the denial is based.

I. Resubmittal After Denial: In the case of a permit denial, an applicant may cure the deficiencies identified in the notice of denial and resubmit a revised application once within thirty (30) days after the notice of denial is sent without payment of an additional application fee. The City shall have thirty (30) days to approve or deny the resubmitted application or it is deemed approved, if the applicant has notified the City of its intention to proceed with the permitted activity on a deemed approved basis, which notification may be submitted with the resubmitted application. Review of a resubmitted application is limited to the deficiencies cited in the original notice of denial. This subsection does not apply if a revised application is not resubmitted within thirty (30) days, or curing any deficiencies in the original application requires review of a new location, new or different structure for collocation, new antennas, or other wireless equipment associated with the small wireless facility. In such cases, a new application and application fee are required.

J. Consolidated Applications: Consolidated applications for small wireless facilities for the collocation of up to twenty-five (25) small wireless facilities shall be allowed if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure. Each consolidated application shall provide all the information required by this chapter for each small wireless facility at each location. If such an application includes incomplete information for one or more small wireless facility collocations, or includes requests for small wireless facilities that do not qualify for consolidated treatment, or that are otherwise denied, the City may remove such collocation requests from the application and treat them as separate requests. Separate permits may be issued for each collocation approved in a consolidated application.

K. Alternate Locations: If an applicant is seeking to install a new utility pole as part of its application, the City may propose that the small wireless facility be located on an existing utility pole or existing wireless support structure within one hundred (100) feet of the proposed collocation. The applicant shall accept the proposed alternate location so long as it has the right to use the location on reasonable terms and conditions, unless the alternate location imposes technical limits or additional material costs as determined by the applicant. If the applicant refuses an alternate location based on the foregoing, the applicant shall provide legally competent evidence in the form of a written certification, under oath, describing the property rights, technical limits or material cost reasons that prevent the alternate location from being utilized.

L. Exemptions: No application, permit approval or fee shall be required from a communications service provider authorized to occupy the right-of-way when the work in question is for:

1. Routine maintenance not requiring replacement of wireless facilities if the wireless provider notifies the City in writing at least forty-eight hours prior to the planned maintenance;

2. The replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if the wireless provider notifies the City in writing at least ten (10) days prior to the planned replacement and includes equipment specifications, including (i) equipment type and model numbers, for the replacement of equipment consistent with the equipment specifications information required on a permit application for original installation; and (ii) information sufficient to establish that the replacement is substantially similar. The wireless provider shall provide all information necessary and requested by the City to establish that the replacement is substantially similar. The City has the sole right and responsibility to determine if a proposed small wireless facility is substantially similar to the existing small wireless facility; or

3. The installation, placement, maintenance, operation or replacement of micro wireless facilities that are suspended on cables that are strung between existing utility poles in compliance with applicable safety codes.

The foregoing shall not exempt communications service providers from City permitting requirements where traffic patterns are affected or lane closures are required.

13.24.006 – Construction

Collocations for which permits are approved shall be completed within one hundred eighty (180) days of issuance of the permit, unless the City agrees to extend the period or a delay is caused by make-ready work for a City utility pole or by the lack of commercial power or backhaul availability at the site, provided the applicant has made a timely request within sixty (60) days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed three hundred sixty (360) days after issuance of the permit. Permits that are not completed within applicable timelines shall be void absent an extension granted in writing by the City.

13.24.007 - Permit Duration

Permits issued for small wireless facilities pursuant to this chapter shall be valid for a period of five (5) years. Permits are subject to renewal at the end of the five (5) year permit period for a successive five (5) year term so long as the installation complies with the applicable code provisions in force at the time of renewal. A finding by the City at the time of a request for renewal that an installation does not comply with the applicable code provisions in force at the time of the renewal request shall be in writing. If the Act is repealed or found unconstitutional by a court of competent jurisdiction, all permits granted by the City under this chapter shall terminate at the end of their current term.

13.24.008 - Height Limitations

A. Antenna Installations: The maximum permitted height of a small wireless facility is ten (10) feet above the utility pole or wireless support structure on which the small wireless facility is collocated.

B. New Poles: The maximum permitted height of new or replacement utility pole or wireless support structure on which a small wireless facility is collocated is the higher of:

1. Ten (10) feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on the date the application is submitted, and that is located within three hundred (300) feet of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the City. The City may designate which intersecting right-of-way within three hundred (300) feet of the proposed utility pole or wireless support structures shall control the height limitation for such facility; or

2. Forty-five (45) feet above ground level.

C. Waiver Process:

A Wireless provider may receive a waiver from the Director of Public Works from the maximum permitted height of a new pole set forth in this section, if the wireless provider can establish that:

1. Because of a particular unusual condition, a particular hardship or practical difficulty to the wireless provider would result, as distinguished from a mere inconvenience, and such hardship or difficulty has not been created by the wireless provider; and

2. Existing utility poles or wireless support structures, or a new utility pole at the maximum permitted height for a new pole allowed by this section cannot accommodate the wireless facility at a height necessary to function effectively, under reasonable terms and conditions; and

3. The use of existing utility poles or other wireless support structures, or a new utility pole at the maximum permitted height for a new pole allowed by this section, is not technically feasible.

13.24.009 - General Requirements

A. Public Safety Technology: A wireless provider's operation of a small wireless facility may not interfere with the frequencies used by a public safety agency for public safety communications. A wireless provider must install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment. Unacceptable interference is determined by and

measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licenses by a public safety agency. If a small wireless facility causes such interference, and the wireless provider has been given written notice of the interference by the public safety agency, the wireless provider, at its own expense, shall take all reasonable steps necessary to correct and eliminate the interference, including, but not limited to, powering down the small wireless facility and later powering up the small wireless facility for intermittent testing, if necessary. The City may terminate a permit for a small wireless facility based on such interference if the wireless provider is not making a good faith effort to remedy the problem in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC, including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675. The burden to establish the good faith effort shall be on the wireless provider, which shall timely deliver to the City all information necessary to demonstrate its efforts to resolve the interference consistent with the Code of Federal Regulations sections cited above. Failure to remedy the interference as required herein shall constitute a public nuisance and the small wireless facility may be abated through the procedures for abatement of such nuisances set forth in this code.

B. A wireless provider shall not construct or maintain any small wireless facility that:

1. Obstructs, impedes or hinders the usual travel or public safety on a right-of-way;
2. Obstructs the legal use of right-of-way by utility users;
3. Violates nondiscriminatory applicable codes;
4. Violates or conflicts with chapter 13.22 (Construction of Utility Facilities in the Rights-of-way) or other applicable regulations set forth in this code or otherwise adopted by the City, except to the extent such chapters, sections or regulations may be modified by the provisions of this chapter; or
5. Violates the federal Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 *et seq.*)

C. Contractual Requirements: Wireless providers shall comply with all requirements imposed by a contract between the City and any private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.

D. Ground-Mounted Equipment: Wireless providers shall comply with the ground mounted equipment spacing requirements within rights-of-way as set forth in chapter 13.22 (Construction of Utility Facilities in the Rights-of-Way) of this code, including subsection 13.22.015.I. E. Undergrounding:

1. The wireless provider shall comply with City code provisions or regulations concerning undergrounding requirements, if any, that prohibit the installation of new or the modification of existing utility poles or equipment in the right-of-way.

2. A Wireless Provider may receive a waiver from the Director of Public Works to allow small wireless facilities to be located above ground in an area where City ordinances or regulations prohibit or restrict above ground facilities if the wireless provider can establish that:

a. Underground equipment is not technically feasible and there is no reasonable alternative or location that is more aesthetically favorable to adjacent property owners and to effective use and management of the right-of-way; and

b. An above ground small wireless facility at the proposed location is necessary at the proposed location to provide coverage in a specified area; and

c. An above ground small wireless facility at the proposed location will not disrupt traffic or pedestrian circulation or constitute a safety hazard; and

d. An above ground small wireless facility at the proposed location will not interfere with public safety uses or frequencies; and

e. Space exists within the public right-of-way to accommodate the above ground small wireless facility at the proposed location; and

f. An above ground small wireless facility at the proposed location will not create a safety hazard; and

g. The above ground small wireless facility is located and designed in such a way so as to minimize its visual impact on adjacent properties; and

h. In any historical area, that the above ground small wireless facility will not detrimentally affect the historical nature of the area.

3. Screening for Ground Mounted Facilities. Where a ground-mounted facility is allowed, such equipment shall be screened around the perimeter in accordance with a landscape plan sealed by a professional landscape engineer. Plant materials shall include a mixture of deciduous and coniferous planting materials. The owner or wireless provider shall be responsible for maintenance of all landscaping as provided in the approved landscape plan.

4. Future Undergrounding: The City may, from time to time, make a decision to eliminate above-ground utility poles of a particular type generally, such as electric utility poles, in all or a significant portion of the City. In the event that such a utility pole has a

collocated small wireless facility in place at the time of such a decision, the City shall either:

a. Continue to maintain the utility pole, or install and maintain a reasonable utility pole or wireless support structure for the collocation of the small wireless facility; or

b. Offer to sell the utility pole to the wireless provider at a reasonable cost, or allow the wireless provider to install its own utility pole so it can maintain service from that location.

F. Collocation Limits: Wireless providers shall not collocate small wireless facilities on City utility poles that are part of an electric distribution or transmission system within the communication worker safety zone of the pole or the electric supply zone of the pole.

However, the antenna and support equipment of the small wireless facility may be located in the communications space on the City utility pole and on the top of the pole, if not otherwise unavailable, if the wireless provider complies with applicable codes for work involving the top of the pole.

For purposes of this subsection, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.

G. Code Compliance: Wireless providers shall comply with applicable codes and local code provisions or regulations that concern public safety.

13.24.010 - Stealth, Concealment and Design Standards

Every small wireless facility installation shall comply with the following standards:

A. General Stealth, Concealment and Design Standards: Installations shall comply with any stealth, concealment, design and aesthetic standards applicable to utility installations in the public right-of-way, as set forth in chapter 13.22 (Construction of Utility Facilities in the Rights-of-Way) of this code, as well as any written design standards that are generally applicable for decorative utility poles, or reasonable stealth, concealment, design and aesthetic requirements that are otherwise identified by the City in an ordinance, written policy adopted by the City Council, in the City's comprehensive plan, or in a written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark or in a historic district.

B. Historic Districts and Landmarks: For areas designated as historic districts, or on buildings or structures designated as historic landmarks pursuant to chapter 17.32

(Historic Preservation) of this code, in addition to the stealth, concealment and design requirements referenced above, the following additional restrictions/conditions apply to the installation of small wireless facilities:

1. Small wireless facilities and wireless support structures shall be comprised of materials that are consistent with the surrounding elements so as to blend architecturally with any buildings or structures designated as historic landmarks or located within a designated historic district, and shall be designed to blend with the surrounding historical landmarks and/or district in design and color.

2. No ground-mounted equipment enclosures shall be permitted within a designated historic district except as approved by the City as stealth installations.

3. Small wireless facilities shall be mounted on high mast poles within designated historic district, if available, as opposed to on City-owned ornamental street lights.

4. Small wireless facilities shall not be mounted upon City-owned ornamental street lights except in cases where the equipment enclosure is concealed within the base of the ornamental street light, and the antenna and its related shroud is incorporated in a seamless enclosure on the top of the ornamental street light, pursuant to applicable City design standards and as approved by the Director of Public Works.

C. Historic District or Landmark Limitations:

1. Any stealth, concealment and design standards in a historic district or on a historic landmark, including restrictions on a specific category of utility poles, may not have the effect of prohibiting any provider's technology. Such stealth, concealment and design measures shall not be considered a part of the small wireless facility for purposes of the size restrictions of a small wireless facility.

2. This subsection shall not be construed to limit the City's enforcement of historic preservation in conformance with the requirements adopted pursuant to the Illinois State Agency Historic Resources Preservation Act or the National Historic Preservation Act of 1966, 54 U.S.C. Section 300101 *et seq.*, and the regulations adopted to implement those laws.

13.24.011 - Reservation of City Utility Pole Space

The City may reserve space on City-owned utility poles for future public safety uses or for City electric utility uses. Such reservation may preclude collocation of small wireless facilities if the City reasonably determines that the City's utility pole cannot accommodate both uses.

13.24.012 - Applicability of Existing Agreements

A. Existing Installations: Subject to any applicable termination provisions, where an existing agreement is in place between the City and a wireless provider relating to the collocation of small wireless facilities on City utility poles on June 1, 2018, such agreement may, in the discretion of the City, remain in effect for all small wireless facilities collocated on the City's utility poles pursuant to applications submitted prior to June 1, 2018.

B. Applications Received Between June 1, 2018 and June 1, 2020: Subject to any applicable termination provisions, where an existing agreement is in place between the City and a wireless provider relating to the collocation of small wireless facilities on City utility poles on June 1, 2018, such agreement may, in the discretion of the City, remain in effect for all small wireless facilities collocated on the City's utility poles pursuant to applications submitted after June 1, 2018, but prior to June 1, 2020, until June 1, 2020 or receipt by the City from the wireless provider of a notice that it is opting to accept the rates, fees and terms of this chapter and the Act received after June 1, 2020, whichever is later.

C. Applications Received After June 1, 2020: Subject to any applicable termination provisions, where an existing agreement is in place between the City and a wireless provider relating to the collocation of small wireless facilities on City utility poles on June 1, 2018, such agreement shall remain in effect for all small wireless facilities collocated on the City's utility poles pursuant to applications submitted after June 1, 2020, until receipt by the City of a notice from the wireless provider that it is accepting the rates, fees, terms and conditions of this chapter.

13.24.013 - Collocation on City Owned Infrastructure

A. Fee: The annual fee to collocate a small wireless facility on a City-owned utility pole located in a right-of-way shall be the higher of:

1. \$200/year per small wireless facility; or
2. The actual, direct, and reasonable costs related to the wireless providers use of space on the pole.

B. Exception: Small wireless facilities collocated on City-owned utility poles located outside of public right-of-way are not subject to the rate limitations in this section.

C. Attachment Agreement: An attachment agreement in a form approved by the City is required for any collocation upon any City owned utility pole or wireless support structure.

13.24.014 - Notice of Sale or Transfer

A wireless provider shall, prior to any sale or transfer of ownership or control of a small wireless facility located within the jurisdiction of the City, provide written notice to the City of such sale or transfer of control. Such notice shall include the name and contact information of the new wireless provider. Small wireless facilities shall be relabeled within six (6) months of sale or transfer with updated ownership and contact information.

13.24.015 - Abandonment

A. A small wireless facility that is not operated for a continuous period of twelve (12) months shall be considered abandoned and the owner of the facility shall remove the small wireless facility within ninety (90) days after receipt of written notice from the City notifying it of the abandonment. The notice shall be sent by certified or registered mail, return receipt requested, by the City to the owner at its last known address. If the small wireless facility is not removed within ninety (90) days after receipt of such notice, such wireless facility shall be deemed to be a nuisance and the City may remove or cause the removal of such facility, and recover or place a lien for its costs, pursuant to the terms of its pole attachment or other agreement for City utility poles or through the procedures for abatement of nuisances set forth in this code.

B. In the event the City suspects that the wireless provider is no longer using the small wireless facilities to provide wireless service, it may send the wireless provider written notice that requires the wireless provider to remove the small wireless facility or provide proof that the small wireless facility is operational and still being used within thirty (30) days, and informs the wireless provider that failure to provide proof or to remove the small wireless facility will result in the City removing the small wireless facility at the wireless provider's cost.

13.24.016 - Dispute Resolution

The Circuit Court of Kane County shall have exclusive jurisdiction to resolve all disputes arising under the Act. Pending resolution of a dispute concerning rates for collocation of small wireless facilities on City utility poles within the right-of-way, the City shall allow the collocating person to collocate on its poles at annual rates of no more than \$200 per year per pole, with rates to be determined upon final resolution of the dispute.

13.24.017 – Indemnification

Other than for liabilities and losses due to or caused by the sole negligence of the City or its employees or agents, a wireless provider shall indemnify and hold the City harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of the City infrastructure or improvements, or right-of-way associated with such infrastructure or improvements by the wireless provider or its employees, agents, or contractors arising out of the rights and

privileges granted under this chapter and the Act. A wireless provider proceeding under this chapter waives any claims it may have against the City with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

13.24.018 – Insurance

At all times during the period in which a wireless provider's facilities are located on City infrastructure, improvements or in right-of-way, the wireless provider shall, at its own sole cost and expense, carry the following insurance coverages with limits in conformance with the City's standard insurance requirements for all contractors:

- A. Property insurance for its property's replacement cost against all risks;
- B. Workers' Compensation insurance within statutory limits as required by law; and
- C. Commercial general liability insurance with respect to its activities on the City infrastructure, improvements or rights-of-way, including coverage for bodily injury and property damage.

The wireless provider shall include the City as an additional insured on the commercial general liability policy and shall provide certificates of insurance and proof of inclusion of the City in a commercial general liability policy to the City prior to the collocation of any small wireless facility, and shall keep updated certificates and proof of inclusion on file with the City at all times that the provider maintains small wireless facilities within the City.

- D. A wireless provider may self-insure all or a portion of the insurance coverage and limits required by the City. A wireless provider that self-insures is not required, to the extent of the self-insurance, to comply with the requirement that the City be named an additional insured. A wireless provider that self-insures shall provide to the City evidence sufficient to demonstrate its financial ability to self-insure the insurance limits required by the City.

13.24.019 - Maintenance of Small Wireless Facilities

- A. A wireless provider shall maintain all small wireless facilities installed within the City in a condition that maintains the safety, integrity and aesthetics of such facilities. Small wireless facilities shall not appear to be unkempt. In the event of a failure to properly maintain such facilities, the City shall notify the wireless provider, in writing, who shall have thirty (30) days to correct the identified maintenance violation. If not corrected within such period, the City reserves the right to take such action as it deems necessary, including revocation of the permit. Maintenance and replacement of small wireless facilities shall be performed by the wireless provider at the wireless provider's sole cost and expense.

B. In the event of an emergency involving an imminent threat to life or property, the City may take corrective action to eliminate such emergency at the wireless provider's expense.

13.24.020 - Revocation of Permit

A. A permit to collocate a small wireless facility may be revoked for one or more of the following reasons:

1. The wireless provider obtained approval by means of fraud or made a misrepresentation of a material fact with respect to the permit application, or any required documentation or submittal.

2. The wireless provider failed to construct the small wireless facility in accordance with the approved plans.

3. The wireless provider failed to comply within any material condition of a permit issued.

4. The wireless provider substantially expanded or altered the use or the structure of the small wireless facility beyond what was requested in the permit application or approved, without the approval of the City.

5. The wireless provider failed to notify the City of the replacement of small wireless facilities as required by this chapter.

6. A substantial change of law has occurred affecting the wireless provider's authority to occupy or use the property upon which the small wireless facility is located.

7. The small wireless facility interferes with vehicular or pedestrian use of the public right of way.

8. The wireless provider has failed to make a safe and timely restoration of the right-of-way or the property upon which the small wireless facility is located.

9. The wireless provider has failed to properly maintain the small wireless facility as required by this chapter.

10. The wireless provider has failed to abate interference with public safety communications in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.

11. The small wireless facility has been abandoned and the wireless provider has failed to remove the small wireless facility as provided in this chapter.

B. Written notification of the permit revocation shall be sent by certified mail or shall be personally delivered to the wireless provider setting forth the basis for the revocation. The wireless provider shall, within fourteen days of the notice of revocation, file a written response with the Director of Public Works setting forth the reasons why the permit should not be revoked along with such evidence in opposition to the revocation as the wireless provider determines necessary. Failure to file a response with the Director of Public Works shall be deemed an admission of the facts set forth in the notification of written notification and shall result in automatic revocation of the permit. The Director of Public Works shall render findings and a decision within twenty-one days of the date of receipt of the wireless provider's response, if any.

C. If the Director of Public Works revokes the permit, the wireless provider may file a written notice of appeal with the City Clerk within twenty-one (21) days of notification of the permit revocation. Such notice shall contain a response to the decision of the Director of Public Works. The City Council shall hear the revocation appeal and render a decision on such appeal.

13.24.021 - Exceptions to Applicability

Nothing in this chapter authorizes the collocation of small wireless facilities on:

A. Property owned by a private party without the written consent of the property owner;

B. Property owned or controlled by a unit of local government that is not located within rights-of-way (local governments are, however, required to authorize the collocation of small wireless facilities on utility poles owned or controlled by the local government or located within rights-of-way to the same extent the local government permits access to utility poles for other commercial projects or uses);

C. A privately-owned utility pole or wireless support structure, without the consent of the property owner;

D. Property owned, leased or controlled by a park district, forest preserve district, or conservation district for public park, recreation or conservation purposes, without the consent of the affected district, excluding the placement of facilities on rights-of-way located in an affected district that are under the jurisdiction and control of a different unit of local government as provided by the Illinois Highway Code (605 ILCS 5/1-101 *et seq.*);

E. Property owned by a rail carrier registered under Section 18c-7201 of the Illinois Vehicle Code (625 ILCS 5/18c-7201), Metra Commuter Rail or any other public commuter rail service, or an electric utility as defined in Section 16-102 of the Public Utilities Act (220 ILCS 5/16-102), without the consent of the rail carrier, public commuter rail service, or electric utility;

F. Facilities of an electric or gas public utility or such utility's wireless facilities if the facilities are being used, developed and maintained consistent with the provisions of subsection (i) of Section 16-108.5 of the Public Utilities Act; or

G. Small wireless facilities owned by the City.

SECTION 3: Section 13.22.015 (Location of Facilities) of Title 13 (Public Utilities), Chapter 13.22 (Construction of Utility Facilities in the Rights-of-way) of the Municipal Code of the City of St. Charles is amended by adding a new subsection (I) (Ground-Mounted Equipment Spacing Requirements), to read in its entirety as follows:

I. Ground-Mounted Equipment Spacing Requirements. Ground-mounted equipment, where necessary, shall be sited in locations approved by the Director of Public Works, in a manner that will most effectively minimize public impact, optimize safety, and incorporate aesthetic concerns.

SECTION 4: All ordinances or parts of ordinances in conflict with this Ordinance are hereby expressly repealed.

SECTION 5: Except as to the Code amendments set forth above in this Ordinance, all Chapters and Sections of the City Code, as amended, shall remain in full force and effect.

SECTION 6: Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 7: This Ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED this _____ day of _____, 2018, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2018, and attested to by the City Clerk this same day.

MAYOR

ATTEST:

CITY CLERK

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
COUNTY OF KANE)

CLERK'S CERTIFICATE

I, Charles Amenta, Clerk of the City of St. Charles, in the Counties of DuPage and Kane and State of Illinois, do hereby certify that the attached and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF ST. CHARLES RELATIVE TO THE PERMITTING, REGULATION AND DEPLOYMENT OF SMALL WIRELESS FACILITIES

which Ordinance was passed by the City Council of the City of St. Charles at a Regular City Council Meeting on the ___ day of _____, 2018, at which meeting a quorum was present, and approved by the Mayor of the City of St. Charles on the ___ day of _____, 2018.

I further certify that the vote on the question of the passage of said Ordinance by the City Council of the City of St. Charles was taken by Ayes and Nays and recorded in the minutes of the City Council of the City of St. Charles, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of St. Charles, this ___ day of _____, 2018.

City Clerk

[SEAL]



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: IC

Title:

Recommendation to approve the Bids for Bid Package #2 for the Police Station Project with Riley Construction in the amount of \$5,399,616.

Presenter:

Peter Suhr, Jim Keegan, Riley Construction

Meeting: City Council

Date: July 16, 2018

Proposed Cost: \$5,399,616

Budgeted Amount: \$5,399,616

Not Budgeted:

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

As previously discussed, the Police Station Project will be bid and constructed in three separate phases:

- ~~1. Bid Package #1 – Demolition & Abatement~~
- 2. Bid Package #2 – Building Structure & Shell**
3. Bid Package #3 – Building Finish & Interior Work

Remaining ahead of schedule, Riley Construction prepared Bid Package #2 and solicited bids for the building structure and shell of the new Police Station including earthwork & excavation, precast concrete, structural steel, roofing, glass & glazing, elevator, site utilities and cast-in-place concrete. Precast concrete bids were opened on Friday, June 22, 2018 and approved by the City Council on July 2, 2018. The remaining Bid Package #2 bids were opened on June 29, 2018 and are ready for City Council approval.

Please find attached Riley Constructions review of all bids and their recommendation for approval of Bid Package #2.

Also for your information, please find below a list of anticipated project milestones that will require the Committee’s formal or informal approval:

- ~~● Schematic Design Approval February 2018~~
- ~~● Bid Package #1 Bid Award April 2018 Note: Demo & Abatement Work~~
- ~~● Design Development Approval May 2018~~
- **Bid Package #2 Bid Award July 2018 Note: Structure & Shell Work**
- Bid Package #3 Bid Award October 2018 Note: Building Finish & Interior Work
- Construction Change Orders (In Excess of \$25K) TBD (as needed)

Attachments *(please list):*

*Riley Construction Recommendation Letter *Riley Construction Bid Tabulation.

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve the Bids for Bid Package #2 for the Police Station Project with Riley Construction in the amount of \$5,399,616.



CONSTRUCTION

July 16, 2018

Mr. Peter Suhr
Director of Public Works
CITY OF ST. CHARLES
Two East Main Street
St. Charles, IL 60174

RE: Riley Construction Company, Inc. Contractor Recommendations
Bid for BP #2.0330 – Cast-in-Place Concrete
Bid for BP #2.0510 – Structural Steel & Misc. Metals
Bid for BP #2.0750 – Roofing
Bid for BP #2.0880 – Glass & Glazing
Bid for BP #2.1420 – Elevators
Bid for BP #2.3200 – Earthwork & Excavation
Bid for BP #2.3300 – Site Utilities
Bid for BP #2.3310 – Underground Storage Tank Removal

Mr. Suhr:

On behalf of Riley Construction Company, Inc., we are recommending the following awards for the Police Station Project:

Contract	Contractor	Recommended Amount
2.0330 – Cast-in-Place Concrete	Eagle Concrete	\$809,900
2.0510 – Structural Steel & Misc. Metals	McKinney Steel	\$881,600
2.0750 – Roofing	Metal Masters	\$406,437
2.0880 – Glass & Glazing	Illinois Contract Glazing	\$566,483
2.1420 – Elevators	Schindler Elevators	\$107,000
2.3200 – Earthwork & Excavation	S&K Excavating and Trucking Inc	\$613,000
2.3300 – Site Utilities	Stark and Sons Trenching Inc	\$1,344,825
2.3310 – Underground Storage Tank Removal	RW Collins	\$85,000
	Subtotal of Base Bids	\$4,814,245

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CONSTRUCTION

On behalf of Riley Construction Company, Inc., we are recommending the following alternates be accepted by the City of St. Charles for the Police Station Project:

Alternate Description	Recommended	Recommended Amount
ADD: Additional Six (6) Rows of Underground Detention: Value = \$431,100	Yes	\$431,100
ADD: Maintenance Bay at Sally Port: Value = \$63,923	Yes	\$63,923
ADD: Thin brick veneer at all precast wall panels: Value = \$157,120	No	
ADD: Colored concrete mix at all precast wall panels: Value = \$113,000	No	
DEDUCT: Asphaltic coatings at precast wall panel connections: Value = (\$2,000)	No	
DEDUCT: Ballasted EPDM roof in lieu of adhered EPDM roof: Value = (\$70,000)	No	
ADD: PVC roof in lieu of adhered EPDM Roof: Value = \$71,348	Yes	\$71,348
ADD: Precast stairs in lieu of metal pan stairs: Value = \$19,000	Yes	\$19,000
ADD: Water main along 14 th street: Value = \$140,005	Maybe	
	Subtotal of Recommended Alternates	\$585,371

Total Recommended Value Bid Package #2 (Including Recommended Alternates)

\$5,399,616

Please refer to the attached bid tabulations for a detailed breakdown of the bids received.

Sincerely,

RILEY CONSTRUCTION COMPANY, INC.

Christopher M. Siefert, LEED AP
Vice President of Strategic Projects

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AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 6.b

Title:

Recommendation to Award the Bids for Bid Package #2 for the Police Station Project

Presenter:

Peter Suhr, Jim Keegan, Riley Construction

Meeting: City Council

Date: July 16, 2018

Proposed Cost: \$5,399,616

Budgeted Amount: \$5,399,616

Not Budgeted:

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

As previously discussed, the Police Station Project will be bid and constructed in three separate phases:

1. ~~Bid Package #1 – Demolition & Abatement~~
2. **Bid Package #2 – Building Structure & Shell**
3. Bid Package #3 – Building Finish & Interior Work

Remaining ahead of schedule, Riley Construction prepared Bid Package #2 and solicited bids for the building structure and shell of the new Police Station including earthwork & excavation, precast concrete, structural steel, roofing, glass & glazing, elevator, site utilities and cast-in-place concrete. Precast concrete bids were opened on Friday, June 22, 2018 and approved by the City Council on July 2, 2018. The remaining Bid Package #2 bids were opened on June 29, 2018 and are ready for City Council approval.

Please find attached Riley Constructions review of all bids and their recommendation for approval of Bid Package #2.

Also for your information, please find below a list of anticipated project milestones that will require the Committee’s formal or informal approval:

- ~~Schematic Design Approval~~ ~~February 2018~~
- ~~Bid Package #1 Bid Award~~ ~~April 2018~~ ~~Note: Demo & Abatement Work~~
- ~~Design Development Approval~~ ~~May 2018~~
- **Bid Package #2 Bid Award** **July 2018** **Note: Structure & Shell Work**
- Bid Package #3 Bid Award October 2018 Note: Building Finish & Interior Work
- Construction Change Orders (In Excess of \$25K) TBD (as needed)

Attachments (*please list*):

*Riley Construction Recommendation Letter *Riley Construction Bid Tabulation.

Recommendation/Suggested Action (*briefly explain*):

Recommendation to approve the Bids for Bid Package #2 for the Police Station Project with Riley Construction in the amount of \$5,399,616.



July 16, 2018

Mr. Peter Suhr
Director of Public Works
CITY OF ST. CHARLES
Two East Main Street
St. Charles, IL 60174

RE: Riley Construction Company, Inc. Contractor Recommendations
Bid for BP #2.0330 – Cast-in-Place Concrete
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Bid for BP #2.3300 – Site Utilities
Bid for BP #2.3310 – Underground Storage Tank Removal

Mr. Suhr:

On behalf of Riley Construction Company, Inc., we are recommending the following awards for the Police Station Project:

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On behalf of Riley Construction Company, Inc., we are recommending the following alternates be accepted by the City of St. Charles for the Police Station Project:

Alternate Description	Recommended	Recommended Amount
ADD: Additional Six (6) Rows of Underground Detention: Value = \$431,100	Yes	\$431,100
ADD: Maintenance Bay at Sally Port: Value = \$63,923	Yes	\$63,923
ADD: Thin brick veneer at all precast wall panels: Value = \$157,120	No	
ADD: Colored concrete mix at all precast wall panels: Value = \$113,000	No	
DEDUCT: Asphaltic coatings at precast wall panel connections: Value = (\$2,000)	No	
DEDUCT: Ballasted EPDM roof in lieu of adhered EPDM roof: Value = (\$70,000)	No	
ADD: PVC roof in lieu of adhered EPDM Roof: Value = \$71,348	Yes	\$71,348
ADD: Precast stairs in lieu of metal pan stairs: Value = \$19,000	Yes	\$19,000
ADD: Water main along 14 th street: Value = \$140,005	Maybe	
	Subtotal of Recommended Alternates	\$585,371

Total Recommended Value Bid Package #2 (Including Recommended Alternates)

\$5,399,616

Please refer to the attached bid tabulations for a detailed breakdown of the bids received.

Sincerely,

RILEY CONSTRUCTION COMPANY, INC.

Christopher M. Siefert, LEED AP
Vice President of Strategic Projects

CHICAGO

926 North Shore Drive
Lake Bluff, IL 60044

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Project: St. Charles Police Station
Location: 1515 W. Main Street St. Charles IL 60174
Owner: City of St. Charles
Architect: FGM Architects
Budget Value: \$ 925,784
Pre-Award Date: July 9, 2018
Attendees:

Bid Package #: 2.0330
Description: Cast-In-Place Concrete
Bid Due Date: June 29, 2018
Bid Due Time: 2pm

	Eagle Concrete	M/M Peters Construction	Manusos G.C.	Riley Construction	Schaefgas Brothers	Builders Concrete	Construct Connect	Daker Corporation	Elliott Construction	Lindblad Construction	Lorusso Cement Contractors
SCOPE DESCRIPTION	CONTRACTOR										
Base Bid	\$ 809,900	\$ 898,903	\$ 938,000	\$ 891,780	\$ 954,000	\$ 815,470	NO BID	NO BID	NO BID	NO BID	NO BID
Subtotal	\$ 809,900	\$ 898,903	\$ 938,000	\$ 891,780	\$ 954,000	\$ 815,470					
SCPD/RCCI Appv'd (Y/N)	N	Y	Y	Y	N	Y					
Prequalification Form (Y/N)	N	Y	Y	Y	N	Y					
Ackn. Schedule (Y/N)	Y	Y	Y	Y	Y	Y					
Addenda (#, Y/N)	1-3	1-3	1-3	1-3	1-3	1-3					
Labor Rates (Y/N)	Y	Y	Y	Y	Y	Y					
Unit Prices (Y/N)	Y	Y	Y	Y	Y	Y					
Bid Bond (Y/N)	Y	Y	Y	Y	Y	Y					
P&P Bond (Y/N) (Alternate)	Y	Y	Y	Y	Y	Y					
Union (Y/N)	Y	Y	Y	Y	Y	Y					
Pre-Bid Meeting (Y/N)	N	N	N	Y	N	N					
Site Walk-Thru (Y/N)	Y	N	N	N	N	Y					
Post-Bid Interview (Y/N)	Y	N	N	N	N	Y					
Notes/Comments	See scope review					See scope review					
ALT #1 - ADD - Underground Detention	N/A	N/A	N/A	N/A	N/A	N/A					
Alternate No. 2: ADD - Maintenance Garage and Storage.	\$ 11,000.00	\$ 22,000.00	\$ 13,500.00	\$ 17,225.00	\$ 38,000.00	\$ 13,822.00					
Alternate No. 3: ADD - Precast Concrete Panel Finish - Thin Brick.	N/A	N/A	N/A	N/A	N/A	N/A					
Alternate No. 4: ADD - Precast Concrete Panel Finish - Integral Color.	N/A	N/A	N/A	N/A	N/A	N/A					
Alternate No. 5: DEDUCT - Precast Panel Connections Asphaltic Coating.	N/A	N/A	N/A	N/A	N/A	N/A					
Alt 6 - DEDUCT - For Ballasted Roofing System	N/A	N/A	N/A	N/A	N/A	N/A					
ALT 7 - ADD - PVC Roof	N/A	N/A	N/A	N/A	N/A	N/A					
Alternate No. 8: ADD/DEDUCT - Precast Stair.	\$ (5,000.00)	\$ (15,000.00)	\$ (7,500.00)	\$ (6,350.00)	\$ (3,035.00)	\$ (9,000.00)					
ALT 9 - ADD - P&P Bond	\$ 11,300.00	\$ 11,090.00	\$ 13,500.00	\$ 8,423.00	\$ 9,000.00	\$ 8,000.00					
ALT 10 - ADD - 14th St Water Main	N/A	N/A	N/A	N/A	N/A	N/A					

Recommended Value: \$ 809,900.00

Recommended Award: Eagle Concrete

Variance from Budget: \$ (115,884)



Project: St. Charles Police Station
Location: 1515 W. Main Street St. Charles IL 60174
Owner: City of St. Charles
Architect: FGM Architects
Budget Value: \$ 902,941
Pre-Award Date: July 6, 2018
Attendees:

Bid Package #: 055000
Description: Metal Fabrication
Bid Due Date: June 29, 2018
Bid Due Time: 2PM

	McKinney Steel and Sales Inc.	Midwestern Steel	Waukegan Steel LLC	T.A. Bowman	Byus Steel	L&M Welding	SG Krauss & Co	Romero Steel	
SCOPE DESCRIPTION					CONTRACTOR				
Base Bid	\$ 881,600	\$ 1,000,035	\$ 939,000	\$ 1,167,000	NO BID	NO BID	NO BID	NO BID	
Subtotal	\$ 881,600	\$ 1,000,035	\$ 939,000	\$ 1,167,000					
SCPD/RCCI Appv'd (Y/N)	N	N	N	N					
Prequalification Form (Y/N)	N	N	N	N					
Ackn. Schedule (Y/N)	Y	Y	Y	Y					
Addenda (#, Y/N)	1-3	1-3	1-3	1-3					
Labor Rates (Y/N)	Y	Y	Y	Y					
Unit Prices (Y/N)	Y	Y	Y	Y					
Bid Bond (Y/N)	Y	Y	Y	Y					
P&P Bond (Y/N) (Alternate)	Y	N	Y	N					
Union (Y/N)	Y	N	Y	N					
Pre-Bid Meeting (Y/N)	N	N	N	N					
Site Walk-Thru (Y/N)	N	N/A	N/A	N/A					
Post-Bid Interview (Y/N)	Y	N	N	N					
Notes/Comments	See scope review	See scope review							
ALT #1 - ADD - Underground Detention	N/A	N/A	N/A	N/A					
Alternate No. 2: ADD - Maintenance Garage and Storage.	\$ 7,000.00	\$ 8,400.00	\$ 7,685.00	\$ 4,500.00					
Alternate No. 3: ADD - Precast Concrete Panel Finish - Thin Brick.	N/A	N/A	N/A	N/A					
Alternate No. 4: ADD - Precast Concrete Panel Finish - Integral Color.	N/A	N/A	N/A	N/A					
Alternate No. 5: DEDUCT - Precast Panel Connections Asphaltic Coating.	N/A	N/A	N/A	N/A					
Alt 6 - DEDUCT - For Ballasted Roofing System	N/A	N/A	N/A	N/A					
ALT 7 - ADD - PVC Roof	N/A	N/A	N/A	N/A					
Alternate No. 8: ADD/DEDUCT - Precast Stair.	(27,000.00)	No Bid	\$ (44,000.00)	No Bid					
ALT 9 - ADD - P&P Bond	12,702.00	No Bid	\$ 10,329.00	No Bid					
ALT 10 - ADD - 14th St Water Main	N/A	N/A	N/A	N/A					

Recommended Value: \$ 881,600.00

**McKinney Steel
Recommended Award: and Sales Inc.**

Variance from Budget: \$ (21,341)



Project: St. Charles Police Station
Location: 1515 W. Main Street St. Chales IL 60174
Owner: City of St. Chales
Architect: FGM Architects
Budget Value: \$ 564,301
Pre-Award Date: July 6, 2018
Attendees:

Bid Package #: 074000
Description: Roofing and Siding
Bid Due Date: June 29, 2018
Bid Due Time: 2pm

	All American Exterior	Waukegan Roofing	Seal Tight	Malcor	Metalmasters Roofmaster, Inc.	Olsson roofing	R.E. Burke Roofing	Weathergaurd Roofing	
SCOPE DESCRIPTION	CONTRACTOR								
Base Bid	\$ 486,000	\$ 468,000	\$ 582,178	\$ 593,000	\$ 406,437	\$ 538,400	NO BID	NO BID	
Subtotal	\$ 486,000	\$ 468,000	\$ 582,178	\$ 593,000	\$ 406,437	\$ 538,400			
SCPD/RCCI Appv'd (Y/N)	Y	N	Y	Y	Y	N			
Prequalification Form (Y/N)	Y	N	Y	Y	Y	N			
Ackn. Schedule (Y/N)	Y	Y	Y	Y	Y	Y			
Addenda (#, Y/N)	1-3	1-3	1-3	1-3	1-3	1-3			
Labor Rates (Y/N)	Y	Y	Y	Y	Y	Y			
Unit Prices (Y/N)	Y	Y	Y	Y	Y	Y			
Bid Bond (Y/N)	Y	Y	N	Y	Y	Y			
P&P Bond (Y/N) (Alternate)	N	N	N	N	Y	Y			
Union (Y/N)	Y	Y	Y	N	Y	Y			
Pre-Bid Meeting (Y/N)	N	N	N	N	Y	N			
Site Walk-Thru (Y/N)	N	N	N	N	Y	N			
Post-Bid Interview (Y/N)	Y	Y	N	N	Y	N			
Notes/Comments	See scope review	See scope review			See scope review				
ALT #1 - ADD - Underground Detention	N/A	N/A	N/A	N/A	N/A	N/A			
Alternate No. 2: ADD - Maintenance Garage and Storage.	No Bid	No Bid	No Bid	\$ 18,500.00	\$ 9,923.00	No Bid			
Alternate No. 3: ADD - Precast Concrete Panel Finish - Thin Brick.	N/A	N/A	N/A	N/A	N/A	N/A			
Alternate No. 4: ADD - Precast Concrete Panel Finish - Integral Color.	N/A	N/A	N/A	N/A	N/A	N/A			
Alternate No. 5: DEDUCT - Precast Panel Connections Asphaltic Coating.	N/A	N/A	N/A	N/A	N/A	N/A			
Alt 6 - DEDUCT - For Ballasted Roofing System	(58,000.00)	(33,000.00)	(84,215.00)	\$ (57,000.00)	\$ (70,000.00)	\$ (102,230.00)			
ALT 7 - ADD - PVC Roof	204,000.00	44,000.00	26,140.00	\$ 53,000.00	\$ 71,348.00	\$ 25,000.00			
Alternate No. 8: ADD - Precast Stair.	N/A	N/A	N/A	N/A	N/A	N/A			
ALT 9 - ADD - P&P Bond	No Bid	No Bid	No Bid	No Bid	7,242.00	8,076.00			
ALT 10 - ADD - 14th St Water Main	N/A	N/A	N/A	N/A	N/A	N/A			

Recommended Value: \$ 406,437.00

Metalmasters Roofmaster, Recommended Award: Inc.

Variance from Budget: \$ (157,864)



Project: St. Charles Police Station
Location: 1515 W. Main Street St. Chales IL 60174
Owner: City of St. Chales
Architect: FGM Architects
Budget Value: \$ 638,287
Pre-Award Date: July 10, 2018
Attendees:

Bid Package #: 088000
Description: Glazing
Bid Due Date: June 29, 2018
Bid Due Time: 2pm

	McHenry Glass	Illinois Contract Glazing	3F Corp.	Gateway Glazing	Glass Solutions	Active Glass	C.A.D. Contract Glazing	
SCOPE DESCRIPTION	CONTRACTOR							
Base Bid	\$ 671,500	\$ 566,483	\$ 822,500	\$ 678,750	NO BID	NO BID	NO BID	
Subtotal	\$ 671,500	\$ 566,483	\$ 822,500	\$ 678,750				
SCPD/RCCI Appv'd (Y/N)	N	Y	N	N				
Prequalification Form (Y/N)	N	Y	N	N				
Ackn. Schedule (Y/N)	Y	Y	Y	Y				
Addenda (#, Y/N)	1-3	1-3	1-2	1-3				
Labor Rates (Y/N)	Y	Y	Y	Y				
Unit Prices (Y/N)	Y	Y	Y	Y				
Bid Bond (Y/N)	Y	Y	Y	Y				
P&P Bond (Y/N) (Alternate)	Y	N	N	N				
Union (Y/N)	Y	Y	Y	Y				
Pre-Bid Meeting (Y/N)	N	N	N	N				
Site Walk-Thru (Y/N)	N	N	N	N				
Post-Bid Interview (Y/N)	N	Y	N	N				
Notes/Comments		See scope review						
ALT #1 - ADD - Underground Detention	N/A	N/A	N/A	N/A				
Alternate No. 2: ADD - Maintenance Garage and Storage.	N/A	N/A	N/A	N/A				
Alternate No. 3: ADD - Precast Concrete Panel Finish - Thin Brick.	N/A	N/A	N/A	N/A				
Alternate No. 4: ADD - Precast Concrete Panel Finish - Integral Color.	N/A	N/A	N/A	N/A				
Alternate No. 5: DEDUCT - Precast Panel Connections Asphaltic Coating.	N/A	N/A	N/A	N/A				
Alt 6 - DEDUCT - For Ballasted Roofing System	N/A	N/A	N/A	N/A				
ALT 7 - ADD - PVC Roof	N/A	N/A	N/A	N/A				
Alternate No. 8: ADD - Precast Stair.	N/A	N/A	N/A	N/A				
ALT 9 - ADD - P&P Bond	\$ 10,500.00	No Bid	No Bid	No Bid				
ALT 10 - ADD - 14th St Water Main	N/A	N/A	N/A	N/A				

Recommended Value: \$ 566,483.00

Illinois Contract
Recommended Award: Glazing

Variance from Budget: \$ (71,804)



Project: St. Charles Police Station
Location: 1515 W. Main Street St. Charles IL 60174
Owner: City of St. Charles
Architect: FGM Architects
Budget Value: \$ 93,000
Pre-Award Date: TBD
Attendees:

Bid Package #: 142000
Description: Elevators
Bid Due Date: June 29, 2018
Bid Due Time: 2pm

	Otis Elevator	Thyssen Krupp Elevator	Schindler Group	Kone				
SCOPE DESCRIPTION	CONTRACTOR							
Base Bid	\$ 149,800	\$ 124,500	\$ 107,000	NO BID				
Subtotal	\$ 149,800	\$ 124,500	\$ 107,000	\$ -				
SCPD/RCCI App'd (Y/N)	Y	Y	Y	Y				
Prequalification Form (Y/N)	N	N	N	N				
Ackn. Schedule (Y/N)	Y	Y	Y	Y				
Addenda (#, Y/N)	1-3	1-3	1-3	1-3				
Labor Rates (Y/N)	Y	Y	Y	N				
Unit Prices (Y/N)	Y	Y	Y	N				
Bid Bond (Y/N)	Y	Y	Y	N				
P&P Bond (Y/N) (Alternate)	Y	Y	Y	N				
Union (Y/N)	Y	Y	Y	Y				
Pre-Bid Meeting (Y/N)	N	N	N	N				
Site Walk-Thru (Y/N)	N	N	N	N				
Post-Bid Interview (Y/N)	N	N	N	N				
Notes/Comments								
ALT #1 - ADD - Underground Detention	N/A	N/A	N/A	N/A				
Alternate No. 2: ADD - Maintenance Garage and Storage.	N/A	N/A	N/A	N/A				
Alternate No. 3: ADD - Precast Concrete Panel Finish - Thin Brick.	N/A	N/A	N/A	N/A				
Alternate No. 4: ADD - Precast Concrete Panel Finish - Integral Color.	N/A	N/A	N/A	N/A				
Alternate No. 5: DEDUCT - Precast Panel Connections Asphaltic Coating.	N/A	N/A	N/A	N/A				
Alt 6 - DEDUCT - For Ballasted Roofing System	N/A	N/A	N/A	N/A				
ALT 7 - ADD - PVC Roof	N/A	N/A	N/A	N/A				
Alternate No. 8: ADD - Precast Stair.	N/A	N/A	N/A	N/A				
ALT 9 - ADD - P&P Bond	750.00	1,245.00	No Bid	No Bid				
ALT 10 - ADD - 14th St Water Main	N/A	N/A	N/A	N/A				

Recommended Value: \$ 107,000.00
Recommended Award: Schindler Group
Variance from Budget: \$ 14,000



Project: St. Charles Police Station
Location: 1515 W. Main Street St. Chales IL 60174
Owner: City of St. Chales
Architect: FGM Architects
Budget Value: \$ 744,233
Pre-Award Date: July 10, 2018
Attendees:

Bid Package #: 312316
Description: Excavation
Bid Due Date: June 29, 2018
Bid Due Time: 2pm

	Berger Excavation	Curran Contracting	S&K Excavating and Trucking Inc	John Keno & Compnay	Kane County Excavation	Fox Excavation	Jim Burke Excavation	Merryman Excavation	Monarch Construction	P&M Sewer & Water	DLZ Industrial	Everest Excavation	
SCOPE DESCRIPTION	CONTRACTOR												
Base Bid	\$ 683,000	\$ 727,000	\$ 613,000	\$ 959,600	\$ 823,674	\$ 911,911	\$ 1,820,000	NO BID	NO BID	NO BID	NO BID	NO BID	
Subtotal	\$ 683,000	\$ 727,000	\$ 613,000	\$ 959,600	\$ 823,674	\$ 911,911	\$ 1,820,000						
SCPD/RCCI Appv'd (Y/N)	Y	N	N	Y	Y	Y	Y						
Prequalification Form (Y/N)	Y	N	N	Y	Y	Y	Y						
Ackn. Schedule (Y/N)	Y	Y	Y	Y	Y	Y	Y						
Addenda (#, Y/N)	1-3	1-2	1-3	1-3	1-3	1-3	1-3						
Labor Rates (Y/N)	Y	Y	Y	Y	Y	Y	Y						
Unit Prices (Y/N)	Y	Y	Y	Y	Y	Y	Y						
Bid Bond (Y/N)	Y	Y	Y	Y	Y	Y	Y	N					
P&P Bond (Y/N) (Alternate)	Y	N	Y	Y	Y	Y	Y	N					
Union (Y/N)	Y	Y	Y	Y	Y	Y	Y						
Pre-Bid Meeting (Y/N)	Y	N	N	N	N	Y	Y						
Site Walk-Thru (Y/N)	Y	N	N	N	N	Y	Y						
Post-Bid Interview (Y/N)	Y	N	N	N	N	N	N						
Notes/Comments	See scope review		See scope review										
ALT #1 - ADD - Underground Detention	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
Alternate No. 2: ADD - Maintenance Garage and Storage.	\$ 5,000.00	No Bid	\$ 4,000.00	\$ 3,000.00	\$ 8,825.00	\$ 6,500.00	\$ 9,500.00						
Alternate No. 3: ADD - Precast Concrete Panel Finish - Thin Brick.	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
Alternate No. 4: ADD - Precast Concrete Panel Finish - Integral Color.	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
Alternate No. 5: DEDUCT - Precast Panel Connections Asphaltic Coating.	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
Alt 6 - DEDUCT - For Ballasted Roofing System	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
ALT 7 - ADD - PVC Roof	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
Alternate No. 8: ADD - Precast Stair.	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
ALT 9 - ADD - P&P Bond	\$ 6,000.00	No Bid	\$ 8,400.00	\$ 10,000.00	\$ 13,530.00	\$ 14,000.00	No Bid						
ALT 10 - ADD - 14th St Water Main	N/A	N/A	N/A	N/A	N/A	N/A	N/A						

Recommended Value: \$ 613,000.00

S&K Excavating and Trucking Recommended Award: Inc

Variance from Budget: \$ (131,233)



Project: St. Charles Police Station
Location: 1515 W. Main Street St. Charles IL 60174
Owner: City of St. Charles
Architect: FGM Architects
Budget Value: \$ 2,446,221
Pre-Award Date: July 6, 2018
Attendees:

Bid Package #: 330100
Description: Operation and Maintenance of Utilities
Bid Due Date: June 29, 2018
Bid Due Time: 2:00 PM

	Berger	John Keno	S&K	Concept Plumbing Inc	Fox Excavating Inc	Stark and Sons Trenching Inc	Jim Burke	
SCOPE DESCRIPTION	CONTRACTOR							
Base Bid	\$ 1,656,000	\$ 1,959,800	\$ 1,365,500	\$ 1,791,935	\$ 2,145,000	\$ 1,344,825	\$ 2,740,000	
Subtotal	\$ 1,656,000	\$ 1,959,800	\$ 1,365,500	\$ 1,791,935	\$ 2,145,000	\$ 1,344,825	\$ 2,740,000	
SCPD/RCCI App'v'd (Y/N)	Y	N	N	N	Y	Y	Y	
Prequalification Form (Y/N)	Y	N	N	N	Y	Y	Y	
Ackn. Schedule (Y/N)	Y	Y	Y	Y	Y	Y	Y	
Addenda (#, Y/N)	1-3	1-3	1-3	1-3	1-3	1-3	Y	
Labor Rates (Y/N)	Y	Y	Y	Y	Y	Y	Y	
Bid Bond (Y/N)	Y	Y	Y	Y	Y	Y	N	
P&P Bond (Y/N) (Alternate)	Y	Y	Y	Y	Y	Y	N	
Union (Y/N)	Y	Y	Y	Y	Y	Y	Y	
Pre-Bid Meeting (Y/N)	N	N	N	N	Y	Y	Y	
Site Walk-Thru (Y/N)	N	N	N	N	Y	Y	Y	
Post-Bid Interview (Y/N)	Y	N	Y	N	N	Y	N	
Notes/Comments	See scope review		See scope review		See scope review			
ALT #1 - ADD - Underground Detention	\$ 555,000.00	\$ 533,300.00	\$ 484,360.00	\$ 492,617.00	\$ 640,000.00	\$ 431,100.00	\$ 192,500.00	
Alternate No. 2: ADD - Maintenance Garage and Storage.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Alternate No. 3: ADD - Precast Concrete Panel Finish - Thin Brick.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Alternate No. 4: ADD - Precast Concrete Panel Finish - Integral Color.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Alternate No. 5: DEDUCT - Precast Panel Connections Asphaltic Coating.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Alt 6 - DEDUCT - For Ballasted Roofing System	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
ALT 7 - ADD - PVC Roof	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Alternate No. 8: ADD - Precast Stair.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
ALT 9 - ADD - P&P Bond	\$ 15,000.00	\$ 18,000.00	\$ 14,500.00	\$ 28,122.00	\$ 30,000.00	\$ 25,000.00	No Bid	
ALT 10 - ADD - 14th St Water Main	\$ 148,000.00	\$ 228,000.00	\$ 135,700.00	\$ 225,362.00	\$ 240,000.00	\$ 140,005.00	No Bid	

Recommended Value: \$ 1,344,825.00

**Stark and Sons
Recommended Award: Trenching Inc**

Variance from Budget: \$ (1,101,396)



Project: St. Charles Police Station
 Location: 1515 W. Main Street St. Charles IL 60174
 Owner: City of St. Charles
 Architect: FGM Architects
 Budget Value: -
 Pre-Award Date: June 14, 2018
 Attendees: _____

Bid Package #: 2.3310
 Description: Underground Tank Removal
 Bid Due Date: June 29, 2018
 Bid Due Time: 2pm

	RW Collins Co.	Crowne Tank	Petroleum Technologies Equipment, Inc.					
SCOPE DESCRIPTION	CONTRACTOR							
Base Bid	\$ 14,550	NO BID	NO BID					
Consulting Allowance	35,000							
Excavation/Hazardous Material Haul Off Allowance	35,450							
Subtotal	\$ 85,000	\$ -	\$ -	\$ -				
SCPD/RCCI App'd (Y/N)	Y	N	N					
Prequalification Form (Y/N)	N	N	N					
Ackn. Schedule (Y/N)	Y	N	N					
Addenda (#, Y/N)	1-3	N	N					
Labor Rates (Y/N)	Y	N	N					
Unit Prices (Y/N)	Y	N	N					
Bid Bond (Y/N)	Y	N	N					
P&P Bond (Y/N) (Alternate)	Y	N	N					
Union (Y/N)	Y	N	N					
Pre-Bid Meeting (Y/N)	N	N	N					
Site Walk-Thru (Y/N)	N	N	N					
Post-Bid Interview (Y/N)	N	N	N					
Notes/Comments	See scope review							
ALT #1 - ADD - Underground Detention	N/A	N/A	N/A					
Alternate No. 2: ADD - Maintenance Garage and Storage.	N/A	N/A	N/A					
Alternate No. 3: ADD - Precast Concrete Panel Finish - Thin Brick.	N/A	N/A	N/A					
Alternate No. 4: ADD - Precast Concrete Panel Finish - Integral Color.	N/A	N/A	N/A					
Alternate No. 5: DEDUCT - Precast Panel Connections Asphaltic Coating.	N/A	N/A	N/A					
Alt 6 - DEDUCT - For Ballasted Roofing System	N/A	N/A	N/A					
ALT 7 - ADD - PVC Roof	N/A	N/A	N/A					
Alternate No. 8: ADD - Precast Stair.	N/A	N/A	N/A					
ALT 9 - ADD - P&P Bond	N/A	N/A	N/A					
ALT 10 - ADD - 14th St Water Main	N/A	N/A	N/A					

Recommended Value: \$ 85,000.00

Recommended Award: RW Collins Co.

Variance from Budget: -



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: IIC1

Title: Motion to approve an Ordinance Amending Title 16, “Subdivisions and Land Improvement”, Chapter 16.02 “General Provisions” and Chapter 16.10 “Dedications” of the St. Charles Municipal Code (School and Park Dedications)

Presenter: Mark Koenen

Meeting: City Council Date: July 16, 2018

Proposed Cost: Budgeted Amount: N/A Not Budgeted:

Executive Summary (if not budgeted please explain):

On January 16, 2018, Planning & Development Committee unanimously recommended approval of an update to the City’s School and Park Dedications Ordinance (Title 16, “Subdivisions and Land Improvement”, Chapter 16.02 “General Provisions” and Chapter 16.10 “Dedications” of the St. Charles Municipal Code). A summary of the amendment is provided below.

On February 5, 2018, the City Council tabled the item to allow for further communication with School District #303 regarding the population formulas used in the calculation of the land-cash fees.

Subsequently, the Mayor and City Administrator met with School District #303 Superintendent Pearson and School Board President Hewell to discuss population formulas. As a follow-up to this meeting, D303 researched whether there were additional reports or studies, either conducted or underway, that might provide updated data for this purpose. D303 informed the City that no new sources of this data are currently available or forthcoming.

When researching the ordinance update last fall, City staff found that most communities in the area continue to use the same, or very similar, population generation formulas to our current City Code.

The ordinance as presented in February is attached for your consideration.

For your information, the following is a summary of significant changes to the School and Park Dedication ordinance as presented to the P&D Committee in January:

- Per Acre Land Value: No change to the current per acre land value (\$240,500 per acre).
- Significant changes to the City Code chapter:
 1. Add criteria for districts to refuse a land donation. Currently, if the City approves of a school or park land donation, and that land donation is refused by the school or park district, then the City “may” require a cash donation. Under the proposed changes, the school or park district would need to base a refusal of a land donation on specific criteria listed in the code. If the donation is refused based on the code criteria, then the City would require the cash donation. (16.10.080.1)
 2. Remove limitations on where park donations can be spent. The current code requires that 50% of a park cash donation either be spent within the subdivision, within the nearest park site, or to purchase land near the subdivision. The Park District agreed that this is no longer practical given the small size of park sites anticipated in future subdivisions and the limited availability of land for new or expanded park sites. (16.10.080.3)

3. Provide districts a 90 day period to respond to developer objections. For a developer objection to either the *per-acre land value* or the *subdivision population estimate*, the school and park districts would have 90 days to respond with their own appraisal or demographic study, or otherwise respond to the City. (This 90 days response time period would be listed in the code so that developers are aware of this early in the process and can plan accordingly). (16.10.090.2 & 16.10.110.B)
 4. Regularly update the Per-Acre Land Value. The City and districts would cooperatively obtain a new per acre land value appraisal every 3 to 5 years, and determine whether it is appropriate to adjust the per acre land value, considering whether the value set by the city code is within the range of values set by other area municipalities, including those served by the park and school districts. (Having a record of a recent appraisal report will provide the City with a stronger basis to enforce the per acre value and may reduce interest in a developer objection.)(16.10.090.4)
 5. Eliminate the Park Private Recreational Areas credit. Although this credit is common in other land-cash ordinances, it is rarely considered or granted, except for very unique situations. Listing this credit in the ordinance can be misleading to developers, as it implies that the credit will be considered in all situations. Removing the credit from the code would still allow a developer to request a reduction through the PUD process; however the onus would be on the developer to work with the Park District and obtain their support before requesting this credit from the City through a PUD. (16.10.180)
- Misc. changes proposed by City staff:
 1. Update the approval process and conveyance procedures to match current practices.
 2. Clarify that subdivisions involving existing lots and dwellings receive a land-cash fee credit.
 3. Clarify that institutional uses (nursing home and assisted living facilities) are not dwellings and therefore are not subject to the land-cash ordinance. (A waiver of school fees for senior housing could be considered on a case-by-case basis as a developer objection to the population estimate.)
 4. Administrative changes to update Chapter 16.02.

Attachments *(please list):*
Ordinance

Recommendation/Suggested Action *(briefly explain):*
Motion to approve an Ordinance Amending Title 16, “Subdivisions and Land Improvement”, Chapter 16.02 “General Provisions” and Chapter 16.10 “Dedications” of the St. Charles Municipal Code (School and Park Dedications)

City of St. Charles

Ordinance No. 2018-M-_____

An Ordinance Amending Title 16, “Subdivisions and Land Improvement”, Chapter 16.02 “General Provisions” and Chapter 16.10 “Dedications” of the St. Charles Municipal Code (School and Park Dedications)

WHEREAS, the Mayor and City Council of the City of St. Charles deems it is in the best interest of the City to amend the provisions of Chapter 16.02 “General Provisions” and Chapter 16.32 “Dedications” of Title 16, “Subdivisions and Land Improvements” of the St. Charles Municipal Code; and,

WHEREAS, the Planning and Development Committee of the City Council recommended approval of the amendment on or about January 16, 2018; and,

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

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

1. That Title 16, “Subdivisions and Land Improvement”, Chapter 16.02 “General Provisions” of the St. Charles Municipal Code be and is hereby deleted in its entirety and replaced by the attached Exhibit “A”.

2. That Title 16, “Subdivisions and Land Improvement”, Chapter 16.10 “Dedications” of the St. Charles Municipal Code be and is hereby deleted in its entirety and replaced by the attached Exhibit “B”.

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

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this _____ of _____, 2018.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this _____ of _____, 2018.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this _____ of _____, 2018.

Raymond P. Rogina, Mayor

Attest:

City Clerk/

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

APPROVED AS TO FORM:

City Attorney

DATE: _____

Exhibit "A"

Chapter 16.02, "General Provisions"

16.02.010 – Purpose

The purpose of this Title and subsequent regulation is as follows:

- A. To provide one of several means for carrying out the intent of the Comprehensive Plan, thus helping to insure sound, harmonious subdivision development and community growth, and to safeguard the interest of the homeowner, the Subdivider, the investor, and the City.
- B. To provide permanent assets to the City.
- C. To prevent scattered development beyond existing public utilities and prevent excessive development costs.
- D. To assure the development of land for optimum use with the highest possible standards of design and necessary protection against deterioration and obsolescence.
- E. To assure the orderly development of all land within the City.
- F. To limit and control the pollution of the environment that can be caused by inadequate or incomplete urban development.
- G. To provide common grounds of understanding and a sound working relationship between the City and the Subdivider.
- H. To lessen congestion of streets and highways.
- I. To provide for adequate light and air.
- J. To facilitate adequate provisions for transportation, water, storm water management, sewerage, schools, and other public necessities.
- K. To ensure proper legal description and proper monumenting of subdivided land.
- L. To coordinate new subdivision design within the design of the City as a whole.

16.02.020 – Validity and Applicability

- A. No plat of any subdivision shall be entitled to record in the recorder's office, or have any validity, until it has been approved in the manner prescribed in this Title.

- B. No parcel of land may be conveyed for the purpose of creating a new residential dwelling lot without said parcel being established as a lot pursuant to approval of a plat of subdivision in the manner prescribed in this Title, unless said parcel was previously subdivided, pursuant to a Subdivision Plat approved by the City of St. Charles and recorded with the County Recorder of Deeds.
- C. Lots of Record that were lawfully conveyed prior to September 17, 2012 that meet the minimum lot width and area requirements of the applicable zoning district in which it is located shall be considered valid lots for purposes of this title.
- D. Parcels of land may be conveyed for the purpose of modifying lot size or configuration, provided the conveyance does not create a greater number of buildable residential lots, based on the applicable zoning district in which it is located, than currently exist within the boundary of the subdivision (either as existing subdivided lots or valid Lots of Record under Item C. above.)

16.02.030 – Comprehensive Plan

- A. Adopted.
An official Comprehensive Plan, containing an official map, dated September 3, 2013 has been adopted by the City, pursuant to the powers granted by the Illinois Municipal Code, and shall be known as "the Comprehensive Plan of the City of St. Charles, Illinois." The comprehensive plan may be amended from time to time, pursuant to 65 ILCS 5/11-12-7.
- B. Copies Available Upon Payment of Fee.
Said official Comprehensive Plan shall be made available to all interested parties on the City website. A printed copy may be purchased for the cost of printing the document.

16.04.010 – Applicability

The provisions hereof shall be applicable to all subdivisions in the City of St. Charles and within all unincorporated areas lying within one and one-half miles of the corporate limits of the City of St. Charles, to the extent permitted by law. Subdivisions located within the future planning area jurisdiction of another municipality, pursuant to a Boundary Line Agreement with the City of St. Charles, shall not be subject to the provisions hereof.

Exhibit "B"

16.10, "Dedications"

16.10.010- Applicability

If any subdivision subject to the terms hereof is located outside of the corporate limits of the City of St. Charles, Illinois, and if the county in which the property is located has an ordinance which is more restrictive, or which would require a greater dedication or contribution than this chapter, as determined by the City, the ordinance of the county in which the property is located shall prevail where inconsistent with the less restrictive provisions hereof.

16.10.020- Amendments to Preliminary Plat

When a Preliminary Plat of a subdivision is amended, the required contribution of land or cash shall be recalculated for that portion of the subdivision which is amended, based on the estimated ultimate population thereof.

16.10.030- Indemnification of City required by School and Park district

By their acceptance of land or cash, or both, pursuant to the provisions hereof, the School District and the Park District as the case may be shall indemnify the City against any loss, cost or expense, including reasonable attorney's fees, arising out of, or on account of, any land or payments designated for said School District or Park District under the provisions of this chapter. Prior to the actual transfer of land or funds, the School District and the Park District each shall make the foregoing indemnity to the City in writing.

16.10.040 - Payment- Expense

By acceptance of land or cash, or both, pursuant to the provisions hereof, the School District or Park District as the case may be shall reimburse the City for all costs and expenses it incurs in connection with obtaining the land or cash required by this chapter. Payment of said amount shall be made to the City within 30 days of the park or School District's a) receipt of the land or cash as provided herein, or b) the receipt of an invoice from the City, whichever occurs later.

16.10.050- Dedication of park lands and school sites, or contribution of fees in lieu thereof required

The Subdivider shall dedicate land for park and school sites on the Final Plat of Subdivision, or shall contribute cash in lieu of actual land dedications, or a combination of both at the option of the City, and School District or Park District, as applicable, in accordance with the requirements hereof.

16.10.060 - Requirements for park land dedications

A. Calculation of Requirement

The estimated ultimate population of a proposed subdivision shall bear directly upon the amount of land required to be dedicated for park purposes. The minimum requirement shall be ten (10) acres of land per one thousand (1,000) of ultimate population in accordance with the standards hereinafter set forth.

B. Park Site Size and Location Standards

Types of Park Sites	Minimum Desirable Site Area	Minimum Acreage per 1,000
Mini-Parks	1.0 acre	0.5 acres
Neighborhood Parks	5.0 to 10.0 acres	2.0 acres
Community Parks	25 acres or more	7.5 acres
	TOTAL	10.0 acres

The size, location and shape of the park land to be dedicated shall be subject to the approval of the City Council as part of the Preliminary Plat. Prior to City Council approval of the Preliminary Plat, the City shall have received a letter from the Park District board approving the location and acreage of any park land to be dedicated. The suitability of land to be dedicated for park sites shall be evaluated by the Plan Commission and City Council according to the following standards:

1. The site should be essentially regular in shape to facilitate maintenance and to provide the optimum opportunity for recreational use.
2. The site should not be located on a major road when such a location would present a traffic hazard to park users.
3. The site should not include storm water retention or detention facilities except those provided to serve the park site and shall not be subject to frequent flooding.
4. The site should have soil and topographic conditions suitable to accommodate the anticipated facilities, including but not limited to parking areas, play fields, tennis courts, playground equipment, or other recreational facilities.
5. The site should be located in the approximate center of the residential area to be served wherever possible, and adjacent to a school site where consistent with the school site requirements hereof.

16.10.070 - Requirements for school site dedication

A. Calculation of Requirement

The estimated ultimate student population for grades K through 12 of the proposed subdivision shall bear directly on the amount of land required to be dedicated for school sites. The minimum requirement shall be .025 acres of land per elementary student, .0389 acres of land per middle school student, and .072 acres of land per high school student in accordance

with the standards hereinafter set forth.

B. School Site Size and Location Standards

Type of School Site	Maximum Students per School Site	Minimum Acres/Site
Elementary K - 5	600	15 acres
Middle School	900	35 acres
High School	1500	108 acres

The location and shape of the school land to be dedicated shall be subject to the approval of the City Council as part of the Preliminary Plat. Prior to City Council approval of the Preliminary Plat, the City shall have received a letter from the School District board of education approving the location and acreage of any school land to be dedicated. The suitability of land to be dedicated for school sites shall be evaluated by the Plan Commission and City Council according to the following standards:

1. The site should be essentially regular in shape, to allow the proper design of the school building, playgrounds, and parking areas.
2. The site should not be located on a major road when such a location would present a traffic hazard to school children.
3. The site should not include storm water retention or detention facilities except those provided to serve the school site and shall not be subject to frequent flooding.
4. The site should have suitable soil and topographic conditions for the construction of a school building, parking lot, and other necessary facilities.
5. The site should be located in the approximate center of the residential area to be served wherever possible.

16.10.080- Criteria for requiring a cash contribution in lieu of park and school land

A. When Cash Contribution Required

When the subdivision is small and the resulting site is too small to be practical, or when available land is inappropriate for park or school sites, or when park or school sites have already been provided, the City Council may require the payment of cash contributions in lieu of the required land. The City Council shall determine whether land or cash will be required when it approves the Preliminary Plat, and shall consider the recommendation of the appropriate Park or School District in making such determinations. The Park or School District may refuse a land donation based upon the following criteria:

1. The land is not needed in the proposed location for the type of dedication site being proposed.
2. The configuration of the site, location within the development, size of the site, or

function of the property (wetland, rolling topography, detention, retention) is not appropriate, based on the district's needs for site or facilities in the area of the subdivision.

3. Access to the site is not conducive to use of the site as public land.

When the Park District or School District has refused a land contribution based on these criteria, the City Council shall require a cash contribution.

B. Payment of Park Contribution

For subdivisions platted in multiple phases, the per dwelling unit cash contribution in lieu of, or in addition to, park land, as may be applicable, shall be paid for the entire phase to be developed, prior to issuance of the first building permit for the applicable phase. For subdivisions platted in a single phase, the per dwelling unit cash contribution in lieu of, or in addition to, park land, as may be applicable, shall be paid for the entire subdivision prior to issuance of the first building permit. The applicable per dwelling unit cash contribution shall be paid directly to the Park District and held in a segregated account. All such payments made to the Park District under this Section are to be spent solely in accordance with paragraph 3 below. The City shall not issue a building permit until it receives an original receipt of payment executed by the treasurer of the Park District.

C. Use of Contribution by Park District

1. The cash contribution in lieu of park land shall be used solely for the acquisition of park land which will serve the immediate or future needs of the residents of the subdivision for which the contribution was received, or the improvement of existing park land which will serve such needs; provided, however, any expenditure of funds for land or improvements shall satisfy all applicable statutory criteria.
2. For subdivisions for which a combination of land dedication and cash contribution has been received, the Park District shall spend a portion of the cash contribution to improve the land dedication site within the subdivision, with the improvements to be determined by the Park District. For subdivisions platted within the City limits, the Park District shall spend one hundred percent (100%) of the contribution within the City limits; for subdivision platted outside the City limits but within the planning jurisdiction of the City, the Park District shall spend one hundred percent (100%) of the contribution within the planning jurisdiction of the City. The City Council may vary the requirements of this paragraph 2 if it finds that, based upon facts presented by the Park District, such variance will result in park facilities which will serve the immediate or future needs of the residents of the subdivision from which the contribution was received.

D. Payment of School Contribution

For subdivisions platted in multiple phases, the per dwelling unit cash contribution in lieu of, or in addition to, school land, as may be applicable, shall be paid for the entire phase to be developed, prior to issuance of the first building permit for the applicable phase. For subdivisions platted in a single phase, the per dwelling unit cash contribution in lieu of, or in addition to, school land, as may be applicable, shall be paid for the entire subdivision prior to issuance of the first building permit. The applicable per dwelling unit cash contribution shall be paid directly to the School District and held in a segregated account. All such payments made to the School District under this Section are to be spent solely in accordance with paragraph 5 below. The City shall not issue a building permit until it receives an original receipt of payment executed by the treasurer of the School District.

E. Use of Contribution by School District

The cash contribution in lieu of school land shall be used solely for the acquisition of land for a school site to serve the immediate or future needs of the residents from the subdivision for which the contribution was received, or for the improvement of any existing school site which will serve such needs provided, however, any expenditure of funds for school sites or improvements shall satisfy all applicable statutory criteria.

F. Return of Contribution if not Expended

If any portion of a cash contribution in lieu of park or school site land is not expended for the purposes set forth herein within ten (10) years from the date of receipt, it shall be refunded, together with accrued interest thereon, to the owners of record of all lots, except public land, in the subdivision for which such contribution is made. The refund shall be paid to the person who is the owner of record on the day which is the tenth anniversary of the receipt of such contribution. The amount of the refund due to each lot owner shall be equal to the amount of the original contribution, together with accrued interest thereon, divided by the total number of lots in the subdivision (excluding public land) for which the contribution was made. The City Council may permit one- year extensions of the ten-year restriction if the Park District or School District demonstrates that such funds have been allocated for an acquisition or improvement allowed herein, but have not been spent due to additional funds being necessary to complete such acquisition or improvement.

G. Amount Applicable at Payment

All building permits issued shall be subject to the cash contributions applicable pursuant to Title 16 at the time of payment of the cash contributions, unless otherwise previously granted by the City Council through a planned unit development or annexation agreement. Any amendment to an approved Preliminary Plat, Final Plat of Subdivision, or Planned Unit Development shall require compliance with the then applicable cash in-lieu fees, to the extent that such amendment results in the calculation of a greater cash payment to the Park District and School District.

16.10.090 - Amount of cash contribution

The cash contribution in lieu of land shall be based on the fair market value of improved land within the subdivision, which shall be defined as the value of land with roads, curbs, gutters, sidewalks, storm and sanitary sewer, water and other utilities. The fair market value of improved land for subdivisions to be developed within the City is hereby determined to be two hundred forty thousand five hundred dollars (\$240,500.00) per acre, which shall be used in the calculation of the required cash contributions, except as follows:

- A. The fair market value for subdivisions to be developed outside the corporate limits of the City of St. Charles but within the City's 1 1/2 mile jurisdictional area is hereby determined to be one hundred seventy-five thousand dollars (\$175,000).
- B. If the Subdivider files a written objection to the use of the per acre value established herein, he shall submit an appraisal. Such appraisal shall show the fair market value of improved land in the area of the subdivision. The City shall notify the School District and the Park District of any objection and shall provide the School District and the Park District at least ninety (90) days to file their own appraisal or other response as they determine appropriate.

- C. If the City Council determines that the specifics of the subdivision so warrant, it may require an appraisal. Final determination of the fair market value per acre of land shall be made by the City Council, based upon the appraisal or appraisals, and upon other information which may be submitted by the Park District, School District, or others. The Subdivider shall pay all appraisal fees.
- D. At least once every five (5) years, but not more often than every three (3) years, the City, in cooperation with the Park District and School District shall obtain an appraisal and review and if appropriate, adjust the value of land under this Ordinance. The City shall notify the School District and the Park District at the commencement of the process. In determining whether it is appropriate to adjust the value of land under this ordinance, the City shall consider whether the land value is within the range of values set by other area municipalities, including those municipalities served by the Park and School Districts.
- E. Any appraisal submitted under this section shall be prepared by a licensed Illinois State Real Estate Appraiser and shall be in the form of a report that conforms to the applicable requirements of the Uniform Standards of Professional Practice.

16.10.100- Criteria for requiring land and cash

There may be situations when a combination of land and a cash contribution in lieu of land are both necessary. At the time of Preliminary Plat approval, the City Council may require a combination of land and cash in any of the following situations:

- A. When a previously designated park or school site lies partly within and partly outside of a proposed subdivision and the acreage of the designated park or school site within the subdivision is less than the park or school site acreage required herein, the Subdivider shall contribute all of the designated park or school site lying within the proposed subdivision, and cash in lieu of the additional acreage needed to fulfill the requirements hereof.
- B. When part of a designated park or school site has already been acquired, and the land needed to complete it is less than the land required from the subdivision, then the Subdivider shall contribute the amount of land needed from the subdivision to complete the park or school site and cash in lieu of the additional acreage needed to fulfill the requirements hereof.
- C. When the Subdivider will be contributing certain park or school sites, and the balance of the required park or school site acreage would be too small or otherwise unsuitable for park or school sites, then the Subdivider shall contribute cash in lieu of the balance of the required school or park site acreage.

16.10.110- Calculation of estimated population

- A. Calculation of Requirement

Table of Estimated Ultimate Population Per Dwelling Unit

Type of Unit	Elementary Grades K-5 5-10 years	Middle Grades 6-8 11-13 years	High School Grades 9-12 14-17 years	Total Population
<u>Detached Single Family</u>				
• 2 bedroom	0.136	0.048	0.020	2.017
• 3 bedroom	0.369	0.173	0.184	2.899
• 4 bedroom	0.530	0.298	0.360	3.764
• 5 bedroom	0.345	0.248	0.300	3.770
<u>Attached Single Family (Townhomes)</u>				
• 1 bedroom	0.000	0.000	0.000	1.193
• 2 bedroom	0.088	0.048	0.038	1.990
• 3 bedroom	0.234	0.058	0.059	2.392
• 4 bedroom	0.322	0.154	0.173	3.145
<u>Multi Family (Condo/Apartment)</u>				
• Efficiency	0.000	0.000	0.000	1.294
• 1 bedroom	0.002	0.001	0.001	1.758
• 2 bedroom	0.086	0.042	0.046	1.914
• 3 bedroom	0.234	0.123	0.118	3.053
Source: Illinois School Consulting Service/Associated Municipal Consultants Inc., 1996				

The “Table of Estimated Ultimate Population Per Dwelling Unit” shall be used to calculate the amount of required park and school site land and cash contributions in lieu thereof. It is recognized that population density, age distribution, and local conditions change over time, and that, therefore, the table is subject to periodic review and amendment as necessary.

B. Objection

A written objection to “The Table of Estimated Ultimate Population Per Dwelling Unit” may be filed by the Subdivider, or by the School or Park District, prior to City Council approval of the Preliminary Plat. The City shall notify the School District and the Park District of any objection and shall provide the School District and Park District at least ninety (90) days to file their own response. Such objection shall include a demographic study showing the estimated ultimate population to be generated by the subdivision. Final determination of the estimated ultimate population shall be made by the City

Council at the time of Preliminary Plat approval.

C. Credit for Existing Lots and Dwellings

A credit to the estimated population shall be granted as follows:

1. Existing Subdivided Lots: Lots previously subdivided for residential use, pursuant to a Subdivision Plat previously approved by the City of St. Charles and previously recorded with the County Recorder of Deeds, shall receive a credit calculated as a reduction of one residential unit per existing subdivided lot located wholly within the proposed subdivision.
2. Existing Lots of Record: Portions of previously subdivided lots that were lawfully conveyed as Lots of Record prior to September 17, 2012, provided said Lots of Record meet the minimum lot width and area requirements of the applicable zoning district in which it is located, shall receive a credit calculated as a reduction of one residential unit per existing Lot of Record located wholly within the proposed subdivision.
3. Existing Residential Dwellings: Existing residential dwellings shall receive a credit calculated as a reduction of the estimated population for the dwelling based upon the formulas within this chapter. A credit shall not be granted under sections 1 and 2 above for any lot receiving a credit for an existing dwelling under this section.

D. Institutional Uses

A “Nursing Home” or “Assisted Living Facility”, as defined in Title 17 of the City Code, and similar institutional uses, shall not be considered residential dwellings, and therefore units or rooms within such facilities shall not be included in the calculation of estimated population.

16.10.120- Reservation of land

- A. Park or school dedication sites shall be considered public land for purposes of this chapter. All dedication sites shall be designated as a lot on the Final Plat of Subdivision. The lot shall be identified as a park or school site, with a notation that the property is to be conveyed as public land in accordance with this Title.
- B. Whenever the St. Charles Comprehensive Plan, or the standards of the City, School District, or Park District call for a school or park site within a subdivision larger than the required land contribution, the land needed in addition to the required contribution shall be reserved on the final plat for subsequent purchase by the City, Park District, or School District. The City, Park District, or School District shall acquire the land so designated by purchase or commence proceedings to acquire such land by condemnation within one year from the date of recording of the final plat; if the land is not so acquired or condemnation proceedings are not so commenced within said one year period, the land so designated may then be used by the owners thereof in any other manner consistent with the St. Charles Municipal Code and compatible with said subdivision.

16.10.130- Condition of park and school sites

Land Improvements within the subdivision adjoining park and school sites shall be provided

and paid for by the Subdivider. In addition, park and school sites shall be fine graded, provided with a minimum of six (6) inches of topsoil, and seeded as part of the required land improvements, unless otherwise permitted by the City Council. All land improvements within the boundaries of park and school sites shall be completed prior to conveyance of the site. Installation of adjacent parkway improvements (including sidewalks, parkway trees, and street lighting) may be deferred until construction of the adjacent street is completed.

16.10.140 - Time of conveyance

The park and school sites required herein shall be conveyed to the appropriate park or School District grantee following the recording of the Final Plat of Subdivision. The timing of the conveyance shall be mutually agreed to by the City, School or Park District, and the Subdivider, with due consideration for the project phasing and construction activity to occur on properties adjacent to the school or park site. In the event the Subdivider has not conveyed the school or park site in accordance with the agreed to timing of conveyance, the City may withhold the issuance of building permits for residential units within the subdivision.

16.10.150 - Payment of general real estate taxes and agricultural rollback taxes

General real estate taxes and agricultural rollback taxes levied or which become due because of any conveyance, against the park or school site which is conveyed, shall be the responsibility and obligation of the grantor. Grantor shall furnish evidence of payment of these taxes or deposit the amount of those taxes in escrow with the title company furnishing the preliminary report of title, requiring payment of the taxes when they become due. After payment of the taxes, evidence of such payment shall be furnished to the grantee. The amount of any general real estate taxes and/or agricultural rollback taxes for the year of conveyance shall be pro-rated to the date of the delivery of deed. The amount of the general real estate and agricultural rollback taxes shall be based on the assessor's latest known rate, value, and equalizer, if any, for the land being conveyed.

16.10.160 - Real estate conveyance requirements

All real estate conveyed to the School District or Park District pursuant to the provisions of this chapter is hereby designated "public land". The Subdivider shall furnish the grantee with a survey of the public land to be conveyed and a commitment for title insurance from a title company licensed to do business in the state of Illinois, in the amount of the fair market value of such public land. If within thirty (30) days of receipt of the commitment, the grantee objects in writing to defects in the title, the Subdivider shall have thirty (30) additional days from the date of delivery of such written objections to cure such defects. All deeds of conveyance pursuant to this ordinance shall be recorded, at the Subdivider's sole expense, in the office of the recorder of deeds of the county in question. All conveyances pursuant to this chapter shall be accompanied by an appropriate affidavit of title, and shall be by warranty or trustee's deed subject only to the following:

- A. Acts done or suffered by or judgments against the grantee, its successors and assigns;
- B. General taxes for the year of conveyance, and subsequent years;
- C. Zoning and building laws and/or ordinances;

- D. Public and utility easements of record which are reasonably acceptable to City and grantee;
- E. Conditions and covenants of record as contained only in plats of subdivision approved by the City;
- F. Rights-of-way for drainage ditches, feeders, laterals, and underground tile, pipe or other conduit;
- G. Such other exceptions to title that grantee shall find acceptable.

16.10.170 - Sale of public land

- A. In the event either the School District or Park District desires to sell any public land obtained under the provisions hereof, it shall first direct written notice, certified mail, return receipt requested, to the non-selling district and City. The written notice shall contain a legal description and plat of the public land and statement that the owner thereof desires to sell the public land described. Upon receipt of the written notice, the following options are provided and granted:
 - 1. The non-selling district shall have the exclusive option to purchase the public land described, for the thirty-day period next following receipt of the notice.
 - 2. In the event the non-selling district fails to exercise its option within the thirty-day time period, the City shall have exclusive option to purchase the public land described, at no cost, for the thirty-day period next following expiration of the initial thirty-day period.
- B. Any option shall be exercised by directing written notice to the owner of the public land, certified mail, return receipt requested. In the event both the non-selling district and the City fail to exercise their options, the owner of the public land may, for a one-year period thereafter, sell the public land described in the written notice to any third party, subject to the requirements of law.
- C. In the event any public land is sold to a third party pursuant to the terms of this chapter, the property shall thereafter not be designated as "public land".
- D. The cash received by the School District as a result of the sale of public land shall be held in a separate account, and shall be used solely in accordance with the provisions Section 16.08 above.
- E. The cash received by the Park District as a result of the sale of public land shall be held in a separate account, and shall be used solely in accordance with the provisions of Section 16.08 above.

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IIC3

Title:

Motion to approve an Ordinance Amending Ordinance No. 2017-Z-15 (Hillcroft Estates PUD) and Granting Approval of a PUD Preliminary Plan for Hillcroft Estates, 1147 Geneva Road

Presenter:

Rita Tungare

Meeting: City Council

Date: July 16, 2018

Proposed Cost:

Budgeted Amount: N/A

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

At the July 9, 2018 meeting, Planning & Development Committee recommended approval of a PUD Amendment and PUD Preliminary Plan for Hillcroft Estates by a vote of 4-3.

Hillcroft Estates LLC is proposing to add a second single-family house on the property at 1147 Geneva Rd. Under consideration is a request for a departure from the Subdivision Code to permit division of the property into two parcels without submitting a Plat of Subdivision. The applicant proposes to utilize a Plat Act exemption to create the second parcel.

The Plat Act, part of State Statute, allows subdivision of property without filing of a Plat, if the property qualifies for one of the exemptions provided in the Act. City Code does not specifically make reference to the Plat Act exemptions. As a Home Rule municipality, the City is not required to accept subdivisions created through Plat Act exemptions.

The City Attorney has provided his opinion that the City can recognize Plat Act exemptions in certain circumstances and that the City may grant a departure from the requirement to prepare a Plat of Subdivision to divide property, if the objectives of the PUD can be achieved without filing a formal Plat of Subdivision.

P&D Committee discussed that code requirements triggered by a subdivision would not apply if the requested were granted, including the Land/Cash Ordinance. The total School & Park fee would be \$13,995 for a 3-bedroom house, \$21,261 for a 4-bedroom house, and \$18,656 for a 5-bedroom house.

Attachments (*please list*):

PUD Ordinance

Recommendation/Suggested Action (*briefly explain*):

Motion to approve an Ordinance Amending Ordinance No. 2017-Z-15 (Hillcroft Estates PUD) and Granting Approval of a PUD Preliminary Plan for Hillcroft Estates, 1147 Geneva Road

City of St. Charles, Illinois
Ordinance No. 2018-Z-

**An Ordinance Amending Ordinance No. 2017-Z-15 (Hillcroft Estates PUD)
and Granting Approval of a PUD Preliminary Plan for Hillcroft Estates, 1147
Geneva Road**

WHEREAS, on or about April 27, 2018, Hillcroft Estates LLC (the “Applicant”) filed petitions for Amendment to Special Use for Planned Unit Development Ordinance No. 2017-Z-15, “An Ordinance Amending Ordinance No. 2016-Z-6 (Hillcroft Estates PUD) and Granting Approval of a PUD Preliminary Plan for Hillcroft estates, 1147 Geneva Road”, and PUD Preliminary Plan, both for the real estate commonly known as 1147 Geneva Road and legally described in Exhibit “A”; said Exhibit being attached hereto and incorporated herein (the “Subject Property”), for the purpose of adding a second single-family home on the property and requesting that a Plat of Subdivision not be required to divide the property into two buildable parcels; and,

WHEREAS, Notice of Public Hearing on said petition for Amendment to Special Use for Planned Unit Development was published on or about May 21, 2018 in a newspaper having general circulation within the City, to-wit, the Daily Herald newspaper, as required by the statutes of the State of Illinois and the ordinances of the City; and,

WHEREAS, pursuant to said Notice, the Plan Commission conducted a public hearing on or about June 5, 2018 on said petition in accordance with the statutes of the State of Illinois and the ordinances of the City; and,

WHEREAS, at said Public Hearing, the Applicant presented testimony in support of said petition and all interested parties had an opportunity to be heard; and,

WHEREAS, the Plan Commission recommended approval of said Amendment to Special Use for Planned Unit Development and PUD Preliminary Plan petitions on or about June 5, 2018; and,

WHEREAS, the Planning & Development Committee of the City Council recommended approval of said petitions on or about July 9, 2018; and,

WHEREAS, the City Council of the City of St. Charles has received the recommendations of the Plan Commission and Planning & Development Committee and has considered the same.

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

1. The preambles set forth hereinabove are incorporated herein as substantive provisions of this Ordinance as though fully set out in this Section 1.

2. That passage of this Ordinance shall constitute approval of an Amendment to Special Use for Planned Unit Development pursuant to the provisions of Title 17 of the St. Charles Municipal Code, as amended, and based upon the Applicant's petitions and the evidence presented at the Public Hearing, the City Council hereby finds that the Amendment to Special Use for Planned Unit Development is in the public interest and adopts the Criteria for Planned Unit Developments, set forth on Exhibit "B", which is attached hereto and incorporated herein.

3. A PUD deviation is hereby granted to waive the requirement of Title 16 of the St. Charles Municipal Code, "Subdivisions and Land Improvement", to provide a Plat of Subdivision for the purpose of dividing the Subject Property into two buildable parcels as depicted on the PUD Preliminary Plan. Prior to issuance of a building permit for a second single family home on the property, the applicant shall provide documentation demonstrating that Subject Property has been legally divided under the Illinois Plat Act into parcels conforming to the PUD Preliminary Plan.

4. That passage of this Ordinance shall constitute approval of the PUD Preliminary Plan, incorporated herein as Exhibit "C", such that the following documents and illustrations are hereby approved, reduced copies of which are attached hereto, subject to satisfactory resolution of all outstanding staff review comments and compliance with such conditions, corrections, and modifications as may be required by the Director of Community & Economic Development and the Director of Public Works to comply with the requirements of the St. Charles Municipal Code, and subject to submittal of a Plat of Easement at the time of building permit for the 20 ft. Public Utility Easement shown on the PUD Preliminary Plan:

- Topographical Site Development & Tree Preservation Plan; Engineering Resource Associates; revisions dated 6/1/2018
- Architectural Elevations (Parcel 2); Marshall Architects, Inc.; not dated
- Tree Inventory and Preservation Plan; SaveATree; not dated

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

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 16th day of July 2018.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 16th day of July 2018.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 16th day of July 2018.

Raymond P. Rogina, Mayor

Attest:

Charles Amenta, City Clerk

Vote:

Ayes:

Nays:

Absent:

Abstain:

Date: _____

APPROVED AS TO FORM:

City Attorney

DATE: _____

EXHIBIT "A"

LEGAL DESCRIPTION

THAT PART OF LOTS 2 AND 3 IN BLOCK 1, FOX GLADE PUD SUBDIVISION, UNIT NO. 1, ST. CHARLES, KANE COUNTY, ILLINOIS AND PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY LINE OF GENEVA ROAD (ILLINOIS STATE ROUTE NO. 31) THAT IS 185.0 FEET SOUTHERLY OF THE SOUTHERLY LINE OF HORNE STREET, AS SHOWN ON THE PLAT OF RIVERVIEW ADDITION (MEASURED ALONG SAID WESTERLY LINE); THENCE SOUTH 19 DEGREES, 45 MINUTES, 0 SECONDS EAST ALONG SAID WESTERLY LINE 298.58 FEET TO A NORTHEAST CORNER OF LOT 97 IN THE OAKS OF ST. CHARLES, FOX GLAD PUD SUBDIVISION, UNIT NO. 2, ST. CHARLES, KANE COUNTY, ILLINOIS; THENCE SOUTH 83 DEGREES, 52 MINUTES, 0 SECONDS WEST ALONG A NORTHERLY LINE OF SAID LOT 97, 279.68 FEET TO A POINT THAT IS 20.0 FEET NORTH 83 DEGREES, 52 MINUTES, 0 SECONDS EAST OF THE SOUTHEAST CORNER OF LOT 4 IN BLOCK 1, FOX GLADE PUD SUBDIVISION, UNIT NO. 1; THENCE NORTH 14 DEGREES, 32 MINUTES, 24 SECONDS WEST 273.12 FEET TO A POINT ON THE NORTH LINE OF LOT 2 IN SAID BLOCK 1 THAT IS 20.0 FEET NORTH 86 DEGREES, 55 MINUTES, 26 SECONDS WEST OF THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 86 DEGREES, 55 MINUTES, 26 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 2, 20.0 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE NORTH 6 DEGREES, 10 MINTUES, 25 SECONDS WEST ALONG THE EASTERLY LINE EXTENDED NORTHERLY OF SAID BLOCK 1, 59.62 FEET TO A LINE DRAWN NORTH 87 DEGREES, 07 MINUTES, 14 SECONDS WEST PARALLEL WITH THE SOUTHERLY LINE OF SAID HORNE STREET FROM THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES, 07 MINUTES, 14 SECONDS EAST PARALLEL WITH SAID SOUTHERLY LINE 232.48 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

EXHIBIT "B"

CRITERIA FOR PLANNED UNIT DEVELOPMENTS

- i. **The proposed PUD advances one or more of the purposes of the Planned Unit Development procedure stated in Section 17.04.400.A:**
1. **To promote a creative approach to site improvements and building design that results in a distinctive, attractive development that has a strong sense of place, yet becomes an integral part of the community.**
 2. **To create places oriented to the pedestrian that promote physical activity and social interaction, including but not limited to walkable neighborhoods, usable open space and recreational facilities for the enjoyment of all.**
 3. **To encourage a harmonious mix of land uses and a variety of housing types and prices.**
 4. **To preserve native vegetation, topographic and geological features, and environmentally sensitive areas.**
 5. **To promote the economical development and efficient use of land, utilities, street improvements, drainage facilities, structures and other facilities.**
 6. **To encourage redevelopment of sites containing obsolete or inappropriate buildings or uses.**
 7. **To encourage a collaborative process among developers, neighboring property owners and residents, governmental bodies and the community.**

The proposed development will include redevelopment of the existing property in a way that preserves the unique topography of the site while creatively addressing the challenges it provides. Two residence onsite achieves more efficient land use without additional public infrastructure. The large open spaces below and in front of each residence enhance the grandeur of each.

- ii. **The proposed PUD and PUD Preliminary Plans conform to the requirements of the underlying zoning district or districts in which the PUD is located and to the applicable Design Review Standards contained in Chapter 17.06, except where:**
- A. **Conforming to the requirements would inhibit creative design that serves community goals, or**
 - B. **Conforming to the requirements would be impractical and the proposed PUD will provide benefits that outweigh those that would have been realized by conforming to the applicable requirements.**

Factors listed in Section 17.04.400.B shall be used to justify the relief from requirements:

1. **The PUD will provide community amenities beyond those required by ordinance, such as recreational facilities, public plazas, gardens, public are, pedestrian and transit facilities.**

2. **The PUD will preserve open space, natural beauty and critical environmental areas in excess of what is required by ordinance or other regulation.**
3. **The PUD will provide superior landscaping, buffering or screening.**
4. **The buildings within the PUD offer high quality architectural design.**
5. **The PUD provides for energy efficient building and site design.**
6. **The PUD provides for the use of innovative stormwater management techniques.**
7. **The PUD provides accessible dwelling units in numbers or with features beyond what is required by the Americans with Disabilities Act (ADA) or other applicable codes.**
8. **The PUD provides affordable dwelling units in conformance with, or in excess of, City policies and ordinances.**
9. **The PUD preserves historic buildings, sites or neighborhoods.**

The unique character of the site topography prevents structures on-site from meeting the height requirements of the zoning code. Relief from these requirements will allow the developer to construct dwellings in keeping with the spirit of upscale development in the neighborhood. The proposed development will also intensify carefully designed buffering and screening not present on the existing property. The property may be lawfully divided without submitting a plat of subdivision by using a Plat Act exception, while still promoting all of the same goals advocated by city codes.

iii. The proposed PUD conforms with the standards applicable to Special uses (section 17.04.330.C.0):

A. Public Convenience: The Special Use will serve the public convenience at the proposed location.

The existing dwelling has fallen into disrepair and needs to be demolished. The special use will allow for the style and design of the proposed home to be constructed appropriate for the subject premises.

B. Sufficient Infrastructure: That adequate utilities, access roads, drainage and/or necessary facilities have been, or are being, provided.

Since the redevelopment of the subject premises is considered "infill," all offsite utilities and access to the subject premises already existing; required onsite infrastructure will be provided as depicted on the final engineering plans.

C. Effect on Nearby Property: That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood.

The upscale nature of the residence proposed for the subject premises will raise

property values in the immediate area. With infill, the only impact on adjacent properties will be the connection to existing facilities across public rights of way. Use of adjacent properties will not be diminished nor impaired because of the proposed development.

D. Effect on Development of Surrounding Property: That the establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

Because adjacent properties have already been developed for their intended use and are occupied, additional development is unlikely, but would not be impeded.

E. Effect on General Welfare: That the establishment, maintenance or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort or general welfare.

As infill, the Special Use to allow redevelopment of the subject premises with the existing zoning classification will not be detrimental to or endanger the public health, safety, comfort, or general welfare.

F. Conformance with Codes: That the proposed Special Use conforms to all existing Federal, State and local legislation and regulation and meets or exceeds all applicable provisions of this Title, except as may be varied pursuant to a Special Use for Planned Unit Development.

The redevelopment will conform to all regulations except those pertaining to building height restriction and that no plat of subdivision is required to be submitted for the divisions of the property.

iv. The proposed PUD will be beneficial to the physical development, diversity, tax base and economic well-being of the City.

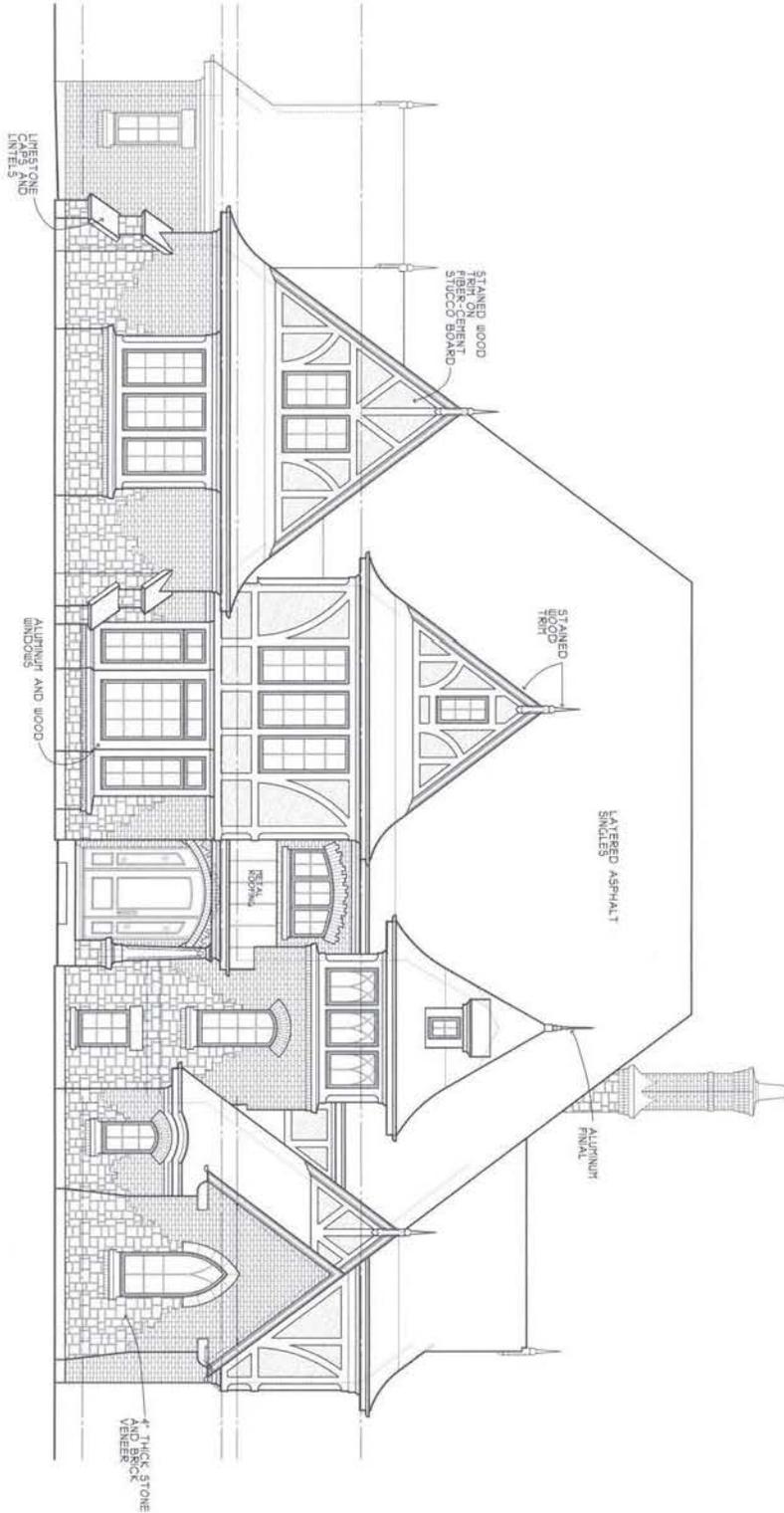
The PUD will enable improvement of infill property near the entrance to the city that needs redevelopment; it will be compatible with adjacent land uses, and will raise the tax base with little additional burden to city infrastructure.

v. The proposed PUD conforms to the purposes and intent of the Comprehensive Plan.

As infill, the PUD is consistent with the Comprehensive Plan.

EXHIBIT "C"

**PUD PRELIMINARY PLAN
(13 Pages)**



FRONT ELEVATION
SCALE 1/8" = 1'-0"

1

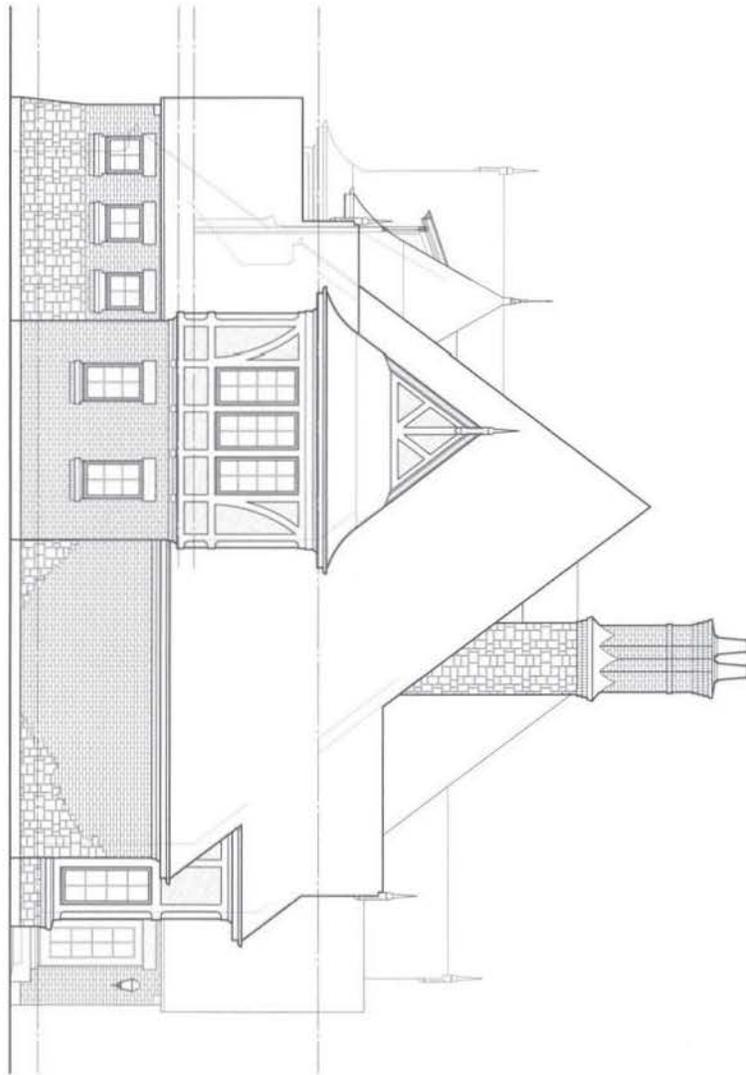
HILLCROFT HOUSE 2
GENEVA ROAD, ST. CHARLES, IL
AVONDALE CUSTOM HOMES

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MARSHALL ARCHITECTS

802 E. Main Street
St. Charles, Illinois 60104
Phone: 630.584.7820
Fax: 630.584.7822



RIGHT SIDE ELEVATION
SCALE: 1/8" = 1'-0"



HILLCROFT HOUSE 2
GENEVA ROAD, ST. CHARLES, IL
AVONDALE CUSTOM HOMES

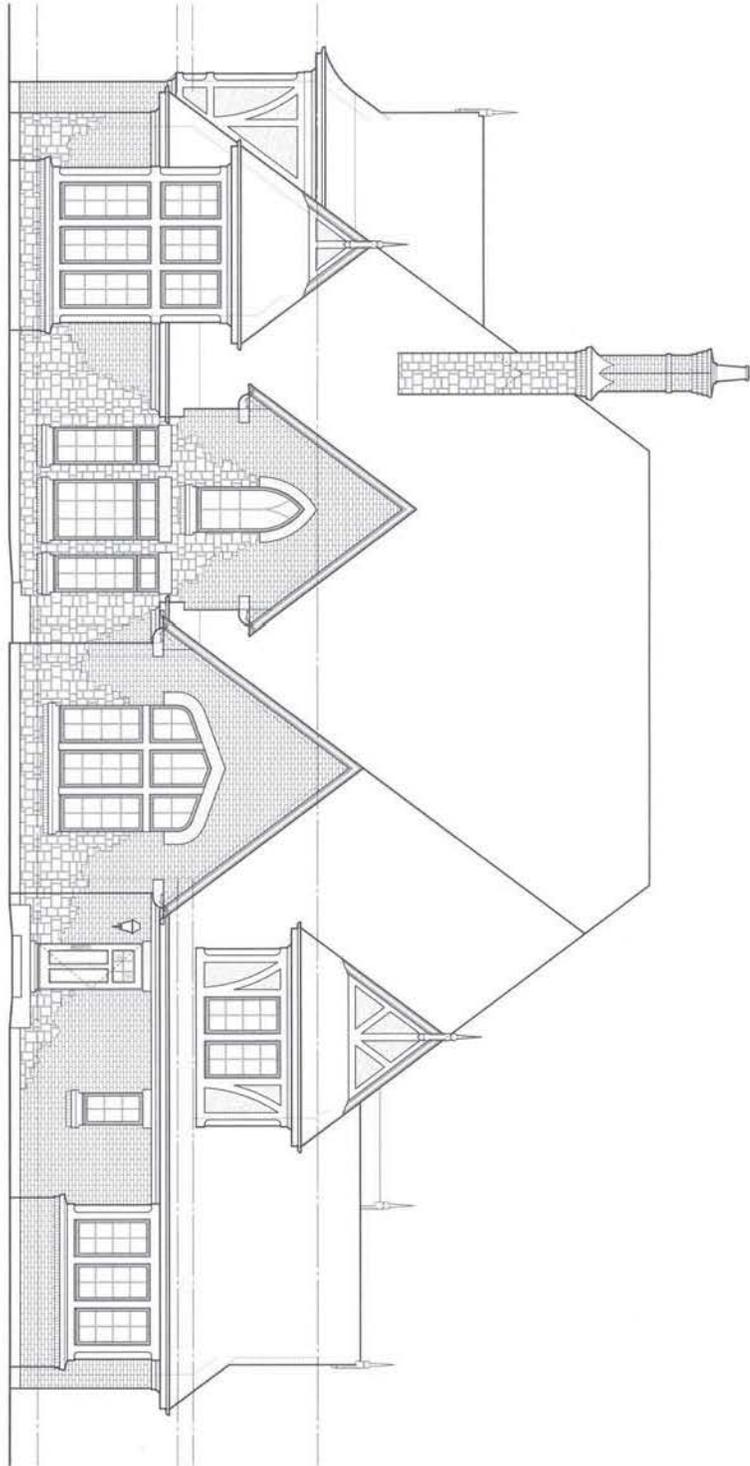
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902 E. Main Street
St. Charles, Illinois
60101-7000
Phone: 636.264.7000
Fax: 636.264.7002

MARSHALL ARCHITECTS



REAR ELEVATION
SCALE: 1/8" = 1'-0"

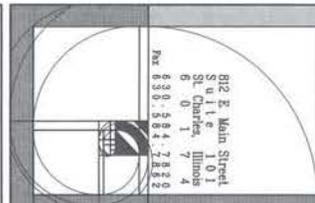
3

HILLCROFT HOUSE 2
GENEVA ROAD, ST. CHARLES, IL
AVONDALE CUSTOM HOMES

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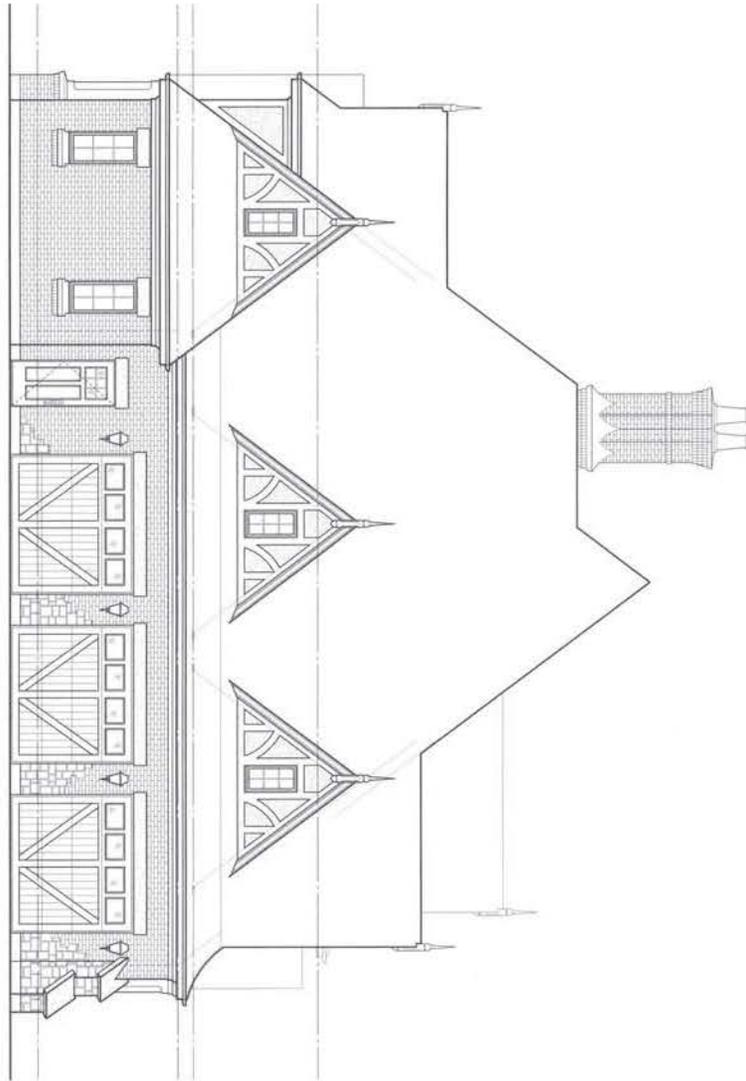
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MARSHALL ARCHITECTS

812 E. Main Street
St. Charles, Illinois
60101-7074
Tel: 630.584.7828
Fax: 630.584.7822



LEFT SIDE ELEVATION
SCALE 1/8" = 1'-0"

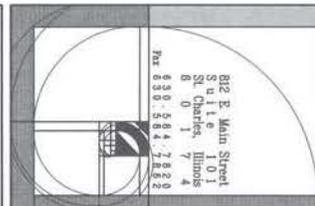


HILLCROFT HOUSE 2
GENEVA ROAD, ST. CHARLES, IL
AVONDALE CUSTOM HOMES

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MARSHALL ARCHITECTS

812 E. Main Street
St. Charles, IL 601
601 774
601 584 7820
Fax 601 584 7822

Tree Inventory and Preservation Plan

1147 Geneva Road

St. Charles, Illinois

Prepared By

Andrew Lueck

Registered Consulting Arborist #560

ISA Certified Arborist # IL-4641A



Tree Protection Zone shown on the "Preliminary Topographical Site Development & Tree Preservation Plan" by Engineering Resource Associates, revisions dated 6/15/2017 shall be used in lieu of the Tree Protection Zone marked on this survey.

PLAT OF SURVEY

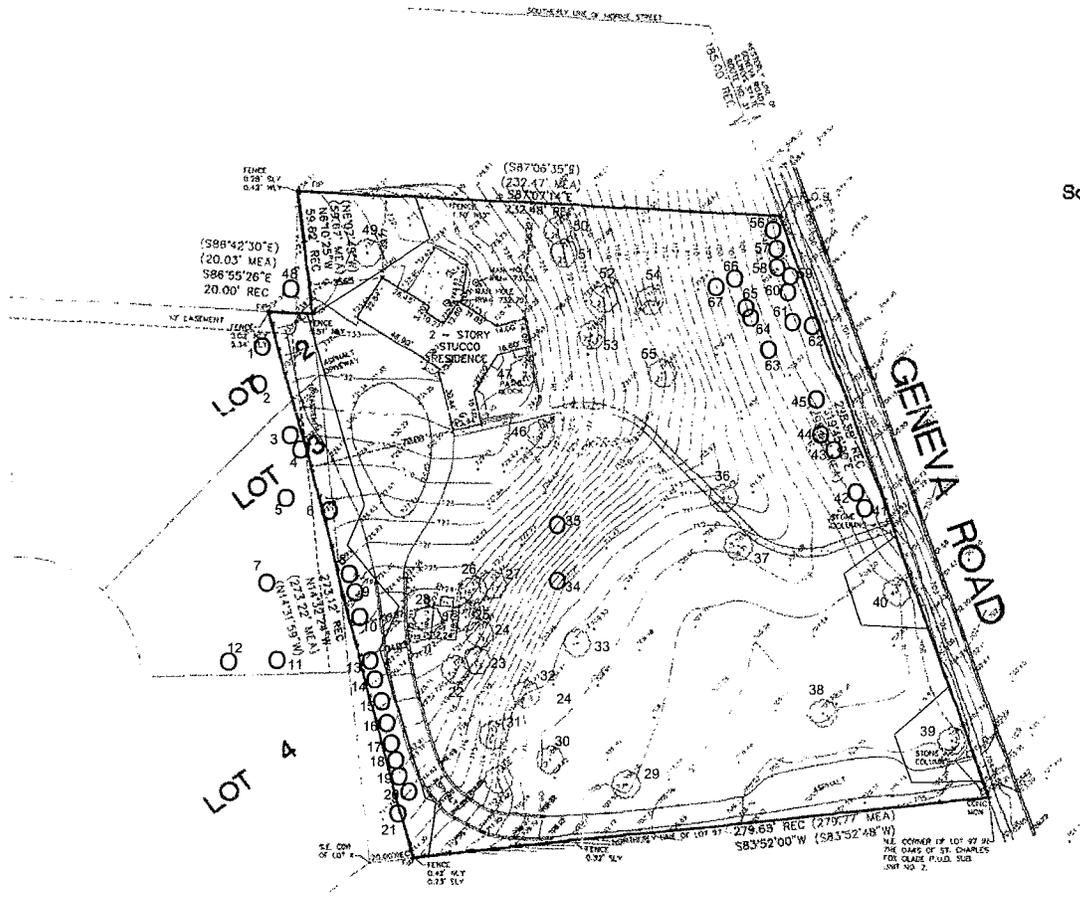
DALE FLOYD LAND SURVEYING

2600 Keallinger Road, Suite 15
 Geneva, Illinois 60134
 Phone: (630)232-7705 Fax: (630)232-7725

THAT PART OF LOTS 2 AND 3 IN BLOCK 1, FOX GLADE P.U.D. SUBDIVISION, UNIT NO. 1, ST. CHARLES, KANE COUNTY, ILLINOIS, AND PART OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY LINE OF GENEVA ROAD (ILLINOIS STATE ROUTE NO. 31) THAT IS 185 FEET SOUTHERLY OF THE SOUTHERLY LINE OF HORNE STREET, AS SHOWN ON THE PLAT OF RIVERVIEW ADDITION (MEASURED ALONG SAID WESTERLY LINE); THENCE SOUTH 19 DEGREES, 45 MINUTES, 0 SECONDS EAST ALONG SAID WESTERLY LINE 298.58 FEET TO A NORTHEAST CORNER OF LOT 97 IN THE OAKS OF ST. CHARLES, FOX GLADE P.U.D. SUBDIVISION, UNIT NO. 2, ST. CHARLES, KANE COUNTY, ILLINOIS; THENCE SOUTH 83 DEGREES, 52 MINUTES, 0 SECONDS WEST ALONG A NORTHERLY LINE OF SAID LOT 97, 279.68 FEET TO A POINT THAT IS 20.0 FEET NORTH 83 DEGREES, 52 MINUTES, 0 SECONDS EAST OF THE SOUTHEAST CORNER OF LOT 4 IN BLOCK 1 IN FOX GLADE P.U.D. SUBDIVISION, UNIT NO. 1, THENCE NORTH 14 DEGREES, 32 MINUTES, 24 SECONDS WEST 273.12 FEET TO A POINT ON THE NORTH LINE OF LOT 2 IN SAID BLOCK 1 THAT IS 20.0 FEET NORTH 86 DEGREES, 55 MINUTES, 24 SECONDS WEST OF THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 86 DEGREES, 55 MINUTES, 26 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 2, 20.0 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE NORTH 6 DEGREES, 10 MINUTES, 25 SECONDS WEST ALONG THE EASTERLY LINE EXTENDED NORTHERLY OF SAID BLOCK 1, 59.62 FEET TO A LINE DRAWN NORTH 87 DEGREES, 07 MINUTES, 14 SECONDS WEST PARALLEL WITH THE SOUTHERLY LINE OF SAID HORNE STREET FROM THE POINT OF BEGINNING, THENCE SOUTH 87 DEGREES, 07 MINUTES, 14 SECONDS EAST PARALLEL WITH SAID SOUTHERLY LINE 232.48 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.
 COMMONLY KNOWN AS: 1147 GENEVA ROAD, ST. CHARLES, ILLINOIS.



Scale: 1" = 40'



UPDATE: 8-17-2003 ADDED TOPOGRAPHY

NOTE: This professional service conforms to the current Illinois minimum standards for a boundary survey.

Compare all points before building by same and at once report any difference

Structure located 8-9-2003
Dale Floyd
 Illinois Professional Land Surveyor No. 035-002876
 Job No. 000603-1



State of Illinois SS
 County of Kane
 I, DALE A. FLOYD, do hereby certify that the above described property has been surveyed under my supervision, in the manner represented on the plat hereon drawn.
 Dimensions are shown in feet and decimal parts thereof.
 Geneva, Illinois 9-23 A.D. 2003
Dale Floyd
 Illinois Professional Land Surveyor No. 035-002876

License expiration date 11-30-2004

ID	DBH	Other Stems	Common	Scientific	Cond.	R	RP	CP	PF	M	I	Notes
1	6		Hackberry	<i>Celtis occidentalis</i>	Good			x	x	x	x	Lean over drive
2	14		Bur oak	<i>Quercus macrocarpa</i>	Good		x	x	x	x	x	5' lean over fence
3	22		White oak	<i>Quercus alba</i>	Good		x	x	x	x	x	15' lean over drive.
4	12		Red oak	<i>Quercus rubra</i>	Fair		x	x	x	x	x	Joined at base with #3
5	20		Linden	<i>Tilia americana</i>	Good		x	x	x	x	x	
6	30		Red oak	<i>Quercus rubra</i>	Good		x	x	x	x	x	Crown to middle of circle. 12' drive clearance
7	24		Red oak	<i>Quercus rubra</i>	Fair		x	x	x	x	x	Not over drive
8	8		Redcedar	<i>Juniperus virginiana</i>	Fair			x	x	x	x	
9	7		Redcedar	<i>Juniperus virginiana</i>	Fair			x	x	x	x	
10	32		Red oak	<i>Quercus rubra</i>	Fair		x	x	x	x	x	Slight lean away from drive. 14' over fence
11	10		White pine	<i>Pinus strobus</i>	Good							
12	16		Norway maple	<i>Acer platanoides</i>	Good							
13	6	4,4	Redcedar	<i>Juniperus virginiana</i>	Fair			x	x	x	x	
14	7	4,4,4	Redcedar	<i>Juniperus virginiana</i>	Fair			x	x	x	x	
15	7	6,4,3	Redcedar	<i>Juniperus virginiana</i>	Fair			x	x	x	x	
16	8	5,4,4	Redcedar	<i>Juniperus virginiana</i>	Fair			x	x	x	x	
17	7	6,4,3	Redcedar	<i>Juniperus virginiana</i>	Fair			x	x	x	x	
18	7	6	Redcedar	<i>Juniperus virginiana</i>	Poor			x	x	x	x	
19	7	6,3	Redcedar	<i>Juniperus virginiana</i>	Fair			x	x	x	x	
20	6	5,3	Redcedar	<i>Juniperus virginiana</i>	Fair			x	x	x	x	
21	26		Red Oak	<i>Quercus rubra</i>	Good		x	x	x	x	x	25' over fence. 15' height over fence
22	15		Arborvitae	<i>Thuja occidentalis</i>	Fair	x						
23	12	9	Arborvitae	<i>Thuja occidentalis</i>	Fair	x						Bad junction
24	14	12	Arborvitae	<i>Thuja occidentalis</i>	Fair	x						Bad junction
25	8	6	Arborvitae	<i>Thuja occidentalis</i>	Fair	x						
26	13	8,7,4	Arborvitae	<i>Thuja occidentalis</i>	Fair	x						
27	7	6,4,4	Arborvitae	<i>Thuja occidentalis</i>	Fair	x						
28	18		Red oak	<i>Quercus rubra</i>	Poor	x						Large wound/decay at base
29	10		Norway maple	<i>Acer platanoides</i>	Fair	x						Wound/decay in stem
30	17		Norway spruce	<i>Picea abies</i>	Good	x						Must remove due to LOD. Will be replaced with hackberry
31	13		White spruce	<i>Picea glauca</i>	Fair	x						
32	17		Norway spruce	<i>Picea abies</i>	Fair	x						Large girdling root
33	16		Norway spruce	<i>Picea abies</i>	Good	x						

ID	DBH	Other Stems	Common	Scientific	Cond.	R	RP	CP	PF	M	I	Notes
34	6	5,5,4,4,3	Amur maple	<i>Acer ginnala</i>	Poor	x						Heavy suckering
35	6	5,5,4,4,3	Redbud	<i>Cercis canadensis</i>	Fair	x						
36	15		Linden	<i>Tilia americana</i>	Fair	x						
37	14		Austrian pine	<i>Pinus nigra</i>	Fair	x						Moderate diplodia
38	26		Norway maple	<i>Acer platanoides</i>	Poor	x						Poor structure. Dead limbs. Stem crack
39	37		Red oak	<i>Quercus rubra</i>	Fair		x	x	x	x	x	
40	35		White oak	<i>Quercus alba</i>	Fair		x	x	x	x	x	
41	7		Mulberry	<i>Morus sp.</i>	Fair	x						
42	7		Black cherry	<i>Prunus serotina</i>	Fair	x						
43	8		Boxelder	<i>Acer negundo</i>	Fair	x						
44	10		Black cherry	<i>Prunus serotina</i>	Fair	x						
45	10		American elm	<i>Ulmus americana</i>	Fair	x						
46	12	10	Redbud	<i>Cercis canadensis</i>	Fair	x						
47	37		Bur oak	<i>Quercus macrocarpa</i>	Poor	x						Mostly dead
48	12		Hackberry	<i>Celtis occidentalis</i>	Good		x	x	x	x	x	Crown 8' over fence
49	27		White oak	<i>Quercus alba</i>	Good		x	x	x	x	x	
50	31		Bur oak	<i>Quercus macrocarpa</i>	Poor	x						Mostly dead
51	28		White oak	<i>Quercus alba</i>	Fair	x						1-sided to south
52	12		White pine	<i>Pinus strobus</i>	Good	x						Overtopped by oak
53	13		White pine	<i>Pinus strobus</i>	Good	x						
54	18		White pine	<i>Pinus strobus</i>	Good	x						
55	33		Norway spruce	<i>Picea abies</i>	Good	x						
56	8		Boxelder	<i>Acer negundo</i>	Fair	x						
57	9		Green ash	<i>Fraxinus pennsylvanica</i>	Dead	x						
58	15		Black cherry	<i>Prunus serotina</i>	Fair	x						
59	7		American elm	<i>Ulmus americana</i>	Fair	x						
60	9		Black cherry	<i>Prunus serotina</i>	Fair	x						
61	7		Green ash	<i>Fraxinus pennsylvanica</i>	Poor	x						50% Dead
62	13		Boxelder	<i>Acer negundo</i>	Fair	x						
63	12	8	Hemlock	<i>Tsuga canadensis</i>	Fair	x						
64	12		Hemlock	<i>Tsuga canadensis</i>	Fair	x						
65	6		American elm	<i>Ulmus americana</i>	Fair	x						
66	6		Hemlock	<i>Tsuga canadensis</i>	Fair	x						

ID	DBH	Other Stems	Common	Scientific	Cond.	R	RP	CP	PF	M	I	Notes
67	11		Hemlock	<i>Tsuga canadensis</i>	Fair	x						

Poor - The tree appears unhealthy and may have significant structural defects.

Fair - The tree has structural or health issues that could decrease likelihood of survival during construction

Good - Overall, the tree is healthy and satisfactory in condition and form. The tree has no major structural problems.

Actions:

R - Remove

M - Mulch

RP - Root Prune

I - Irrigate

P - Crown Prune

PF - Protection Fence

Recommendations

Tree protection zone - Defined for all trees within and adjacent to the construction zone as a radial distance of 1 foot per inch in tree diameter. **Temporary fencing** (4 feet high) shall be installed at the edge of all tree protection zones. Fence shall completely encircle the tree.

Activities prohibited within the Tree Protection Zone include:

- Parking vehicles or equipment, storage of building materials, refuse, or excavated soils, or dumping poisonous material on or around trees and roots. Poisonous materials include, but are not limited to paint, petroleum products, concrete, stucco mix, dirty water or any material that may be harmful to tree health.
- The use of tree trunks as a backstop, winch support, anchorage, as a temporary power pole, signpost or other similar function.
- Cutting of tree roots by utility trenching, foundation digging, placement of curbs and trenches, or other miscellaneous excavations without prior approval of the project arborist
- Soil disturbance, drainage or grade change.
- No machinery or equipment shall be used within the protection fence. Work within the protection zone shall be done manually.
- Removal of asphalt by any means other than by hand or with lightweight equipment that will not compact the soil or sever tree roots.

The following actions will be performed on an as-needed basis to help ensure tree health. All work should be done in accordance with applicable ANSI A300 Standards.

Removal: Trees will be removed if they cannot reasonably be expected to survive construction due to either poor health or proximity to construction activities.

Crown pruning - Trees will be pruned to promote health and proper structure and to provide clearance for construction activities. Tree crowns should be raised to allow clearance for construction activities. Dead limbs larger than 1 inch should be removed. Oak trees should be pruned from the months of October - March only to reduce risk of oak wilt transmission.

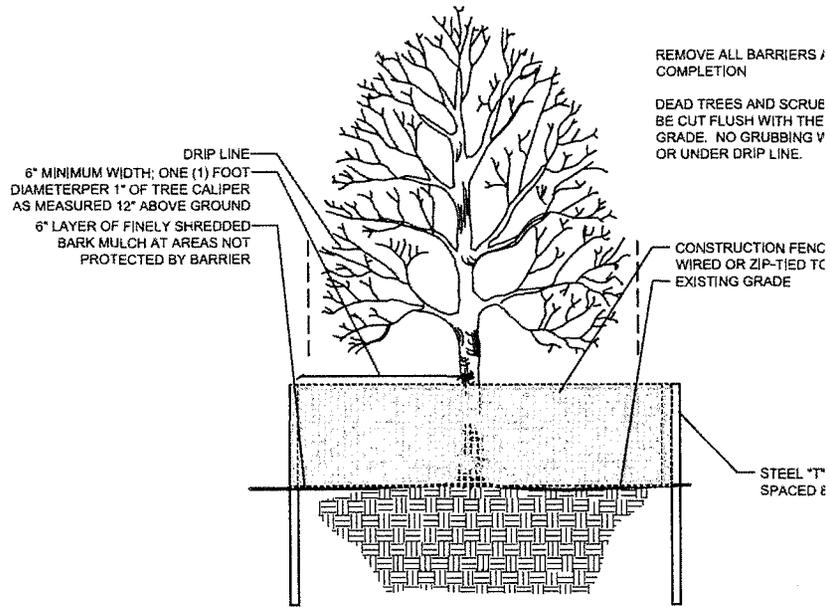
Root Pruning - Trees whose roots extend into the construction zone will have their roots pruned at the edge of the zone to prevent damage during construction. Root should be pruned to 18-24 inches below grade.

Irrigation - Trees will be irrigated before and during construction.

Mulch - Shredded hardwood, free of deleterious materials. Mulch should be spread within the TPZ prior to construction to a four to six inch depth, leaving the trunk clear of mulch. This will aid in inadvertent soil compaction and moisture loss.

Fertilization - Fertilization and other soil needs should be determined at a later date based on soil sampling and actual construction impacts.

Signage - Signs stating "No Entry, Tree Preservation Area" shall be placed along temporary fencing.



Sample specification for tree protection fencing.



Sample of tree preservation signage

State of Illinois)
)
) ss.
Counties of Kane and DuPage)

Certificate

I, CHUCK AMENTA, certify that I am the duly elected and acting Municipal City Clerk of the City of St. Charles, Kane and DuPage Counties, Illinois.

I further certify that on June 19, 2017, the Corporate Authorities of such municipality passed and approved Ordinance No. 2017-Z-15, entitled

"Motion to approve an Ordinance Amending Ordinance No. 2016-Z-6 (Hillcroft Estates PUD) and Granting Approval of a PUD Preliminary Plan for Hillcroft Estates, 1147 Geneva Road. "

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2017-Z-15, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on June 26, 2017, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

DATED at St. Charles, Illinois, this 19th day of June, 2017.



Municipal Clerk

(S E A L)



**MINUTES
CITY OF ST. CHARLES, IL
PLANNING AND DEVELOPMENT COMMITTEE
MONDAY, JULY 9, 2018 7:00 P.M.**

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

Members Absent: Lewis

Others Present: Mark Koenen, City Administrator; Rita Tungare, Director of Community & Economic Development; Peter Suhr, Director of Public Works; Russell Colby, Community Development Division Manager; Ellen Johnson, City Planner; Rachel Hitzemann, City Planner; Monica Hawk, Development Engineer; Bob Vann, Building & Code Enforcement Division Manager; Fire Chief Schelstreet, Asst. Chief Christensen, Police Chief Keegan

1. CALL TO ORDER

The meeting was convened by Chairman Bessner at 7:00 P.M.

2. ROLL CALLED

Roll was called:

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

Absent: Lewis

3. PUBLIC WORKS

- a. Review of Bids from Bid Package #2 for the Police Station Project – Information Only.

Mr. Suhr said we are a couple weeks ahead of our bidding schedule for bid package #2 and would like to award those bids at next Monday's City Council meeting. We are still in the process of reviewing the bids and interviewing the contractors to verify the scope and qualifying them, but we're pretty close to complete. We had a good start to bid package #2 with the precast concrete bid which was approved recently and was under our project estimate. We are hopeful to continue that trend for the remaining bids for #2-which includes: earthwork activation, pre-cast concrete, structural steel, roofing, glass and glazing, site utilities and cast in place concrete; especially considering that the project was trending about \$1 million over our project estimate a few months ago. However, at this time the remainder of the bids are about \$1.5 million dollars under the estimated cost of about \$5.8 million for this portion of the work. The due diligence over the past few months by our team to value engineer the project and perhaps some luck, has appeared to pay-off, during that timeframe we reduced project cost by over \$3million and are now in the position of being under our total project estimate as we get ready for final bid package #3, which will be ready for approval in October.

Chris Siefert-Riley Construction-926 North Shore Dr., Lake Bluff-bids were received 6/29 for concrete, steel, roofing, glazing, elevators, excavation, site utilities, as well as underground

storage tank removal. A total of 57 firms were solicited, 37 firms responded, the estimated value of that package is roughly \$7.5million, which includes the pre-cast which was previously accepted; that's just the raw numbers, that excludes the contingencies, bonds, fees. The approximate bid value is just over \$6million which is roughly \$1.5million under. He said they have a few scope reviews left which they will get to this week, they will then finalize the bid tabulations in a final presentation to share. He said there are several alternates the team has under consideration to ensure keeping the project within the budget constraint established by Council.

Those adds include:

- Additional rows of underground contention, which our team will be evaluating, roughly \$431,000.
- Maintenance bay at the sally port, it's just the structure and enclosure now, but that section was looked at as an alternate and he highly recommends the city consider it due its cost effectiveness at this point in time.
- Adding different finishes to the precast, whether its thin brick or a colored concrete mix; those may be prohibitive to us not only for cost but from schedule given the time of year, winter is coming a lot quicker than we think for construction.

Some minor deducts:

- Precast wall panel connections
- Alternate roof system, one step down would be a ballasted system, a pvc roof system would be a bit of an upgrade.
- Precast stairs in lieu of metal pan stairs, which makes it really quick for construction to get stairs in right away to have access to the 2nd floor right away.
- Continuing and extending the watermain on 14th St. to the north toward Main St. is an alternate they will be evaluating.

At this point in time we're in the middle of bidding package #2 and are celebrating what we wanted to do for structure and shell knowing the climate and the rhetoric that's out there with tariffs and other issues with material price increases; we've been pushing to get this done before any of those take effect, to get ready to start construction the first week of August; depending on the timing of the underground storage tank removal, with completion August, 2019.

Aldr. Lemke said in regard to the panels, will those be tip-ups for exterior walls, or are those for the floors. Mr. Siefert said those are for the tip-ups for the walls.

**Aldr. Stellato recused himself from item 4a at 7:08pm.*

4. COMMUNITY & ECONOMIC DEVELOPMENT

- a. Plan Commission recommendation to approve an Amendment to Special Use for Planned Unit Development and PUD Preliminary Plan for Hillcroft Estates, 1147 Geneva Rd.

Ms. Johnson said this is a 1.9 acre parcel on the west side of Geneva Rd., north of the Oakes townhomes. Last June a PUD Amendment was approved by the city for development of a single-family home on the property, with a building height in excess of the zoning standard; that home is currently under construction. Avondale Custom homes, the property owner, is proposing to add a second home on the southern half of the lot. They're requesting a PUD amendment to allow

division of the property into 2 parcels, doing so without providing a Plat of Subdivision through a Plat Act of Exemption. Each parcel will be just under 1acre in size and both parcels will be accessed from the shared drive off Geneva Rd. Plan Commission held a public hearing on June 5th and recommended approval subject to resolution of outstanding staff comments, also subject to widening the driveway as requested by the Fire dept. to retain the tree preservation zone along the west lot line. A revise plan has been submitted, the driveway has been widened and does preserve the tree line, and the Fire dept. has approved the new layout.

Aldr. Silkaitis said the staff report states that if we use this new procedure that they will not have to pay any land cash ordinance or inclusionary housing fees; is that correct. Ms. Johnson said yes that is correct, because a plat of subdivision would not be triggered, the city cannot require them to pay those fees. Aldr. Silkaitis said they are still building a house, therefor they will have students, should they be paying the fees. Ms. Johnson said this is a unique case, they are requesting a PUD deviation from the requirement to provide a plat of subdivision, which she doesn't believe the city has seen before, but the city attorney has said this is a request that can be made. Aldr. Silkaitis said he doesn't have a problem with the request, but he doesn't see how we can exempt them from paying these fees; it doesn't seem right to him and he wouldn't support it.

Aldr. Payleitner asked for an explanation as to why they are exempt. Ms. Johnson said there's a state statute, the plat act; if a property meets certain criteria they can be exempt from providing a plat of subdivision. As a home rule municipality the city is not required to recognize plat act exemptions, however through the PUD process the city attorney has weighed in that there is an opportunity to consider allowing a plat act exemption. Aldr. Payleitner said if another house was being built on an empty lot somewhere, would they be required to pay these fees. Ms. Johnson said typically we do not have single-family PUD's, but PUD aside, if a subdivision was required, they'd have to pay the fees.

Aldr. Lemke said he sees the Plan Commission was generally supportive, but he'd be nervous to do this again and in the future he'll hold to the land cash ordinance, and likewise.

Chairman Bessner asked if this would set any kind of precedent for the future. Ms. Johnson said potentially. Mr. Colby said yes it could for other similar developments; it would need to be a property that qualifies for the "plat act". Single lot splits of an individual parcel that hasn't been subdivided and is split into 2 lots, that qualifies for the plat act exemption. If it was a PUD and they made the request through the PUD to not provide a subdivision plat, similar to this scenario, that request would need to be considered, same as this request is being considered; it would have to be a PUD, it's unusual to have a PUD that's just a 2 lot subdivision; which is how this situation has come up.

Aldr. Payleitner asked if both properties will be exempt. Mr. Colby said fees were not paid on the existing house because it was a previously established lot or parcel that predates our current subdivision regulations. The fee would only come due on the one additional lot, if this was going to be platted through the subdivision process.

Aldr. Bancroft asked what the fee would be. Mr. Colby said it varies based on bedroom count, but it's in the range of up to \$20,000.

Aldr. Turner made a motion to approve an Amendment to Special Use for Planned Unit Development and PUD Preliminary Plan for Hillcroft Estates, 1147 Geneva Rd. Seconded by Aldr. Bancroft.

Roll was called:

Ayes: Turner, Bancroft, Gaugel, Vitek

Absent: Lewis

Recused: Stellato

Nays: Silkaitis, Payleitner, Lemke

Motion carried 4-3

- b. Plan Commission recommendation to approve a Preliminary Plat of Subdivision for Replat of LeRoy Oakes Resubdivision.

Ms. Johnson said this is the 4th and final building pad in the LeRoy Oakes Business Park, located on Dean St. west of Randall Rd. The rest of the business park which includes 3 office buildings was constructed in 2006-2007; the park was platted as a single lot and is under common ownership with the individual units within the buildings under condo ownership. Max Bosso of Ryan Companies has requested approval of preliminary plat to create a separate lot for the remaining building pad; a medical office will be constructed on the lot and will be under separate ownership from the rest of the park. The proposed lot is 34,000 sq. ft. which covers the building footprint, landscape areas and the front drive, the building is about 23,000 sq. ft., a portion of the stormwater detention facility will be vacated to allow the paving area to be extended to the south. Plan Commission recommended approval subject to resolution of outstanding staff comments, as well as providing a fence around the detention pond perimeter; revised plans have been submitted showing that fence around the perimeter of the pond.

Aldr. Stellato made a motion to approve a Preliminary Plat of Subdivision for Replat of LeRoy Oakes Resubdivision. Seconded by Aldr. Turner. Approved unanimously by voice vote. Motion carried 8-0.

- c. Recommendation to approve a Minor Change to PUD Preliminary Plan for Anthony Place at Prairie Centre PUD.

Mr. Colby said GC Housing Development, LLC is requesting the minor change which includes:

- Connecting 2 planned building footprints together into a single structure with a central covered entry way.
- Relocating the garage access points to the ends of the building.
- Changing the structure from 3.5 to 4 stories so the parking and lowest level would be at grade as opposed to partially below grade.

The PUD Ordinance anticipated that the buildings could be connected in the manner that's proposed, however the PUD does suggest that the connecting portion of the building be recessed or bumped in, as opposed to bumped out, which is being proposed in the plans where there's a connecting tower element between the 2 buildings. Staff believes the design as proposed along with the addition of the covered entry way provides the desired visual break between the 2 buildings along the face. Staff has reviewed the application and determined the minor change

complies with the PUD standards and a representative from Shodeen and GC Development are present for questions.

Aldr. Bancroft made a motion to approve a Minor Change to PUD Preliminary Plan for Anthony Place at Prairie Centre PUD. Seconded by Aldr. Stellato. Approved unanimously by voice vote. Motion carried 8-0.

- d. Plan Commission recommendation to approve a Final Plat of Subdivision (Minor Subdivision) for Prairie Centre PUD- Final Plat of Resubdivision No. 1.

Mr. Colby said this is to create a building lot for the Anthony Place development; the entire Prairie Centre site was platted earlier this year in accordance with the PUD Ordinance and resubdivisions can be considered for individual buildings as proposed by the developer. The proposed lot complies with the PUD standards and Plan Commission recommends approval.

Aldr. Stellato made a motion to approve a Final Plat of Subdivision (Minor Subdivision) for Prairie Centre PUD- Final Plat of Resubdivision No. 1. Seconded by Aldr. Bancroft. Approved unanimously by voice vote. Motion carried 8-0.

- e. Recommendation to approve a Minor Change to PUD Preliminary Plan for Fiore Salon Suites, Tyler & 64 Business Park PUD Lot 2.

Ms. Johnson said plans were approved last year to construct a clinic on the property and the building has been partially constructed at this point. The property owner is Vince Fiore, he has applied for a Minor Change requesting approval of some modifications to the approved plans, including use of fiber cement siding on the exterior instead of brick, change in design of the entrance columns, removal of some of the doors and relocation of others and removal of some planting along the north wall. Staff determined that the proposal complies with the PUD and code standards and recommends approval.

Aldr. Turner made a motion to approve a Minor Change to PUD Preliminary Plan for Fiore Salon Suites, Tyler & 64 Business Park PUD Lot 2. Seconded by Aldr. Stellato. Approved unanimously by voice vote. Motion carried 8-0.

5. ADDITIONAL BUSINESS-None.

6. 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)

7. ADDITIONAL ITEMS FROM MAYOR, COUNCIL, STAFF OR CITIZENS.

8. **ADJOURNMENT- Aldr. Lemke made a motion to adjourn at 7:19 pm. Seconded by Aldr. Bancroft. Approved unanimously by voice vote. Motion Carried 8-0.**