

**AGENDA**  
**ST. CHARLES CITY COUNCIL MEETING**  
**LORA A. VITEK, MAYOR**  
**TUESDAY, FEBRUARY 21, 2023 – 7:00 P.M.**  
**CITY COUNCIL CHAMBERS**  
**2 E. MAIN STREET**

1. Call to Order.
2. Roll Call.
3. Invocation.
4. Pledge of Allegiance.
5. Presentations
6. **Omnibus Vote.** Items with an asterisk (\*) are considered to be routine matters and will be enacted by one motion. There will be no separate discussion on these items unless a council member/citizen so requests, in which event the item will be removed from the consent agenda and considered in normal sequence on the agenda.
- \*7. Motion to accept and place on file minutes of the regular City Council meeting held February 6, 2023.
- \*8. Motion to approve and authorize issuance of vouchers from the Expenditure Approval List for the period of 1/23/2023 – 2/5/2023 in the amount of \$2,731,633.20.

**I. Old Business**

- A. None

**II. New Business**

- A. None

**III. Committee Reports**

A. Government Operations

- \*1. Motion to approve Street Parking Closures for the “Paint the Riverside Event” being held by the St. Charles Arts Council on Saturday, May 13, 2023.

- \*2. Motion to approve an **Ordinance** Amending Title 3, “Revenue and Finance,” Chapter 3.36, “Home Rule Municipal Retailers’ and Service Occupation Tax,” of the City of St. Charles Municipal Code.
- \*3. Motion to approve a **Resolution** Authorizing an Intergovernmental Agreement between the City of St. Charles and the St. Charles Park District for the Participation in the Intergovernmental Personnel Benefit Cooperative.
- \*4. Motion to accept and place on file minutes of the January 17, 2023 Government Operations Committee meeting.

**B. Government Services**

- 1. Motion to Approve a **Resolution** to Award the Bid for East Parking Deck Maintenance.

**C. Planning and Development**

- 1. Motion to authorize and direct the City Attorney to terminate the Agreement with STC LOT 4, LLC for the Redevelopment Agreement (Building 8, First Street Redevelopment Project) in 90 days if the developer has not satisfied the “Closing Contingencies” and Closed as provided for under the Redevelopment Agreement.
- \*2. Motion to accept and place on file Historic Preservation Commission Resolution No. 1-2023 A Resolution Recommending Approval for Landmark Designation (17 N 2nd Ave. – John Glos House).
- \*3. Motion to approve An **Ordinance** Designating Certain Property as a Historic Landmark (17 N. 2nd Ave.- John Glos House).
- \*4. Motion to accept and place on file minutes of the February 13, 2023 Planning & Development Committee meeting.

**9. Public Comment**

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

**11. Executive Session**

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

## **12. Adjournment**

### ***ADA Compliance***

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

**MINUTES**  
**ST. CHARLES CITY COUNCIL MEETING**  
**LORA A. VITEK, MAYOR**  
**MONDAY, FEBRUARY 6, 2023 – 7:00 P.M.**  
**CITY COUNCIL CHAMBERS**  
**2 E. MAIN STREET**

**1. Call to Order.**

The meeting was called to order by Mayor Vitek at 7:00 pm.

**2. Roll Call.**

**Present:** Ald. Silkaitis, Ald. Kalamaris, Ald. Payleitner, Ald. Bongard, Ald. Bancroft,  
Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber

**Absent:** Ald. Lencioni

**3. Invocation by Ald. Pietryla**

**4. Pledge of Allegiance.**

- Cub Scout Pack #801 from Bell Graham Elementary School

**5. Presentations**

- Black History Month Proclamation

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

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

**Roll Call Vote:** Ayes: Ald. Silkaitis, Ald. Kalamaris, Ald. Payleitner, Ald. Bongard, Ald. Bancroft, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.  
Motion Carried

**\*7. Motion by Ald. Bancroft second by Ald. Bessner to accept and place on file minutes of the regular City Council meeting held January 17, 2023.**

**Roll Call Vote:** Ayes: Ald. Silkaitis, Ald. Kalamaris, Ald. Payleitner, Ald. Bongard, Ald. Bancroft, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.  
Motion Carried

- \*8. Motion by Ald. Bancroft second by Ald. Bessner to approve and authorize issuance of vouchers from the Expenditure Approval List for the period of 1/9/2023 – 1/22/2023 in the amount of \$5,884,865.87.**

**Roll Call Vote:** Ayes: Ald. Silkaitis, Ald. Kalamaris, Ald. Payleitner, Ald. Bongard, Ald. Bancroft, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.  
Motion Carried

## **I. Old Business**

- A. None

## **II. New Business**

- A. None

## **III. Committee Reports**

### **A. Government Operations**

- \*1. Motion by Ald. Bancroft second by Ald. Bessner to approve an **Ordinance 2023-M-3** Amending Title 5 “Business Licenses and Regulations”, Chapter 5.08 “Alcoholic Beverages”, Sections 5.08.090 “License – Classifications” and 5.08.100 “License Fees” of the St. Charles Municipal Code.**

**Roll Call Vote:** Ayes: Ald. Silkaitis, Ald. Kalamaris, Ald. Payleitner, Ald. Bongard, Ald. Bancroft, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.  
Motion Carried

- \*2. Motion by Ald. Bancroft second by Ald. Bessner to approve a Proposal for a D-8 Liquor License Application for Knead, LLC dba Fox Den Cooking Located at 131 S. First St., St. Charles.**

**Roll Call Vote:** Ayes: Ald. Silkaitis, Ald. Kalamaris, Ald. Payleitner, Ald. Bongard, Ald. Bancroft, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.  
Motion Carried

- \*3. Motion by Ald. Bancroft second by Ald. Bessner to approve a Proposal for an A-6 Liquor License Application for Krishudha Ohm LLC dba BP Gas Station Located at 1660 W. Main St., St. Charles.

**Roll Call Vote:** Ayes: Ald. Silkaitis, Ald. Kalamaris, Ald. Payleitner, Ald. Bongard, Ald. Bancroft, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.  
Motion Carried

- \*4. Motion by Ald. Bancroft second by Ald. Bessner to approve a **Resolution 2023-5** to authorize staff to award MCCi, LLC an annual contract for Laserfiche support and maintenance for \$29,519.

**Roll Call Vote:** Ayes: Ald. Silkaitis, Ald. Kalamaris, Ald. Payleitner, Ald. Bongard, Ald. Bancroft, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.  
Motion Carried

- 5. Motion by Ald. Silkaitis second by Ald. Wirball to approve a **Resolution 2023-6** to authorize a Microsoft Enterprise Agreement subscription from Dell Marketing LP in the amount of \$236,478.

**Roll Call Vote:** Ayes: Ald. Silkaitis, Ald. Kalamaris, Ald. Bongard, Ald. Bancroft, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None; Abstain: Ald. Payleitner  
Motion Carried

- \*6. Motion by Ald. Bancroft second by Ald. Bessner to approve an **Ordinance 2023-M-4** of the City of St. Charles, Kane and DuPage Counties, Illinois, Approving a Tax Increment Redevelopment Plan and Redevelopment Project for The Pheasant Run Redevelopment Project Area.

**Roll Call Vote:** Ayes: Ald. Silkaitis, Ald. Kalamaris, Ald. Payleitner, Ald. Bongard, Ald. Bancroft, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.  
Motion Carried

- \*7. Motion by Ald. Bancroft second by Ald. Bessner to approve an **Ordinance 2023-M-5** of the City of St. Charles, Kane And DuPage Counties, Illinois, Designating the Pheasant Run Redevelopment Project Area of said City A Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act.

**Roll Call Vote:** Ayes: Ald. Silkaitis, Ald. Kalamaris, Ald. Payleitner, Ald. Bongard, Ald. Bancroft, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.  
Motion Carried

- \*8. Motion by Ald. Bancroft second by Ald. Bessner to approve an **Ordinance 2023-M-6** of the City of St. Charles, Kane And DuPage Counties, Illinois, Adopting Tax Increment Allocation Financing for the Pheasant Run Redevelopment Project Area.

**Roll Call Vote:** Ayes: Ald. Silkaitis, Ald. Kalamaris, Ald. Payleitner, Ald. Bongard, Ald. Bancroft, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.  
Motion Carried

- \*9. Motion by Ald. Bancroft second by Ald. Bessner to accept and place on file minutes of the January 17, 2023 Government Operations Committee meeting.

**Roll Call Vote:** Ayes: Ald. Silkaitis, Ald. Kalamaris, Ald. Payleitner, Ald. Bongard, Ald. Bancroft, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.  
Motion Carried

**B. Government Services**  
None

**C. Planning and Development**

- \*1. Motion by Ald. Bancroft second by Ald. Bessner to accept and place on file minutes of the January 9, 2023 Planning & Development Committee meeting.

**Roll Call Vote:** Ayes: Ald. Silkaitis, Ald. Kalamaris, Ald. Payleitner, Ald. Bongard, Ald. Bancroft, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.  
Motion Carried

**9. Public Comment**

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

- Mayor Vitek wished Larry Gunderson a Happy Birthday.
- Mayor Vitek wished all a Happy Valentine's Day.
- Mayor Vitek also stated that February is Children's Dental Health month.

**11. No Executive Session**

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

**12. Adjournment**

Motion by Ald. Lencioni, second by Ald. Pietryla to adjourn the meeting at 7:08pm.

**Roll Call Vote:** Ayes: Ald. Silkaitis, Ald. Kalamaris, Ald. Payleitner, Ald. Bongard, Ald. Bancroft, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.  
Motion Carried

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Nancy Garrison, City Clerk

CERTIFIED TO BE A TRUE COPY OF ORIGINAL

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Nancy Garrison, City Clerk



2/10/2023

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

1/23/2023 - 2/5/2023

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT PROC</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
112	ATHLETICO LTD			172.00	01/26/2023	23255	INVOICE # 23255
				172.00	01/26/2023	6493	INVOICE 6493
	<b>ATHLETICO LTD Total</b>			<b>344.00</b>			
114	ST CHARLES ACE LLC						
			115521	16.50	01/26/2023	83447/3	MISC FASTENERS
			115521	6.49	01/26/2023	83465/3	MISC FASTENERS SUPPLIES
			115521	12.21	01/26/2023	83473/3	MISC FASTENERS
	<b>ST CHARLES ACE LLC Total</b>			<b>35.20</b>			
139	AFLAC						
				19.80	01/27/2023	ACAN230127155559FI	AFLAC Cancer Insurance
				14.34	01/27/2023	ACAN230127155559PI	AFLAC Cancer Insurance
				32.73	01/27/2023	ACAN230127155559PV	AFLAC Cancer Insurance
				25.20	01/27/2023	ADIS230127155559FD	AFLAC Disability and STD
				62.20	01/27/2023	ADIS230127155559PD	AFLAC Disability and STD
				8.10	01/27/2023	AHIC230127155559FD	AFLAC Hospital Intensive Care
				86.57	01/27/2023	APAC230127155559FI	AFLAC Personal Accident
				88.14	01/27/2023	APAC230127155559PI	AFLAC Personal Accident
				82.86	01/27/2023	APAC230127155559PV	AFLAC Personal Accident
				17.04	01/27/2023	ASPE230127155559PV	AFLAC Specified Event (PRP)
				22.06	01/27/2023	AVOL230127155559PI	AFLAC Voluntary Indemnity
				21.46	01/27/2023	AVOL230127155559PV	AFLAC Voluntary Indemnity
	<b>AFLAC Total</b>			<b>480.50</b>			
145	AIR ONE EQUIPMENT INC						
			115528	165.00	01/26/2023	188905	AIR QUALITY TESTING
			117453	39.20	01/26/2023	188941	AKRON BRASS HANDLE/PIN RC
			117598	1,069.90	01/26/2023	188987	GEAR REPAIR
	<b>AIR ONE EQUIPMENT INC Total</b>			<b>1,274.10</b>			
149	ALARM DETECTION SYSTEMS INC						
				521.79	01/26/2023	46090-1201	QTR CHARGES FEB-APR

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	STAT PROC					
	ALARM DETECTION SYSTEMS INC Total		<u>521.79</u>			
221	ANDERSON PEST CONTROL		681.40	01/26/2023	30758815	COMMERCIAL SERVICE BILLING
	ANDERSON PEST CONTROL Total		<u>681.40</u>			
250	ARCHON CONSTRUCTION CO					
		117474	16,385.61	01/26/2023	221034P	KAUTZ RD WORK
		117858	20,936.80	01/26/2023	221099F	BORING DELNOR AND 5TH AVE
		117741	11,049.25	01/26/2023	22970F	DIRECTIONAL BORE
		117302	3,925.00	01/26/2023	22997F	DIRECTIONAL BORED INSTALL
	ARCHON CONSTRUCTION CO Total		<u>52,296.66</u>			
254	ARISTA INFORMATION SYSTEMS INC					
		115765	7,318.53	01/26/2023	INV-AIS-0006756	UB BILLING AND POSTAGE DEC
	ARISTA INFORMATION SYSTEMS INC Total		<u>7,318.53</u>			
279	ATLAS CORP & NOTARY SUPPLY CO					
			25.90	01/26/2023	011823	NOTARY STAMP RICH CLARK
	ATLAS CORP & NOTARY SUPPLY CO Total		<u>25.90</u>			
284	AT&T					
			78.53	01/26/2023	109916878/010823	INTERNET SERVICE
	AT&T Total		<u>78.53</u>			
285	AT&T					
			1,308.08	01/26/2023	6249055707	ACCT: 831-001-0978-608
			1,308.08	01/26/2023	6468684709	MONTHLY BILLING
	AT&T Total		<u>2,616.16</u>			
305	BADGER METER INC					
		116975	6,131.89	01/26/2023	1546110	METERS
		116949	2,625.00	01/26/2023	1549435	ON SITE TRAINING
	BADGER METER INC Total		<u>8,756.89</u>			
338	AIRGAS INC					
		117815	622.10	01/26/2023	9133593918	AIRGAS HAZMAT
	AIRGAS INC Total		<u>622.10</u>			
364	STATE STREET COLLISION					
		117744	1,547.26	01/26/2023	010323	REPAIR PD VEH 2019 FORD

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT</u>	<u>PROC</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	STATE STREET COLLISION Total				<u>1,547.26</u>			
372	BLUFF CITY MATERIALS			116029	2,876.80	01/26/2023	443027	MIXED LOADS
				116029	120.00	01/26/2023	443152	STOCKPILE
	BLUFF CITY MATERIALS Total				<u>2,996.80</u>			
382	BOUND TREE MEDICAL LLC			117848	345.29	01/26/2023	84818824	DEFIB PADS
				117867	420.00	01/26/2023	84820668	INVENTORY ITEMS
	BOUND TREE MEDICAL LLC Total				<u>765.29</u>			
466	CCMSI				1,750.00	01/26/2023	0145117-IN	CLAIMS ADMIN FEE 12/1-5/31/23
	CCMSI Total				<u>1,750.00</u>			
506	CHICAGO COMMUNICATIONS LLC			117623	635.00	01/26/2023	341054	PARTS AND LABOR
	CHICAGO COMMUNICATIONS LLC Total				<u>635.00</u>			
514	DAWN CHURNEY				500.00	01/26/2023	012523	WELLNESS INCENTIVE REIMBL
	DAWN CHURNEY Total				<u>500.00</u>			
518	CLERK OF THE 18TH				300.00	01/26/2023	011823	BAIL BOND LANESHA WILLIAMS
					375.00	01/26/2023	012323	BAIL BOND MENDOZA GOMEZ
	CLERK OF THE 18TH Total				<u>675.00</u>			
564	COMCAST OF CHICAGO INC				10.53	01/26/2023	011623FD	ACCT: 8771-20-044-0113831
	COMCAST OF CHICAGO INC Total				<u>10.53</u>			
683	DEMAR TREE & LANDSCAPE SVC			115810	8,856.00	01/26/2023	7963	STREET SERVICES-ELECTRIC I
	DEMAR TREE & LANDSCAPE SVC Total				<u>8,856.00</u>			
716	DIXON ENGINEERING INC			117404	12,474.00	01/26/2023	23-0073	GAL RESERVOIR-TANK 1 E 37TI
	DIXON ENGINEERING INC Total				<u>12,474.00</u>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	STAT PROC					
762	DUPAGE COUNTY RECORDER		84.00	01/26/2023	40468705	SUBDIVISION PLAT
	DUPAGE COUNTY RECORDER Total		<b>84.00</b>			
767	EAGLE ENGRAVING INC					
		117216	744.45	01/26/2023	2022-7514	HOLDER SERVICE SLIDE BARS
		115533	92.75	01/26/2023	2022-7715	FIRE DEPT UNIFORMS
		115534	20.40	01/26/2023	2022-8411	SIGNS ENGRAVED
	EAGLE ENGRAVING INC Total		<b>857.60</b>			
768	EAST JORDAN IRON WORKS INC					
		116518	7,710.20	01/26/2023	110230000295	INVENTORY ITEMS
	EAST JORDAN IRON WORKS INC Total		<b>7,710.20</b>			
789	ANIXTER INC					
		114092	5,380.00	01/26/2023	5126686-01	INVENTORY ITEMS
		117692	2,712.28	01/26/2023	5536128-00	INVENTORY ITEMS
		117692	5,260.00	01/26/2023	5536128-02	INVENTORY ITEMS
	ANIXTER INC Total		<b>13,352.28</b>			
820	ENVIRONMENTAL RESOURCE ASSOC					
		117986	609.84	01/26/2023	029791	POTABLEWATR COLIFORMS
	ENVIRONMENTAL RESOURCE ASSOC Total		<b>609.84</b>			
826	BORDER STATES INDUSTRIES INC					
		117788	414.26	01/26/2023	925561058	INVENTORY ITEMS
		117698	348.21	01/26/2023	925591716	INVENTORY ITEMS
		117853	156.70	01/26/2023	925591728	INVENTORY ITEMS
	BORDER STATES INDUSTRIES INC Total		<b>919.17</b>			
859	FEECE OIL CO					
		117866	438.90	01/26/2023	3948352	BLUE DEF EXHAUST FLUID
	FEECE OIL CO Total		<b>438.90</b>			
870	FIRE PENSION FUND					
			631.51	01/27/2023	FP1%230127155559FI	Fire Pension 1% Fee
			6,910.29	01/27/2023	FRP2230127155559FC	Fire Pension Tier 2
			12,511.05	01/27/2023	FRPN230127155559FI	Fire Pension
	FIRE PENSION FUND Total		<b>20,052.85</b>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT PROC</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
875	FIRST AID CORP		117720	674.12	01/26/2023	PSI582159	BRAKE PARTS CLEANER
	FIRST AID CORP Total			<b>674.12</b>			
891	THE TERRAMAR GROUP INC		117508	6,791.49	01/26/2023	80111	INTERCOM W/RADIO INTERFAC
	THE TERRAMAR GROUP INC Total			<b>6,791.49</b>			
894	FLOLO CORPORATION		117794	1,013.16	01/26/2023	456516	MISC SUPPLIES
	FLOLO CORPORATION Total			<b>1,013.16</b>			
905	FORCE AMERICA DISTRIBUTING LLC		117801	42.37	01/26/2023	001-1695842	HARNESS GENERIC CAMERA
	FORCE AMERICA DISTRIBUTING LLC Total			<b>42.37</b>			
916	FOX VALLEY FIRE & SAFETY CO		117885	1,044.00	01/26/2023	IN00570960	FIRE ALARM CALL WELL 8
	FOX VALLEY FIRE & SAFETY CO Total			<b>1,044.00</b>			
944	GALLS LLC		117779	56.86	01/26/2023	023115967	HOLSTER/WAND KIT FLASHLIG
	GALLS LLC Total			<b>56.86</b>			
999	MICHAEL J GRANDT			1,000.00	01/26/2023	012523	WELLNESS INCENTIVE REIMBL
	MICHAEL J GRANDT Total			<b>1,000.00</b>			
1026	HACH COMPANY		117590	880.00	01/26/2023	13414018	PACK 25 TKN TNT
	HACH COMPANY Total			<b>880.00</b>			
1031	HAMPTON LENZINI & RENWICK INC		108258	160.00	01/26/2023	000020230071	7TH AVE RESURFACING
			117521	512.50	01/26/2023	000020230096	HET BRITE TIS REVIEW
	HAMPTON LENZINI & RENWICK INC Total			<b>672.50</b>			
1066	STEVE HERRA			50.00	01/26/2023	011723SH	IPIA EDUCATION-CEU CLASS 2/
	STEVE HERRA Total			<b>50.00</b>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT</u>	<u>PROC</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1083	HITCHCOCK DESIGN INC			117163	585.00	01/26/2023	29605	FACILITY LANDSCAPE DESIGN
	HITCHCOCK DESIGN INC Total				<u>585.00</u>			
1133	IBEW LOCAL 196				206.50	01/27/2023	UNE 230127155559PV	Union Due - IBEW
					801.25	01/27/2023	UNEW230127155559P	Union Due - IBEW - percent
	IBEW LOCAL 196 Total				<u>1,007.75</u>			
1136	ICMA RETIREMENT CORP				96.65	01/27/2023	C401230127155559CA	401A Savings Plan Company
					227.25	01/27/2023	C401230127155559CD	401A Savings Plan Company
					591.95	01/27/2023	C401230127155559FD	401A Savings Plan Company
					521.98	01/27/2023	C401230127155559FN	401A Savings Plan Company
					283.22	01/27/2023	C401230127155559HR	401A Savings Plan Company
					562.02	01/27/2023	C401230127155559IS	401A Savings Plan Company
					684.85	01/27/2023	C401230127155559PD	401A Savings Plan Company
					1,022.19	01/27/2023	C401230127155559PV	401A Savings Plan Company
					96.65	01/27/2023	E401230127155559CA	401A Savings Plan Employee
					227.25	01/27/2023	E401230127155559CD	401A Savings Plan Employee
					591.95	01/27/2023	E401230127155559FD	401A Savings Plan Employee
					521.98	01/27/2023	E401230127155559FN	401A Savings Plan Employee
					283.22	01/27/2023	E401230127155559HR	401A Savings Plan Employee
					562.02	01/27/2023	E401230127155559IS	401A Savings Plan Employee
					684.85	01/27/2023	E401230127155559PD	401A Savings Plan Employee
					1,022.19	01/27/2023	E401230127155559PV	401A Savings Plan Employee
					2,783.46	01/27/2023	ICMA230127155559C	ICMA Deductions - Dollar Amt
					3,378.76	01/27/2023	ICMA230127155559F	ICMA Deductions - Dollar Amt
					1,910.00	01/27/2023	ICMA230127155559F	ICMA Deductions - Dollar Amt
					1,573.84	01/27/2023	ICMA230127155559H	ICMA Deductions - Dollar Amt
					3,676.84	01/27/2023	ICMA230127155559I	ICMA Deductions - Dollar Amt
					9,746.64	01/27/2023	ICMA230127155559P	ICMA Deductions - Dollar Amt
					2,731.00	01/27/2023	ICMA230127155559P	ICMA Deductions - Dollar Amt
					162.42	01/27/2023	ICMP230127155559C	ICMA Deductions - Percent
					83.91	01/27/2023	ICMP230127155559C	ICMA Deductions - Percent
					3,560.81	01/27/2023	ICMP230127155559F	ICMA Deductions - Percent
					251.13	01/27/2023	ICMP230127155559F	ICMA Deductions - Percent
					79.91	01/27/2023	ICMP230127155559H	ICMA Deductions - Percent
					222.52	01/27/2023	ICMP230127155559I	ICMA Deductions - Percent

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT PROC</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
				3,322.75	01/27/2023	ICMP230127155559PC	ICMA Deductions - Percent
				1,111.91	01/27/2023	ICMP230127155559PV	ICMA Deductions - Percent
				25.00	01/27/2023	ROTH230127155559FI	Roth IRA Deduction
				110.00	01/27/2023	ROTH230127155559FI	Roth IRA Deduction
				269.23	01/27/2023	ROTH230127155559HI	Roth IRA Deduction
				1,559.23	01/27/2023	ROTH230127155559PI	Roth IRA Deduction
				275.00	01/27/2023	ROTH230127155559PI	Roth IRA Deduction
				709.00	01/27/2023	RTHA230127155559FI	Roth 457 - Dollar Amount
				250.00	01/27/2023	RTHA230127155559IS	Roth 457 - Dollar Amount
				905.00	01/27/2023	RTHA230127155559PI	Roth 457 - Dollar Amount
				110.00	01/27/2023	RTHA230127155559PI	Roth 457 - Dollar Amount
				903.01	01/27/2023	RTHP230127155559FI	Roth 457 - Percent
				410.77	01/27/2023	RTHP230127155559IS	Roth 457 - Percent
				159.49	01/27/2023	RTHP230127155559PI	Roth 457 - Percent
				47.26	01/27/2023	RTHP230127155559PI	Roth 457 - Percent
	<b>ICMA RETIREMENT CORP Total</b>			<b>48,309.11</b>			
<b>1215</b>	<b>ILLINOIS MUNICIPAL UTILITIES</b>			722.00	02/03/2023	020323	VOLUNTARY HYDRO GROUP
	<b>ILLINOIS MUNICIPAL UTILITIES Total</b>			<b>722.00</b>			
<b>1223</b>	<b>LMC ENTERPRISES</b>						
			117586	118.15	01/26/2023	42331	INVENTORY ITEMS
			115696	78.00	01/26/2023	42567	PD UNIFORM-POLICE BADGE
	<b>LMC ENTERPRISES Total</b>			<b>196.15</b>			
<b>1258</b>	<b>IPIA</b>			125.00	01/26/2023	011323	IPIA-27TH EDUCATION PROG 5/
	<b>IPIA Total</b>			<b>125.00</b>			
<b>1311</b>	<b>JULIE INC</b>						
			118044	9,363.00	01/26/2023	2023-1691	ANNUAL TRANSMISSIONS
	<b>JULIE INC Total</b>			<b>9,363.00</b>			
<b>1327</b>	<b>KANE COUNTY FAIR</b>			382.13	01/26/2023	FY 2023	DEBT PAYMENT MANNION PRO
	<b>KANE COUNTY FAIR Total</b>			<b>382.13</b>			
<b>1380</b>	<b>KNOX ASSOCIATES</b>						
			117816	576.00	01/26/2023	INV-KA-151183	SMS-1002C11 SERVICE

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT</u>	<u>PROC</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	KNOX ASSOCIATES Total				<u>576.00</u>			
1403	WEST VALLEY GRAPHICS & PRINT							
				115673	403.50	01/26/2023	6510	WATER SHUT OFF DOOR HANC
				117825	68.50	01/26/2023	6533	BUSINESS CARD-MEDERNACH
	WEST VALLEY GRAPHICS & PRINT Total				<u>472.00</u>			
1450	LEE JENSEN SALES CO INC							
				117645	72.00	01/26/2023	0019484-00	TRANSPORT CHAIN
	LEE JENSEN SALES CO INC Total				<u>72.00</u>			
1489	LOWES							
				115515	19.72	01/26/2023	901290/123022	MISC SUPPLIES
				115718	136.70	01/26/2023	901397/010323	MISC SUPPLIES WATER
				115515	3.03	01/26/2023	901413/010423	MISC FASTENER SUPPLIES
				115515	20.20	01/26/2023	901431/010423	MISC FASTENER SUPPLIES
				115515	235.76	01/26/2023	902007/010323	TRASH CAN/PLIER/CAP CPRD
				115515	16.40	01/26/2023	902021/010323	MISC FASTENER SUPPLIES
				115718	53.94	01/26/2023	902023/010323	MISC SUPPLIES WATER
				115515	230.40	01/26/2023	902038/010323	CAP CORD STORA
				115515	37.95	01/26/2023	902044/010323	COAX CAABLE & WALL PLATE
				115515	32.81	01/26/2023	902114/010423	MISC FASTENER SUPPLIES
				115515	6.92	01/26/2023	902131/010423	MISC FASTENER SUPPLIES
				115515	28.49	01/26/2023	902149/010423	MISC FASTENER SUPPLIES
				115515	140.60	01/26/2023	902237/112922	MISC PARTS
				115536	52.45	01/26/2023	902248/010523	MISC SUPPLIES
				115515	21.84	01/26/2023	902282/010523	HEAT/COOL THERMOS
				115515	33.29	01/26/2023	902321/010623	MISC FASTENER SUPPLIES
				115515	0.94	01/26/2023	902376/010623	PW SUPPLIES
				115515	125.18	01/26/2023	902414/122822	MISC FASTENER SUPPLIES
				115675	28.44	01/26/2023	902501/122922	MISC SUPPLIES
				115515	17.09	01/26/2023	902505/122922	MISC SUPPLIES
				115515	7.07	01/26/2023	902539/122922	MISC SUPPLIES
				115515	4.65	01/26/2023	902608/010923	FLEX SQUEZ SIGNA
				115515	80.45	01/26/2023	902674/010923	MISC SUPPLIES
				115515	19.41	01/26/2023	902743/011023	MISC FASTENERS
				115515	10.78	01/26/2023	903222/010623	PW SUPPLIES
				117766	118.65	01/26/2023	91236/122822	INVENTORY ITEMS
				115536	24.69	01/26/2023	917721/010823	SELF IGNITING TORCH



<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT PROC</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			117778	280.56	01/26/2023	961503/122922	INVENTORY ITEMS
			117704	76.78	01/26/2023	975581/122822	BEAN HOOK
	<b>LOWES Total</b>			<b>1,865.19</b>			
<b>1544</b>	<b>PAUL MARSCHINKE</b>			250.00	01/26/2023	012523	WELLNESS INCENTIVE REIMBL
	<b>PAUL MARSCHINKE Total</b>			<b>250.00</b>			
<b>1548</b>	<b>TIMOTHY MASINICK</b>			250.00	01/26/2023	012523	WELLNESS INCENTIVE REIMBL
	<b>TIMOTHY MASINICK Total</b>			<b>250.00</b>			
<b>1582</b>	<b>MCMASTER CARR SUPPLY CO</b>		117883	2,226.48	01/26/2023	90856472	PIPES & BARS
			117812	64.15	01/26/2023	91248587	STD WALL PVC PIPE
			117974	373.75	01/26/2023	91261010	THICK WALL POLY FITTING WA
	<b>MCMASTER CARR SUPPLY CO Total</b>			<b>2,664.38</b>			
<b>1585</b>	<b>MEADE INC</b>		115663	1,699.00	01/26/2023	702850	TRAFFIC SIGNAL MAINTENANC
			115809	1,693.52	01/26/2023	703010	STREETLIGHT REPAIR-DECEMI
	<b>MEADE INC Total</b>			<b>3,392.52</b>			
<b>1598</b>	<b>MENARDS INC</b>		115565	565.90	01/26/2023	98891	CEDAR LUMBER
	<b>MENARDS INC Total</b>			<b>565.90</b>			
<b>1600</b>	<b>MENDEL PLUMBING &amp; HEATING INC</b>		117840	2,418.00	01/26/2023	418580	REPAIR SERVICE FIRE STATION
			117892	3,161.75	01/26/2023	418758	REPAIR 100 ILLINOIS ST
	<b>MENDEL PLUMBING &amp; HEATING INC Total</b>			<b>5,579.75</b>			
<b>1613</b>	<b>METROPOLITAN ALLIANCE OF POL</b>			1,260.00	01/27/2023	UNP 230127155559PD	Union Dues - IMAP
				135.00	01/27/2023	UNPS230127155559PI	Union Dues-Police Sergeants
	<b>METROPOLITAN ALLIANCE OF POL Total</b>			<b>1,395.00</b>			
<b>1626</b>	<b>MIDWEST AIR PRO</b>		117896	204.12	01/26/2023	14152	ANCHOR PLATE
	<b>MIDWEST AIR PRO Total</b>			<b>204.12</b>			

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	STAT PROC					
1643	MILSOFT UTILITY SOLUTIONS INC	115548	76.17	01/26/2023	20230434	HOSTED OCM CALLS
	MILSOFT UTILITY SOLUTIONS INC Total		<u>76.17</u>			
1655	MONROE TRUCK EQUIPMENT	117650	1,293.35	01/26/2023	5479519	MISC FASTENER SUPPLIES
	MONROE TRUCK EQUIPMENT Total		<u>1,293.35</u>			
1704	NCPERS IL IMRF		16.00	01/27/2023	NCP2230127155559C/	NCPERS 2
			8.00	01/27/2023	NCP2230127155559F/	NCPERS 2
			8.00	01/27/2023	NCP2230127155559P/	NCPERS 2
	NCPERS IL IMRF Total		<u>32.00</u>			
1745	NICOR		49.83	01/26/2023	1000 6 JAN 05 2023	ACCT: 67-14-30-1000-6
	NICOR Total		<u>49.83</u>			
1747	COMPASS MINERALS AMERICA INC	110	3,606.34	01/26/2023	1104038	BULK HWY COARSE
		110	5,118.16	01/26/2023	1105183	BULK HWY COARSE W/YPS
		110	17,743.67	01/26/2023	1113198	SALT
	COMPASS MINERALS AMERICA INC Total		<u>26,468.17</u>			
1772	OHALLORAN KOSOFF GEITNER &		47,853.64	01/26/2023	011923	SETTLEMENT STRYKOWSKI CL
	OHALLORAN KOSOFF GEITNER & Total		<u>47,853.64</u>			
1775	RAY OHERRON CO INC	115697	172.98	01/26/2023	2243791	PD UNIFORMS & EQUIPMENT
	RAY OHERRON CO INC Total		<u>172.98</u>			
1783	ON TIME EMBROIDERY INC	115537	169.00	01/26/2023	102719	DRESS COAT - 917 A WOLF
		115537	159.00	01/26/2023	105735	FIRE DEPT UNIFORMS REHAK
		115537	52.00	01/26/2023	106767	CARGO PANTS-971 B PAUS
		115537	138.00	01/26/2023	106982	CARGO PANTS - 973 D MORTE
		115537	74.00	01/26/2023	107857	FIRE DEPT UNIFORMS MOLS
		115537	119.00	01/26/2023	108274	WATERPROOF BOOT-985 J MAI

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	STAT PROC					
	ON TIME EMBROIDERY INC Total		<u>711.00</u>			
1861	POLICE PENSION FUND					
			14,082.50	01/27/2023	PLP2230127155559PD	Police Pension Tier 2
			10,790.87	01/27/2023	PLPN230127155559PL	Police Pension
			782.90	01/27/2023	PLPR230127155559PL	Police Pens Service Buyback
			436.13	01/27/2023	POLP230127155559PL	Police Pension - non deferred
	POLICE PENSION FUND Total		<u>26,092.40</u>			
1864	POLYDYNE INC					
		117838	15,180.00	01/26/2023	1705495	CLARIFLOC
	POLYDYNE INC Total		<u>15,180.00</u>			
1898	PRIORITY PRODUCTS INC					
		115547	353.34	01/26/2023	984221	MISC FASTENER SUPPLIES
		115547	18.13	01/26/2023	984586	BLACK CABLE TIES
	PRIORITY PRODUCTS INC Total		<u>371.47</u>			
1946	RANDALL PRESSURE SYSTEMS					
		115568	17.86	01/26/2023	I-50676-1	BLACK POLY GROOVE
		115551	3.76	01/26/2023	I-51205-0	MISC FLEET DEPT PARTS
		115568	42.64	01/26/2023	I-51226-0	PARTS FOR EQUIPMENTS
		115551	430.11	01/26/2023	I-51317-0-A	FLEET DEPT PARTS
	RANDALL PRESSURE SYSTEMS Total		<u>494.37</u>			
2032	POMPS TIRE SERVICE INC					
		115773	12.00	01/26/2023	640104720	SCRAP DISPOSAL FEE
		115773	28.00	01/26/2023	640104841	SCRAP DISPOSAL FEE
	POMPS TIRE SERVICE INC Total		<u>40.00</u>			
2043	BRETT RUNKLE					
			700.00	01/26/2023	011123	PER DIEM 2/6 SCHOOL OF STAI
	BRETT RUNKLE Total		<u>700.00</u>			
2046	RUSSO HARDWARE					
		117332	82.51	01/26/2023	SPI20051220	MISC SUPPLIES
		115641	118.00	01/26/2023	SPI20051222	BATTER AND CHARGER
		115641	83.97	01/26/2023	SPI20051236	CHAIN LOOP
	RUSSO HARDWARE Total		<u>284.48</u>			

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	STAT PROC					
2048	R W WILSON PRINTING INC	117619	608.00	01/26/2023	66580	B&W ENVELOPES FOR AP CHE
	R W WILSON PRINTING INC Total		<b>608.00</b>			
2076	ST CHARLES HISTORY MUSEUM		4,166.66	01/26/2023	FY 2023A	HOTEL TAX DISBURSEMENT-MOI
	ST CHARLES HISTORY MUSEUM Total		<b>4,166.66</b>			
2095	SCHROEDER ASPHALT SERVICES INC	115670	22,033.68	01/26/2023	2023-104	AINTREE RD RECLAMATION
	SCHROEDER ASPHALT SERVICES INC Total		<b>22,033.68</b>			
2152	M E SIMPSON COMPANY INC	116114	57,996.00	01/26/2023	39769	VALVE WATER DEPT PROGRAM
		117982	495.00	01/26/2023	39780	LEAK SERVICE KIRK RD & ILLIN
		117982	770.00	01/26/2023	39791	LEAK SERVICE AT 155 38TH AVI
	M E SIMPSON COMPANY INC Total		<b>59,261.00</b>			
2163	SKYLINE TREE SERVICE &	117156	7,498.75	01/26/2023	9113	REMOVAL & DUMPING-LIGHT P
	SKYLINE TREE SERVICE & Total		<b>7,498.75</b>			
2168	SMITH ECOLOGICAL SYSTEMS CO	117672	5,632.82	01/26/2023	24092	PARTS AND REPAIR
	SMITH ECOLOGICAL SYSTEMS CO Total		<b>5,632.82</b>			
2169	CLARK BAIRD SMITH LLP		175.00	01/26/2023	16304	FEES FOR FILE # 12761
	CLARK BAIRD SMITH LLP Total		<b>175.00</b>			
2206	STAPLES CONTRACT & COMMERCIAL	117773	300.78	01/26/2023	7371099469	SOFTSOAP INVENTORY
		117943	67.15	01/26/2023	7371579923	PAPER TOWELS
		117977	1,659.60	01/26/2023	7371819313	PAPER INVENTORY CONTROL
	STAPLES CONTRACT & COMMERCIAL Total		<b>2,027.53</b>			
2235	STEINER ELECTRIC COMPANY	117355	197.73	01/26/2023	S007257604.001	DUCK BIB
		117850	147.30	01/26/2023	S007287394.001	INVENTORY ITEMS
		117850	466.45	01/26/2023	S007287394.003	INVENTORY ITEMS

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			117850	147.30	01/26/2023	S007287394.004	INVENTORY ITEMS
			117850	147.30	01/26/2023	S007287394.005	INVENTORY ITEMS
			117850	1,252.05	01/26/2023	S007287394.006	INVENTORY ITEMS
			117850	49.10	01/26/2023	S007287394.007	INVENTORY ITEMS
	<b>STEINER ELECTRIC COMPANY Total</b>			<b>2,407.23</b>			
<b>2248</b>	<b>STORINO RAMELLO &amp; DURKIN</b>						
				323.75	01/26/2023	87160	NOVEMBER LEGAL BILLING
				225.00	01/26/2023	87166	NOVEMBER LEGAL BILLING
				90.00	01/26/2023	87439	LEGAL BILLING DECEMBER
	<b>STORINO RAMELLO &amp; DURKIN Total</b>			<b>638.75</b>			
<b>2301</b>	<b>GENERAL CHAUFFERS SALES DRIVER</b>						
				174.00	01/27/2023	UNT 230127155559CD	Union Dues - Teamsters
				2,394.00	01/27/2023	UNT 230127155559PV	Union Dues - Teamsters
	<b>GENERAL CHAUFFERS SALES DRIVER Total</b>			<b>2,568.00</b>			
<b>2314</b>	<b>3M VHS0733</b>						
			117792	3,469.20	01/26/2023	9420667339	INVENTORY ITEMS
	<b>3M VHS0733 Total</b>			<b>3,469.20</b>			
<b>2316</b>	<b>APC STORE</b>						
			115546	65.74	01/26/2023	478-571929	MISC SUPPLIES
			117688	8.80	01/26/2023	478-572152	INVENTORY ITEMS
	<b>APC STORE Total</b>			<b>74.54</b>			
<b>2357</b>	<b>TRI CITY FAMILY SERVICES</b>						
				1,932.00	01/26/2023	FY 2023	EAP CONTRACT QUARTERLY P
	<b>TRI CITY FAMILY SERVICES Total</b>			<b>1,932.00</b>			
<b>2363</b>	<b>TROTTER &amp; ASSOCIATES INC</b>						
			117003	15,439.25	01/26/2023	20803	WEST SIDE WRF PHASE III
			117003	19,115.25	01/26/2023	20938	WEST SIDE WRF PHASE III
			117003	51,453.75	01/26/2023	21069	WRF PROJECT
			109848	14,892.25	01/26/2023	21070	RIVERSIDE PIMP PROJECT
			115731	6,824.25	01/26/2023	21114	WELL 11 IMPROVEMENT STUD
	<b>TROTTER &amp; ASSOCIATES INC Total</b>			<b>107,724.75</b>			
<b>2403</b>	<b>UNITED PARCEL SERVICE</b>						
				35.91	01/26/2023	0000650961013/01072	SHIPPING

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				180.42	01/26/2023	0000650961023/01142:	SHIPPING
	UNITED PARCEL SERVICE Total			<b>216.33</b>			
2404	HD SUPPLY FACILITIES MAINT LTD						
			117768	2,542.08	01/26/2023	216194	AMT SUBMERSIBLE DEWATERI
			117799	915.49	01/26/2023	220014	HACH SAMPLE
	HD SUPPLY FACILITIES MAINT LTD Total			<b>3,457.57</b>			
2410	VALLEY LOCK COMPANY INC						
			115570	85.61	01/26/2023	70261	KEYS
	VALLEY LOCK COMPANY INC Total			<b>85.61</b>			
2428	VERMEER MIDWEST						
			117596	887.48	01/26/2023	PJ8088	INVENTORY ITEMS
			117861	484.12	01/26/2023	PJ8202	PARTS BC1800XL
	VERMEER MIDWEST Total			<b>1,371.60</b>			
2429	VERIZON WIRELESS						
				1,576.86	01/26/2023	9923762398	MONTHLY BILLING 11/24/22-12/2
				12,380.61	01/26/2023	9924457917	MONTHLY BILLING 12/04-1/03/2
	VERIZON WIRELESS Total			<b>13,957.47</b>			
2431	LEO VESELING						
				250.00	01/26/2023	012523	WELLNESS INCENTIVE REIMBL
	LEO VESELING Total			<b>250.00</b>			
2470	WAREHOUSE DIRECT						
			115767	95.22	01/26/2023	5400589-0	OFFICE SUPPLIES
			115700	32.50	01/26/2023	5405007-0	OFFICE SUPPLIES POLICE
	WAREHOUSE DIRECT Total			<b>127.72</b>			
2478	WATER PRODUCTS COMPANY						
			117359	3,725.00	01/26/2023	0313192	PACER BURY
			117265	578.92	01/26/2023	0313806	HYMAX GRIP
			117771	1,425.00	01/26/2023	0313890	INVENTORY ITEMS
			117561	4,215.00	01/26/2023	0313922	INVENTORY ITEMS
			117808	226.20	01/26/2023	0313968	INVENTORY ITEMS
	WATER PRODUCTS COMPANY Total			<b>10,170.12</b>			
2485	WBK ENGINEERING LLC						

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			113037	550.00	01/26/2023	23767	LOT 46 MUNHALL GLEN-GRADII
			114139	4,075.00	01/26/2023	23768	SERVICES SPRING AT SMITH R
			114678	1,100.00	01/26/2023	23769	REVIEW AT CHARLESTOWNE L
			118017	2,440.00	01/26/2023	23771	BUILDING DEPT STRUCTURAL
			117573	730.25	01/26/2023	23772	MUNHALL GLEN
	<b>WBK ENGINEERING LLC Total</b>			<b>8,895.25</b>			
<b>2490</b>	<b>WELCH BROS INC</b>		117819	1,215.00	01/26/2023	3211206	WATER VAULT
	<b>WELCH BROS INC Total</b>			<b>1,215.00</b>			
<b>2506</b>	<b>EESCO</b>		117695	4,318.50	01/26/2023	112453	SKIRTED QT11
			117791	624.79	01/26/2023	136993	INVENTORY ITEMS
			117791	76.20	01/26/2023	136994	INVENTORY ITEMS
	<b>EESCO Total</b>			<b>5,019.49</b>			
<b>2523</b>	<b>WILTSE GREENHOUSE LANDSCAPING</b>		116993	385.00	01/26/2023	4376	SNOW EVENT 12/22/22
	<b>WILTSE GREENHOUSE LANDSCAPING Total</b>			<b>385.00</b>			
<b>2545</b>	<b>GRAINGER INC</b>		117381	159.24	01/26/2023	9556580232	GRAFFIT PAINT REMOVER
				-139.00	01/26/2023	9556716695	CREDIT-ORG INV # 9955333942
				-896.52	01/26/2023	9556716703	CREDITS INV 9553339426
			117777	1,000.72	01/26/2023	9557133452	WATER HOSE ASSEMBLY
			117795	649.89	01/26/2023	9560383052	ELEC WL/CEIL HEATER
			117777	161.52	01/26/2023	9561081234	CAM & GROOVE ADAPTERS
			117806	371.16	01/26/2023	9561101263	INVENTORY ITEMS
			117574	43.86	01/26/2023	9562527052	TEST TUBE RACK
			117833	70.35	01/26/2023	9563645457	INVENTORY ITEMS
			117864	2,199.60	01/26/2023	9566633765	INVENTORY ITEMS
			117865	698.67	01/26/2023	9566659745	PREFORMATED THERMOPLAS
			117806	11.01	01/26/2023	9567906996	INVENTORY ITEMS
			117876	43.50	01/26/2023	9567907002	FORKLIFT SEAT BELT
				896.52	01/26/2023	957133445	
	<b>GRAINGER INC Total</b>			<b>5,270.52</b>			
<b>2629</b>	<b>ZEP MANUFACTURING CO</b>		117863	363.39	01/26/2023	9008165139	INVENTORY ITEMS

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT</u>	<u>PROC</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	ZEP MANUFACTURING CO Total				<u>363.39</u>			
2637	ILLINOIS DEPT OF REVENUE							
					963.64	01/27/2023	ILST230127155559CA	Illinois State Tax
					1,930.85	01/27/2023	ILST230127155559CD	Illinois State Tax
					283.94	01/27/2023	ILST230127155559ED	Illinois State Tax
					10,450.18	01/27/2023	ILST230127155559FD	Illinois State Tax
					2,018.06	01/27/2023	ILST230127155559FN	Illinois State Tax
					913.25	01/27/2023	ILST230127155559HR	Illinois State Tax
					2,142.64	01/27/2023	ILST230127155559IS	Illinois State Tax
					13,659.02	01/27/2023	ILST230127155559PD	Illinois State Tax
					15,979.03	01/27/2023	ILST230127155559PW	Illinois State Tax
	ILLINOIS DEPT OF REVENUE Total				<u>48,340.61</u>			
2638	INTERNAL REVENUE SERVICE							
					1,311.78	01/27/2023	FICA230127155559CA	FICA Employee
					2,741.66	01/27/2023	FICA230127155559CD	FICA Employee
					345.59	01/27/2023	FICA230127155559ED	FICA Employee
					928.20	01/27/2023	FICA230127155559FD	FICA Employee
					2,803.68	01/27/2023	FICA230127155559FN	FICA Employee
					1,334.53	01/27/2023	FICA230127155559HR	FICA Employee
					3,206.96	01/27/2023	FICA230127155559IS	FICA Employee
					2,595.35	01/27/2023	FICA230127155559PD	FICA Employee
					21,936.39	01/27/2023	FICA230127155559PV	FICA Employee
					1,311.78	01/27/2023	FICE230127155559CA	FICA Employer
					2,741.66	01/27/2023	FICE230127155559CD	FICA Employer
					345.59	01/27/2023	FICE230127155559ED	FICA Employer
					928.20	01/27/2023	FICE230127155559FD	FICA Employer
					2,803.68	01/27/2023	FICE230127155559FN	FICA Employer
					1,334.53	01/27/2023	FICE230127155559HR	FICA Employer
					3,206.96	01/27/2023	FICE230127155559IS	FICA Employer
					2,595.35	01/27/2023	FICE230127155559PD	FICA Employer
					21,936.39	01/27/2023	FICE230127155559PV	FICA Employer
					2,639.54	01/27/2023	FIT 230127155559CA	Federal Withholding Tax
					4,901.56	01/27/2023	FIT 230127155559CD	Federal Withholding Tax
					1,000.55	01/27/2023	FIT 230127155559ED	Federal Withholding Tax
					29,818.13	01/27/2023	FIT 230127155559FD	Federal Withholding Tax
					5,253.19	01/27/2023	FIT 230127155559FN	Federal Withholding Tax
					2,768.28	01/27/2023	FIT 230127155559HR	Federal Withholding Tax



<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT PROC</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
				5,260.38	01/27/2023	FIT 230127155559IS	Federal Withholding Tax
				34,592.01	01/27/2023	FIT 230127155559PD	Federal Withholding Tax
				37,520.28	01/27/2023	FIT 230127155559PW	Federal Withholding Tax
				306.73	01/27/2023	MEDE230127155559C	Medicare Employee
				641.19	01/27/2023	MEDE230127155559C	Medicare Employee
				80.83	01/27/2023	MEDE230127155559E	Medicare Employee
				3,582.92	01/27/2023	MEDE230127155559FI	Medicare Employee
				655.68	01/27/2023	MEDE230127155559FI	Medicare Employee
				312.11	01/27/2023	MEDE230127155559H	Medicare Employee
				750.02	01/27/2023	MEDE230127155559IS	Medicare Employee
				4,715.31	01/27/2023	MEDE230127155559PI	Medicare Employee
				5,130.30	01/27/2023	MEDE230127155559P	Medicare Employee
				306.73	01/27/2023	MEDR230127155559C	Medicare Employer
				641.19	01/27/2023	MEDR230127155559C	Medicare Employer
				80.83	01/27/2023	MEDR230127155559E	Medicare Employer
				3,582.92	01/27/2023	MEDR230127155559FI	Medicare Employer
				655.68	01/27/2023	MEDR230127155559FI	Medicare Employer
				312.11	01/27/2023	MEDR230127155559H	Medicare Employer
				750.02	01/27/2023	MEDR230127155559IS	Medicare Employer
				4,715.31	01/27/2023	MEDR230127155559P	Medicare Employer
				5,130.30	01/27/2023	MEDR230127155559P	Medicare Employer
	<b>INTERNAL REVENUE SERVICE Total</b>			<b>230,512.38</b>			
<b>2639</b>	<b>STATE DISBURSEMENT UNIT</b>						
				1,555.35	01/27/2023	0000003742301271555	IL Child Support Amount 1
				369.23	01/27/2023	0000004862301271555	IL Child Support Amount 1
				700.15	01/27/2023	0000012252301271555	IL Child Support Amount 1
				596.30	01/27/2023	0000012442301271555	IL Child Support Amount 1
				640.15	01/27/2023	0000014122301271555	IL Child Support Amount 1
				499.84	01/27/2023	0000015272301271555	IL Child Support Amount 1
	<b>STATE DISBURSEMENT UNIT Total</b>			<b>4,361.02</b>			
<b>2644</b>	<b>IMRF</b>						
				165,602.70	02/03/2023	020323	IMRF PAYROLL JANUARY 2023
	<b>IMRF Total</b>			<b>165,602.70</b>			
<b>2656</b>	<b>DISH DBS CORP</b>						
				122.09	01/26/2023	010523	ACCT: 8255-1010-1017-8789

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT</u>	<u>PROC</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	DISH DBS CORP Total				<u>122.09</u>			
2666	WINSTON ENGINEERING LLC			115876	625.00	01/26/2023	0103CF1732	SOIL ANALYTICAL TESTING
	WINSTON ENGINEERING LLC Total				<u>625.00</u>			
2730	SLATE ROCK FR LLC			117649	1,332.23	01/26/2023	60074	MISC UNIFORM SUPPLIES
				117638	231.75	01/26/2023	60534	QUILT LINED FR DUCK BIBOVEI
	SLATE ROCK FR LLC Total				<u>1,563.98</u>			
2871	WHITTAKER CONSTRUCTION			116115	851,293.35	01/26/2023	6-2022	RIVERSIDE LIFTSTATION PROJ
	WHITTAKER CONSTRUCTION Total				<u>851,293.35</u>			
2878	JASON ROWE				61.35	01/26/2023	011823JR	CDL RENEWAL
	JASON ROWE Total				<u>61.35</u>			
2930	TCT MED CORP			117785	37.50	01/26/2023	29579	WELCH ALLYN FLEXIPORT REU
	TCT MED CORP Total				<u>37.50</u>			
2950	SAFETY SUPPLY ILLINOIS LLC			117755	1,297.45	01/26/2023	1902770219	DRIVERS GLOVES
				117613	188.93	01/26/2023	1902770268	LIME JACKET
				117707	177.50	01/26/2023	1902770269	VENTED HARD HAT
				117707	269.75	01/26/2023	1902770290	RAIN JACKET
				117809	233.05	01/26/2023	1902770618	INVENTORY ITEMS
	SAFETY SUPPLY ILLINOIS LLC Total				<u>2,166.68</u>			
2963	RAYNOR DOOR AUTHORITY			117805	699.00	01/26/2023	77541	OVERHEAD DOOR REPAIR
				117612	250.00	01/26/2023	77542	OVERHEAD DOOR REPAIR
	RAYNOR DOOR AUTHORITY Total				<u>949.00</u>			
2967	TIM OCASEK				100.00	01/26/2023	012323	POV MILEAGE REIMBURSEMEN
	TIM OCASEK Total				<u>100.00</u>			
3002	REDISHRED CHICAGO INC							

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT</u>	<u>PROC</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
					247.09	01/26/2023	1091613	MONTHLY SERVICE
	<b>REDISHRED CHICAGO INC Total</b>				<b>247.09</b>			
<b>3099</b>	<b>MIDWEST SALT LLC</b>							
				106	2,908.46	01/26/2023	P466034	INDUSTRIAL SOLAR SALT
				106	2,618.99	01/26/2023	P466176	INDUSTRIAL SOLAR SALT
	<b>MIDWEST SALT LLC Total</b>				<b>5,527.45</b>			
<b>3102</b>	<b>RUSH PARTS CENTERS OF ILLINOIS</b>							
				117605	1,969.49	01/26/2023	3030513017	TUBE KIT/COOLER KIT
				117784	739.86	01/26/2023	3030695503	VALVE AND PIPES
				117786	580.62	01/26/2023	3030705120	CUSHION SEAT AND BELT
					-133.00	01/26/2023	3030716622	CREDIT-ORG INV 3030642392
				117784	565.18	01/26/2023	3030753742	BRAKES
				117830	2,807.84	01/26/2023	3030785207	SPACER FAN AND CLUTCH
				117830	1,155.80	01/26/2023	3030802261	BELT/PULLEY/TENSIONR
				117862	49.98	01/26/2023	3030812990	FILTER AIR DRYER
				117830	398.16	01/26/2023	3030832414	FAN SUPPORT
				117830	506.69	01/26/2023	3030834025	HOSE TENSIONR FAN BOLT
					-465.50	01/26/2023	3030837573	CREDITS INV 3030513017
				117830	36.60	01/26/2023	3030848918	SPACER
	<b>RUSH PARTS CENTERS OF ILLINOIS Total</b>				<b>8,211.72</b>			
<b>3148</b>	<b>CORNERSTONE PARTNERS</b>							
				116999	3,442.50	01/26/2023	CP29286	SNOW REMOVAL
	<b>CORNERSTONE PARTNERS Total</b>				<b>3,442.50</b>			
<b>3182</b>	<b>OZINGA READY MIX CONCRETE INC</b>							
				107	1,591.00	01/26/2023	ARI00523602	CARBONCURE CHARGE/SERVI
				107	1,660.50	01/27/2023	ARI00523592	READY MIX
				107	1,853.00	01/27/2023	ARI00525354	READY MIX
	<b>OZINGA READY MIX CONCRETE INC Total</b>				<b>5,104.50</b>			
<b>3304</b>	<b>MARCELLINE D'ARGENTO</b>							
					38.55	01/26/2023	012023	REIMBURSEMENT MEETING 1/2
	<b>MARCELLINE D'ARGENTO Total</b>				<b>38.55</b>			
<b>3315</b>	<b>IRON MOUNTAIN INC</b>							
				116020	107.67	01/26/2023	202653417	BACKSTRAP STORAGE

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	STAT PROC					
	IRON MOUNTAIN INC Total		<u>107.67</u>			
3417	LAFARGE NORTH AMERICA INC					
		117161	869.50	01/26/2023	717409270	OUTCROPPING AT RT 31
		117161	803.70	01/26/2023	717409271	OUTCROPPING AT RT 31
	LAFARGE NORTH AMERICA INC Total		<u>1,673.20</u>			
3484	MIDLAND STANDARD ENGINEERING					
		115645	962.50	01/26/2023	261070	SERVICE AT PEACK RD AT CAM
	MIDLAND STANDARD ENGINEERING Total		<u>962.50</u>			
3490	HI-LINE UTILITY SUPPLY CO LLC					
		117846	183.58	01/26/2023	10232441	GLOVE PRTECTOR
	HI-LINE UTILITY SUPPLY CO LLC Total		<u>183.58</u>			
3501	SOLARWINDS NORTH AMERICA INC					
		117817	423.00	01/26/2023	IN588060	SOLARWINDS DAMEWARE REN
	SOLARWINDS NORTH AMERICA INC Total		<u>423.00</u>			
3504	Meghan Kramer					
			95.00	01/26/2023	011223	PER DIEM CRISIS 2/6
	Meghan Kramer Total		<u>95.00</u>			
3540	SERVICE LIGHTING & ELECTRICAL					
		117769	322.85	01/26/2023	W03485350	3 LUMEN OUTPUTS
	SERVICE LIGHTING & ELECTRICAL Total		<u>322.85</u>			
3561	ADVANCED ELEVATOR COMPANY					
		115560	593.40	01/26/2023	53063	ELEVATOR MAINTENANCE
	ADVANCED ELEVATOR COMPANY Total		<u>593.40</u>			
3590	THERESE BARTH					
			750.00	01/26/2023	012523	WELLNESS INCENTIVE REIMBL
	THERESE BARTH Total		<u>750.00</u>			
3596	GRAYBAR ELECTRIC CO INC					
		117780	146.61	01/26/2023	9330291706	HANCHETT ENTRY DOOR STRI
		117790	316.96	01/26/2023	9330310226	RAUCKMAN UTILITY
		117790	732.05	01/26/2023	9330339519	COOPER CROUSE
	GRAYBAR ELECTRIC CO INC Total		<u>1,195.62</u>			

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3616	SHERWIN INDUSTRIES INC			117742	1,349.45	01/26/2023	SS096605	MANHOLE PROTECTION RINGS
	SHERWIN INDUSTRIES INC Total				<b>1,349.45</b>			
3645	HARMONEY DEICING PRODUCTS INC			117506	11,279.68	01/26/2023	2095	HEADWATERS
	HARMONEY DEICING PRODUCTS INC Total				<b>11,279.68</b>			
3678	MOTOROLA SOLUTIONS INC			115713	60.00	01/26/2023	7073820221201	WAVE APP USER
	MOTOROLA SOLUTIONS INC Total				<b>60.00</b>			
3684	RESPECT TECHNOLOGY INC			115545	2,880.00	01/26/2023	20439	JANUARY SERVICES
				117582	16,950.00	01/26/2023	20458	SERVICE MIGRATION
	RESPECT TECHNOLOGY INC Total				<b>19,830.00</b>			
3787	VIKING BROS INC			105	6,672.13	01/26/2023	INV_2023-103	BINS CON/FRQ CA7
				105	3,433.50	01/26/2023	INV_2023-111	BINS FRQ/CON CA7
	VIKING BROS INC Total				<b>10,105.63</b>			
3799	LRS HOLDINGS LLC			116063	2,168.02	01/26/2023	0005194855	TRASH REMOVAL
	LRS HOLDINGS LLC Total				<b>2,168.02</b>			
3800	Lora Vitek				46.47	01/26/2023	012423	LUNCH REIMBURSEMENT
	Lora Vitek Total				<b>46.47</b>			
3805	EMPLOYEE BENEFITS CORP - ACH				6,340.35	01/31/2023	C98632-202301	FLEXIBLE SPENDING CLAIMS
	EMPLOYEE BENEFITS CORP - ACH Total				<b>6,340.35</b>			
3882	CORE & MAIN LP			117857	85.40	01/26/2023	S173118	REG GASKET
	CORE & MAIN LP Total				<b>85.40</b>			
3894	BURNS & MCDONNELL ENGINEERING			116147	1,965.70	01/26/2023	147789-5	ENGINEERING SERVICES

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	STAT PROC					
	BURNS & MCDONNELL ENGINEERING Total		<u>1,965.70</u>			
3968	TRANSAMERICA CORPORATION					
			5,603.54	01/27/2023	RHFP230127155559PI	Retiree Healthcare Funding Pla
			1,311.34	01/27/2023	S115230127155559FD	Sect 115 Retiree Health Plan
	TRANSAMERICA CORPORATION Total		<u>6,914.88</u>			
3973	HSA BANK WIRE ONLY					
			200.00	01/27/2023	HSAF230127155559C/	Health Savings Plan - Family
			319.23	01/27/2023	HSAF230127155559CI	Health Savings Plan - Family
			2,256.83	01/27/2023	HSAF230127155559FI	Health Savings Plan - Family
			1,000.00	01/27/2023	HSAF230127155559FI	Health Savings Plan - Family
			1,865.39	01/27/2023	HSAF230127155559HI	Health Savings Plan - Family
			1,596.15	01/27/2023	HSAF230127155559IS	Health Savings Plan - Family
			1,958.85	01/27/2023	HSAF230127155559PI	Health Savings Plan - Family
			1,515.29	01/27/2023	HSAF230127155559PV	Health Savings Plan - Family
			178.85	01/27/2023	HSAS230127155559C/	Health Savings - Self Only
			280.76	01/27/2023	HSAS230127155559CI	Health Savings - Self Only
			1,146.14	01/27/2023	HSAS230127155559FI	Health Savings - Self Only
			630.76	01/27/2023	HSAS230127155559PI	Health Savings - Self Only
			168.54	01/27/2023	HSAS230127155559PV	Health Savings - Self Only
	HSA BANK WIRE ONLY Total		<u>13,116.79</u>			
3981	PETERBILT ILLINOIS					
		117963	588.89	01/26/2023	25234828P	PARTS
		117963	1,944.74	01/26/2023	25234946P	REMAN STEERING GEAR
	PETERBILT ILLINOIS Total		<u>2,533.63</u>			
4057	COPS TESTING SERVICE INC					
			1,290.00	01/26/2023	107796	POLICE WRITTEN EXAM
	COPS TESTING SERVICE INC Total		<u>1,290.00</u>			
4074	AMAZON CAPITAL SERVICES INC					
		117882	105.81	01/26/2023	11GL-VLW4-6CK3	SELF-LEVELING LAP SEALANT
		117954	85.23	01/26/2023	13KR-M36C-4KG1	INVENTORY ITEMS
		117910	6.43	01/26/2023	13XV-GQPG-1QYG	BUSSMANN AGC-6 TUBE
		115523	400.00	01/26/2023	146R-4WNW-69K9	DESKTOP TOUCHMONITOR
		115523	48.50	01/26/2023	17RV-PC3H-GL3Y	HVC WRESTLING SHOE
		117937	271.94	01/26/2023	17XC-HK9G-1LJ6	CARHARTT JACKET
		117436	529.97	01/26/2023	1CW9-LWC9-1RYF	UNIFORM-JACKETS, BIBERALL

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT PROC</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			115523	81.00	01/26/2023	1D6Y-MRK6-3NGX	FLASH MEMORY CARDS
			115523	170.55	01/26/2023	1DLR-HQ9V-JQ91	POLICE DEPT SUPPLIES
			115643	25.92	01/26/2023	1DW4-RMMT-3PPM	DESK CALENDAR
			118009	424.92	01/26/2023	1FXV-DMCR-FF6D	HI-VIZ HELMET & HARD HAT MC
			115629	16.44	01/26/2023	1G7F-KJMF-1JVR	ROLLER BALL PEN
			115523	19.76	01/26/2023	1G7X-DHGD-J447	OFFICE SUPPLIES
			115523	182.88	01/26/2023	1GHM-YC69-H6VW	TRIM TOOL SET/TABLET REPAIR
			117970	22.62	01/26/2023	1GND-17WV-DJTM	INVENTORY ITEMS
			117860	414.03	01/26/2023	1JKR-T644-GKN9	STARTER
			117940	434.26	01/26/2023	1LRC-H3KF-CL66	INVENTORY ITEMS
			117903	25.89	01/26/2023	1M3J-NTTX-3KD4	PHINO IND LABEL TAPE
			117634	23.96	01/26/2023	1M9P-PHFF-DRHG	INVENTORY ITEMS
			115523	60.34	01/26/2023	1MKY-PYNV-9PV7	CLASP ENVELOPES
			117999	12.58	01/26/2023	1ND3-GVDF-4DHY	BUILD A BETTER WORLD
			115586	21.95	01/26/2023	1NRV-PG9N-631X	OFFICE SUPPLIES
			117891	52.04	01/26/2023	1P6H-Y76X-KXJK	CARPET TOOLS
			117754	84.84	01/26/2023	1PR3-D3WW-LCGF	INVENTORY ITEMS
			115643	169.86	01/26/2023	1PWR-3TYY-DPHX	MISC PARTS FOR EQUIPMENT
			118014	2,591.80	01/26/2023	1RFD-DN66-6LFC	HYDRAULIC FLOW METER
			115523	63.12	01/26/2023	1TJC-WDYM-DMTN	LITHIUM BATTERY
			117953	11.67	01/26/2023	1V6V-XGTN-4CL3	GLASS WINDOW FILM
			117436	129.99	01/26/2023	1VN3-XJKN-3D76	UTILITY WORK JACKET
			117898	135.00	01/26/2023	1W3K-MJWH-N4YF	SMART CARD READER
			117912	9.93	01/26/2023	1YWQ-FGNJ-41MG	MISC SUPPLIES
	<b>AMAZON CAPITAL SERVICES INC Total</b>			<b>6,633.23</b>			
<b>4174</b>	<b>UNIFIRST CORPORATION</b>						
			115955	119.39	01/26/2023	1514480/010223	UNIFORM CLEANING FLEET
	<b>UNIFIRST CORPORATION Total</b>			<b>119.39</b>			
<b>4214</b>	<b>ARAMARK REFRESHMENT SERVICES</b>						
			115542	34.10	01/26/2023	3113721	WATER FILTRATION POLICE D
	<b>ARAMARK REFRESHMENT SERVICES Total</b>			<b>34.10</b>			
<b>4242</b>	<b>MID AMERICA ENERGY SERVICES</b>						
			116877	1,775.25	01/26/2023	22254	1843 S 4TH PLACE VALVE BOX
	<b>MID AMERICA ENERGY SERVICES Total</b>			<b>1,775.25</b>			
<b>4246</b>	<b>CONTINENTAL RESOURCES INC</b>						

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT</u> <u>PROC</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			117037	702.94	01/26/2023	91134347	POWER SUPPLY
	CONTINENTAL RESOURCES INC Total			<b>702.94</b>			
4282	ST CHARLES BUSINESS ALLIANCE			58,216.66	01/26/2023	FY 2023A	SSA&HOTEL TAX DISBURS-MOI
	ST CHARLES BUSINESS ALLIANCE Total			<b>58,216.66</b>			
4292	GARDA CL GREAT LAKES INC			340.42	01/26/2023	10722304	JANAUARY SERVICES
	GARDA CL GREAT LAKES INC Total			<b>340.42</b>			
4328	RYAN SPECIALIZED SERVICE INC		117000	5,540.00	01/26/2023	34141	SNOW REMOVAL
	RYAN SPECIALIZED SERVICE INC Total			<b>5,540.00</b>			
4352	ZORO TOOLS INC		117761	175.40	01/26/2023	INV11937556	SQUARE POINT SHOVEL
			117822	192.18	01/26/2023	INV11963004	INVENTORY ITEMS
	ZORO TOOLS INC Total			<b>367.58</b>			
4381	CULLIGAN TRI CITY		115635	68.15	01/26/2023	25850	WATER DELIVERY CENTURY ST
			115774	485.60	01/26/2023	25851	WATER DELIVERY PW
			115635	165.38	01/26/2023	25852	WATER DELIVERY CITY HALL
	CULLIGAN TRI CITY Total			<b>719.13</b>			
4452	ELEVATOR INSPECTION SERVICE		117804	350.00	01/26/2023	113027	ELEVATOR INSPECTION
	ELEVATOR INSPECTION SERVICE Total			<b>350.00</b>			
4456	FEHR GRAHAM & ASSOCIATES LLC		111444	680.00	01/26/2023	112538	WELL 3 & 4 RADIUM REMOVAL
			116479	6,442.25	01/26/2023	112539	SERVICES WW OPERATOR
			116055	996.75	01/26/2023	112539A	SERVICES WW OPERATOR
			116816	21,232.50	01/26/2023	112540	CONSTRUCTION SERVICE
	FEHR GRAHAM & ASSOCIATES LLC Total			<b>29,351.50</b>			
4464	Blake Powers			100.00	01/26/2023	012323	POV MILEAGE REIMBURSEMENT
	Blake Powers Total			<b>100.00</b>			



<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	STAT PROC					
4468	DIVERSIFIED INSPECTIONS					
		117114	2,399.93	01/26/2023	IND158184	ELECTRIC TESTING SERVICES
		117114	1,599.95	01/26/2023	IND158512	TESTING SERVICES
	DIVERSIFIED INSPECTIONS Total		<u><u>3,999.88</u></u>			
4478	MECHANICAL INC					
		117894	358.00	01/26/2023	CHI188964	REPAIR 1405 7TH AVE
		116586	1,106.37	01/26/2023	CHI189058	REPAIR WW LAB
		117894	1,468.30	01/26/2023	CHI189067	SERVICE REPAIR 1405 7TH AVE
		117894	626.00	01/26/2023	CHI189070	REPAIR 112 NORTH RIVERSIDE
		117749	2,170.00	01/26/2023	CHI189173	REPAIRS EAST WASTE WATER
	MECHANICAL INC Total		<u><u>5,728.67</u></u>			
4584	RUSH POWER SYSTEMS LLC					
		117929	814.43	01/26/2023	10498	REPAIR SUB 2
	RUSH POWER SYSTEMS LLC Total		<u><u>814.43</u></u>			
4592	FOUR KITCHENS LLC					
		116953	3,250.00	01/26/2023	3629	CONTINUOUS CARE SUBSCRIF
	FOUR KITCHENS LLC Total		<u><u>3,250.00</u></u>			
4602	Kyle Popp					
			95.00	01/26/2023	011123	PER DIEM 2/6/22 CRISIS INTER
	Kyle Popp Total		<u><u>95.00</u></u>			
4604	TRUE BLUE CAR WASH LLC					
		115707	75.00	01/26/2023	INV-4558	FLEET WASH - DEC 2022
	TRUE BLUE CAR WASH LLC Total		<u><u>75.00</u></u>			
4632	LAKESIDE INTERNATIONAL LLC					
		117085	725.40	01/26/2023	7221786P	VALVE ASSEMBLY
			-95.76	01/26/2023	CM7222541P	CREDITS PO 117294
	LAKESIDE INTERNATIONAL LLC Total		<u><u>629.64</u></u>			
4635	HERC RENTALS INC					
		116666	2,858.00	01/26/2023	33233481-001	SWEEPER RENTAL
		116997	5,125.00	01/26/2023	33288042-003	TRUCK DUMP AUTO DSL
	HERC RENTALS INC Total		<u><u>7,983.00</u></u>			
4712	DIVERGENT ALLIANCE LLC					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT PROC</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			117781	476.12	01/26/2023	4160	DIRT TARP
	DIVERGENT ALLIANCE LLC Total			<b>476.12</b>			
4715	IPBC			422,587.64	02/01/2023	020123	HEALTH INS PREMIUM-ACT/RE
	IPBC Total			<b>422,587.64</b>			
4719	BERRY DUNN MCNEIL & PARKER LLC		116092	4,553.84	02/01/2023	425598	CONSULTING SERVICES
	BERRY DUNN MCNEIL & PARKER LLC Total			<b>4,553.84</b>			
4720	THOMAS J TISCHHAUSER		117835	750.00	01/26/2023	STCHAR115	LEADERSHIP RESENTATION
	THOMAS J TISCHHAUSER Total			<b>750.00</b>			
4728	CARASOFT TECHNOLOGY CORP		116482	6,370.07	01/26/2023	IN1301518	CLOUD ENTERPRISE/TECH MG
			116482	-6,370.07	01/26/2023	IN1301518	CLOUD ENTERPRISE/TECH MG
	CARASOFT TECHNOLOGY CORP Total			<b>0.00</b>			
4729	THORNE ELECTRIC INC		116198	56,685.20	01/26/2023	21069	PECK RD/CAMPTON HILLS PRC
	THORNE ELECTRIC INC Total			<b>56,685.20</b>			
4746	ROCKET INDUSTRIAL INC		117519	102.04	01/26/2023	IN00396345	DEGREASER
			117519	179.98	01/26/2023	IN00397414	INVENTORY ITEMS
	ROCKET INDUSTRIAL INC Total			<b>282.02</b>			
4765	EWING SAFETY AND INDUSTRIAL		117647	60.00	01/26/2023	21345	EARPLUGS
			117710	589.50	01/26/2023	21346	LONG SLEEVE T SHIRT LIME
			117709	196.50	01/26/2023	21347	LONG SLEEVE T SHIRT LIME
			117648	330.20	01/26/2023	21348	WORKHORSE BOOT CUT JEAN
	EWING SAFETY AND INDUSTRIAL Total			<b>1,176.20</b>			
4775	SCHIPPER & CO USA INC		116831	4,095.75	01/26/2023	372894	FALL BULBS
	SCHIPPER & CO USA INC Total			<b>4,095.75</b>			
4779	ROYAL WINDOW CLEANING INC						

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT PROC</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			117317	240.00	01/26/2023	10027	DECEMBER WINDOW POLICE
			117317	240.00	01/26/2023	10094	WINDOW CLEANING NOVEMBE
			117317	400.00	01/26/2023	9858	WINDOW CLEANING SERVICES
			117317	120.00	01/26/2023	9859	WINDOW CLEANING SERVICES
			117317	600.00	01/26/2023	9862	WINDOW CLEANING SERVICES
	<b>ROYAL WINDOW CLEANING INC Total</b>			<b>1,600.00</b>			
<b>4781</b>	<b>MOTION MARKETING SERVICES LLC</b>						
			117878	600.00	01/26/2023	000037	PHOTO LICENSE
	<b>MOTION MARKETING SERVICES LLC Total</b>			<b>600.00</b>			
<b>4783</b>	<b>ST CHARLES PROF FIREFIGHTERS</b>						
				1,675.60	01/27/2023	UNF 230127155559FD	Union Dues - IAFF
	<b>ST CHARLES PROF FIREFIGHTERS Total</b>			<b>1,675.60</b>			
<b>4813</b>	<b>COMMERCIAL TIRE SERVICES INC</b>						
			117823	395.00	01/26/2023	2220078997	SERVICE CALL
			117690	245.28	01/26/2023	9980002231	ASSUR FINESSE
			117824	1,740.00	01/26/2023	9980002266	SAM HD/FEE & SERVICE
	<b>COMMERCIAL TIRE SERVICES INC Total</b>			<b>2,380.28</b>			
<b>4821</b>	<b>FN PLOW LLC</b>						
			117714	288.00	01/26/2023	1374	STORBE KIT
	<b>FN PLOW LLC Total</b>			<b>288.00</b>			
<b>4829</b>	<b>OPTAVISE LLC</b>						
			117905	844.22	01/26/2023	AT52791	ADVOCACY JANUARY
	<b>OPTAVISE LLC Total</b>			<b>844.22</b>			
<b>4834</b>	<b>KATHRYN E VANN</b>						
				250.00	01/26/2023	012523	WELLNESS INCENTIVE REIMBL
	<b>KATHRYN E VANN Total</b>			<b>250.00</b>			
<b>4835</b>	<b>CYNTHIA BOLGER BURNETT</b>						
				250.00	01/26/2023	012523	WELLNESS INCENTIVE REIMBL
	<b>CYNTHIA BOLGER BURNETT Total</b>			<b>250.00</b>			
<b>999001344</b>	<b>DISTINCTIVE HOMES BY DEMARCO</b>						
				10,000.00	01/26/2023	202102172	REFUND-TCO BOND 1033 S 5TH
	<b>DISTINCTIVE HOMES BY DEMARCO Total</b>			<b>10,000.00</b>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	STAT PROC					
999001346	DOOLEYMACK CONSTRUCTORS OF SC		50,000.00	01/26/2023	202100655	REFUND-BOND-PERMIT # 20210
	DOOLEYMACK CONSTRUCTORS OF SC Total		<u>50,000.00</u>			
999001347	DAVID RYAN		4,301.40	01/26/2023	012023	REFUND PAID COSC IN ERROR
	DAVID RYAN Total		<u>4,301.40</u>			
	Grand Total:		<u>2,731,633.20</u>			

The above expenditures have been approved for payment:

\_\_\_\_\_  
Chairman, Government Operations Committee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vice Chairman, Government Operations Committee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Date

**MINUTES**  
**THE CITY OF ST. CHARLES**  
**GOVERNMENT OPERATIONS COMMITTEE**  
**ALD. RON SILKAITIS, CHAIR**  
**MONDAY, FEBRUARY 6, 2023**

**1. Call to Order**

The meeting was called to order by Chairman Silkaitis at 7:06 pm.

**2. Roll Call**

**Present:** Ald. Kalamaris, Ald. Payleitner, Ald. Bongard, Ald. Bancroft, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber

**Absent:** Ald. Lencioni

**3. Administrative**

- a. Video Gaming Statistics December 2022.

It was requested that compliance checks be done for the for the 26 establishments which offer video gaming. The Code Enforcement Department follows up on any complaints.

**4. Omnibus Vote**

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

Motion by Ald. Wirball, second by Ald. Bancroft to approve the Omnibus items.

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

**5. Police Department**

- \*a. Recommendation to approve Street Parking Closures for the “Paint the Riverside Event” being held by the St. Charles Arts Council on Saturday, May 13, 2023.**

Motion by Ald. Wirball, second by Ald. Bancroft to recommend approval of Street Parking Closures for the “Paint the Riverside Event” being held by the St. Charles Arts Council on Saturday, May 13, 2023.

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

**6. Finance Department**

**a. Annual Funding Request Presentation from the St. Charles History Museum in the Amount of \$50,000 for Fiscal Year 2023-2024.**

Bill Hannah introduced Steve Gibson, the President of the History Museum, who introduced the Museum board and made a presentation. He reviewed the mission statement and 2022 accomplishments. He thanked sponsors, volunteers, and staff for their efforts. A question was asked about future children's programming, and Steve responded that he will work with the school and library districts to plan for that.

Motion by Ald. Pietryla, second by Ald. Wirball to recommend approval of the Annual Funding Request of the St. Charles History Museum in the Amount of \$50,000 for Fiscal Year 2023-2024.

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

**b. Annual Funding Request Presentation from the St. Charles Business Alliance in the Amount of \$698,6000 for Fiscal Year 2023-2024.**

Bill Hannah introduced Jenna Sawicki, Executive Director of the St. Charles Business Alliance, and shared that the funding request is the same as it was for the previous fiscal year.

Jenna made a presentation that included the organization's mission, 2022 accomplishments, financial results, and future activities and events planned for 2023-2024. A question was raised about social media impressions and the correlation to positive impact on local businesses. It was requested to put quantified goals into perspective to show how those compare to previous results.

Motion by Ald. Wirball, second by Ald. Weber to recommend approval of the Annual Funding Request of the St. Charles Business Alliance in the Amount of \$698,6000 for Fiscal Year 2023-2024.

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

**c. Recommendation to approve an Ordinance Amending Title 3, "Revenue and**

**Finance,” Chapter 3.36, “Home Rule Municipal Retailers’ and Service Occupation Tax,” of the City of St. Charles Municipal Code.**

Bill Hannah referred to the Budget Workshop that was held on January 23, 2023. One of the items discussed at that meeting was the condition of the City’s 138 miles of streets, which have deteriorated over the last five years. In a 2022 study, 54% of City streets were evaluated as Poor or Very Poor in condition. The City budget includes approximately \$2.9 million annually for road improvements, on average. This level of funding supports a 50-year cycle for road improvements, which is not sufficient for adequate maintenance.

A recent study showed that the City would need to spend an additional \$3.5 to 4.2 million annually, for approximately 10 years, to attain a 30-40-year maintenance cycle. Staff considered several options to generate the needed funding; an increase to the 2-cent local fuel tax, a new 3% natural gas tax, a new 1% food and beverage tax, an increase to the 3% alcohol tax, increase in property tax, or establish a real estate transfer tax (by referendum.) Many of these options put the financial burden on residents, and the total revenue amount will be insufficient for the current needs. The most financially impactful option would be to increase the local Home Rule Sales Tax, which is currently at 1%. Increasing that tax to 1.5 % would generate an additional \$4.4 million dollars per year in revenues, which could be designated for used on City roads and related infrastructure. This tax does not apply to food purchased at the grocery store, medicines, or auto sales. It is estimated that 40-60% of Home Rule Sales Tax is currently paid by nonresidents. The Home Rule Sales Tax was established in 1994 at .25%, increased to .5% in 1997, and raised to the current level of 1% in 2004. The intention is to designate all additional tax funds which are a result of this Ordinance to improvement of roads, bridges, and related road and pedestrian system infrastructure. Another evaluation would be anticipated in three to five years.

Multiple alderpersons commented in favor of the change and designation of the use of funds, despite a reluctance to increase taxes. Based on complaints received from residents, it’s believed that there is a willingness to pay for those repairs.

Steve Gaugel, resident, spoke in detail about his concerns regarding this tax increase. He raised questions about the road assessments and financial decisions made in 2018, and asked what has changed since that time. City Administrator Heather McGuire provided some context about the predictions made in 2018 and the results of the current street assessment. A delay in implementing an accelerated road maintenance program will result in even higher costs to replace roads that may be able to be resurfaced. Ald. Bancroft

suggests that it would be a worthy exercise for staff to understand the significant issues that caused the need for more revenue for roads and related infrastructure compared to the last evaluation.

Motion by Ald. Weber, second by Ald. Bancroft to recommend approval of an **Ordinance** Amending Title 3, "Revenue and Finance," Chapter 3.36, "Home Rule Municipal Retailers' and Service Occupation Tax," of the City of St. Charles Municipal Code.

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

\*d. **Budget Revisions January 2022.**

Motion by Ald. Wirball, second by Ald. Bancroft to recommend approval of Budget Revisions January 2022.

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

**7. Human Resources Department**

a. **Recommendation to approve a Resolution Authorizing an Intergovernmental Agreement between the City of St. Charles and the St. Charles Park District for the Participation in the Intergovernmental Personnel Benefit Cooperative.**

Jenn McMahon explained the reasons for the City move to the Intergovernmental Personnel Benefit Cooperative last year. This new Ordinance will allow the City to sponsor the St. Charles Park District in joining this cooperative and create a seamless transition for their staff. In the spirit of intergovernmental cooperation, and with no extra costs or burden to the City, it is recommended to approve this agreement.

Motion by Ald. Bessner, second by Ald. Wirball to recommend approval of a Resolution Authorizing an Intergovernmental Agreement between the City of St. Charles and the St. Charles Park District for the Participation in the Intergovernmental Personnel Benefit Cooperative.

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



**8. Public Comment – None**

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


Ald. Payleitner addressed the topic of the Ethics Ordinance and acknowledged that after reviewing it, the majority of alderpersons do not feel this needs to be updated.

**10. Adjournment**

Motion by Ald. Weber, second by Ald. Kalamaris to adjourn the meeting at 8:04 pm.

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

:sb

	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: IIIB1
	Title:	Motion to Approve a Resolution to Award the Bid for East Parking Deck Maintenance	
	Presenter:	Peter Suhr, Director of Public Works	
Meeting: City Council		Date: February 21, 2023	
Proposed Cost: \$58,690.00		Budgeted Amount: \$55,000.00	Not Budgeted: <input type="checkbox"/>
<b>Executive Summary</b> <i>(if not budgeted please explain):</i>  <p>After approval of this item at the September 26, 2022 Government Services Meeting, it was decided to hold on the project due to the impacts of the local businesses. Since that time, several of the items to be repaired as part of the overall scope have continued to deteriorate and need repair soon. Therefore, staff is recommending approval of the contract and direction to proceed with the work. In attempt to ease the burden on the local businesses, the Public Works staff will work with the contractor to limit disruption to the public. Also, Economic Development Director, Derek Conley will be meeting with businesses that are impacted by the construction prior to work being done and will be available for any problems that arise.</p> <p style="text-align: center;">***</p> <p>In 2021, the Public Works Department engaged Walker Consultants to perform a condition assessment of the east side parking deck, located on Walnut Avenue between 2<sup>nd</sup> and 3<sup>rd</sup> Avenues. In their assessment, Walker noted that, overall, the deck is in fair to good condition and recommended several maintenance and repair items to maintain the deck going forward. Such items included repairs to concrete floors and walls, sealing drains and joints, glazing and sealing windows, replacing light fixtures and ventilation louvers, painting the traffic markings as well as the metal doors and frames, and replacing the treads in the stairwells.</p> <p>The City recently opened bids to have this maintenance work performed. Of the six bids received, Western Specialty Contractors of Glendale Heights, IL submitted the lowest responsive pricing.</p> <p>Western Specialty Contractors has provided a number of favorable references for similar work performed in neighboring communities in the last several years.</p>			
<b>Attachments</b> <i>(please list):</i>  <p>None</p>			
<b>Recommendation/Suggested Action</b> <i>(briefly explain):</i>  <p>Motion to approve a Resolution to award the bid for East Parking Deck Maintenance to Western Specialty Contractors in the submitted bid amount.</p>			

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

**A Resolution Authorizing the Mayor and City Clerk of the City of St.  
Charles to award the Bid for East Parking Deck Maintenance to Western  
Specialty Contractors**

**Presented & Passed by the  
City Council on February 20, 2023**

WHEREAS, in 2021, the Public Works Department engaged Walker Consultants to perform a condition assessment of the east side parking deck, located on Walnut Avenue between 2<sup>nd</sup> and 3<sup>rd</sup> Avenues;

WHEREAS, the assessment noted the deck is in fair to good condition and recommended several maintenance and repair items to maintain the deck going forward;

WHEREAS, the City opened bids to have this maintenance work performed. Of the six bids received, Western Specialty Contractors of Glendale Heights, IL submitted the lowest responsive pricing;

BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be authorized to award the Bid for East Parking Deck Maintenance to Western Specialty Contractors in the submitted bid amount.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 20th day of February, 2023

PASSED by the City Council of the City of St. Charles, Illinois, this 20th day of February, 2023

APPROVED by the Mayor of the City of St. Charles, Illinois, this 20th day of February, 2023

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

ATTEST:

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

COUNCIL VOTE:

Resolution No. \_\_\_\_\_


Page 2

Ayes:

Nays:

Absent:

Abstain:

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: IIC1
	Title:	Motion to authorize and direct the City Attorney to terminate the Agreement with STC LOT 4, LLC for the Redevelopment Agreement (Building 8, First Street Redevelopment Project) in 90 days if the developer has not satisfied the “Closing Contingencies” and Closed as provided for under the Redevelopment Agreement	
	Presenter:	Derek Conley, Economic Development Director	
Meeting: City Council                      Date: February 21, 2023			
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
<b>Executive Summary</b> <p>The City owns the vacant grass lot at the northeast corner of Illinois St. and IL Route 31 (2nd St.). The lot has been planned for development of Building #8 of the First Street Redevelopment PUD. Following issuance of an RFP, in March 2019, the City entered into a Redevelopment Agreement (RDA) with STC Lot, 4 LLC (Frontier/Curt and Conrad Hurst), to convey the property for construction of First Street Building #8. The proposed building is 2 full stories with a partial 3rd story with rooftop decks. The proposed uses are first floor restaurant and second floor office. The property would be conveyed, at no cost, and the developer would be responsible for constructing the building and extending pedestrian streetscape improvements along the Illinois St. frontage.</p> <p>Construction was initially planned to start in 2019, with completion in Spring 2020. Construction plans were prepared and submitted for building permit review. However, the project did not proceed further. The City and Developer have the right to terminate the RDA. Alternately, the RDA permits the City to reasonably grant schedule extensions under the RDA. The Committee received an update on March 2021 and March 2022. The developer has indicated that the project is contingent upon pre-leasing, and delays were arising due to the pandemic. The Committee supported staff continuing to work the developer in good faith to complete the project based on the investments that had been made.</p> <p>To date there has been no progress on the development of the property. Per the discussion and direction from the Planning and Development Committee at the February 13, 2023 meeting, the recommendation is to authorize and direct the City Attorney to terminate the Redevelopment Agreement on behalf of the City if the developer has not satisfied the “Closing Contingencies” and Closed as provided for under the Redevelopment Agreement, as provided for under Section 5 of the Redevelopment Agreement.</p>			
<b>Attachments (please list):</b> <ul style="list-style-type: none"> <li>- First Street Building 8 Redevelopment Agreement</li> </ul>			
<b>Recommendation/Suggested Action (briefly explain):</b> <p>Motion to authorize and direct the City Attorney to terminate the RDA with STC LOT 4, LLC in 90 days if the developer has not satisfied the “Closing Contingencies” and Closed as provided for under the RDA.</p>			

## EXECUTION

### **CITY OF ST. CHARLES REDEVELOPMENT AGREEMENT (Building 8, First Street Redevelopment Project)**

This Redevelopment Agreement ("*Agreement*") is entered into this 18<sup>th</sup> day of March, 2019 ("*Effective Date*") between STC Lot 4, LLC, an Illinois limited liability company (the "*Developer*"), and the CITY OF ST. CHARLES, ILLINOIS, an Illinois home rule municipal corporation (the "*City*") (the Developer and the City are collectively referred to as the "*Parties*").

#### **RECITALS:**

A. **WHEREAS**, the City is a home rule unit of government in accordance with Article VII, Section 6, of the 1970 Illinois Constitution; and

B. **WHEREAS**, the City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the City and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base, to increase additional tax revenues realized by the City, to foster increased economic activity within the City, to increase employment opportunities within the City, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and to otherwise further the best interests of the City; and

C. **WHEREAS**, the City has undertaken a program for the redevelopment of certain property within the City, pursuant to the "Tax Increment Allocation Redevelopment Act," 65 ILCS 5/11-74.4-1 *et seq.*, as amended (the "*Act*"); and

D. **WHEREAS**, acting pursuant to the Act and after giving all notices required by law and after conducting all public hearings and meetings required by law, the City created a Redevelopment Project Area commonly known as the "First Street Redevelopment Project Area," as amended (the "*Redevelopment Project Area*") by (i) Ordinance No. 2002-M-13, adopted March 18, 2002, approving a Redevelopment Plan and Project, as amended (the "*Redevelopment Plan*"), (ii) Ordinance No. 2002-M-14, adopted March 18, 2002, designating a Redevelopment Project Area, as amended, and (iii) Ordinance No. 2002-M-15, adopted March 18, 2002, confirming Tax Increment Financing for the Project Area, as amended (collectively, the "*TIF Ordinances*"); and

E. **WHEREAS**, the City has the authority to promote the health, safety and welfare of its inhabitants, to prevent the onset of blight while instituting conservation measures, and to encourage private development in order to enhance the local tax base, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes; and

F. **WHEREAS**, the City is authorized to enter into this Agreement pursuant to the Act, the City's authority as a home rule municipal unit of government and other applicable statutory and constitutional authority; and

G. **WHEREAS**, the City is the owner of the property legally described in Exhibit A, attached hereto (the "*Redevelopment Property*"); and

H. **WHEREAS**, the Redevelopment Property is located within the City and within the Redevelopment Project Area; and

I. **WHEREAS**, the Developer, in response to requests for development proposals issued by the City, proposes to acquire and develop the Redevelopment Property with a two (2) story mixed use office/retail structure, and related streetscape improvements, substantially in conformance with the Final Plans (as hereinafter defined) to be prepared by the Developer and approved by the City and as further described in this Agreement ("Project"); and

J. **WHEREAS**, the City and the Developer entered into a certain Memorandum of Understanding, dated December 17, 2018, wherein (i) the City appointed the Developer as the exclusive developer to re-develop the Redevelopment Property, (ii) authorized the Developer to apply for securing any and all necessary entitlement approvals for the Project, and (iii) authorized the negotiation of this Agreement; and

K. **WHEREAS**, the City has agreed, in reliance on the Developer's expertise in similar project development and commitment to construct the Project, to convey the Redevelopment Property to the Developer as specifically set forth in this Agreement; and

L. **WHEREAS**, on March 1, 2019, pursuant to Section 11-74.4-4(c) of the Act, the City published a notice requesting alternate proposals for the redevelopment of the Redevelopment Property and did place a draft of this Agreement on file for review in the Office of the City Clerk; and

M. **WHEREAS**, the City did not receive any alternate proposals for the redevelopment of the Redevelopment Property; and

N. **WHEREAS**, the corporate authorities of the City have determined: (i) that the development and construction of the Project would be, in all respects, consistent with and in furtherance of the Redevelopment Plan, (ii) the completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement, and (iii) as a direct benefit of this Agreement and the contemplated development and construction of the Project, the equalized assessed value of the Property and the Redevelopment Project Area will increase; and

O. **WHEREAS**, this Agreement has been submitted to the corporate authorities of the City for consideration and review, the corporate authorities of the City have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the City according to the terms hereof, and any and all actions of the corporate authorities

of the City precedent to the execution of this Agreement have been undertaken and performed in the manner required by law; and

P. **WHEREAS**, this Agreement has been submitted to the Developer for consideration and review, and the Developer has taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Developer according to the terms hereof, and any and all actions precedent to the execution of this Agreement by the Developer have been undertaken and performed in the manner required by law.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the Parties agree as follows:

1. **INCORPORATION OF RECITALS AND EXHIBITS.** The statements, representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1. The exhibits referred to in this Agreement which are attached to or incorporated into it by textual reference are incorporated by reference into and made a part of this Agreement. The Parties acknowledge the accuracy and validity of those exhibits.

2. **DEFINITIONS.** For the purposes of this Agreement, unless the context clearly requires otherwise, words and terms used in this Agreement shall have the meanings provided from place to place herein, including above in the recitals hereto and as follows:

"*Change in Law*" means the occurrence, after the Effective Date, of an event described below, provided (i) such event materially changes the costs or ability of the Party relying thereon to carry out its obligations under this Agreement or otherwise necessitates changes to the Project and (ii) such event is not caused by the Party relying thereon:

Change in Law means any of the following: (i) the enactment, adoption, promulgation or modification of any federal, state, county or local law, ordinance, code, rule or regulation; (ii) the order or judgment of any federal or state court, administrative agency or other governmental body; or (iii) the adoption, promulgation, modification or interpretation in writing of a written guideline or policy statement by a governmental agency. Change in Law, for purposes of this Agreement, shall also include the imposition of any conditions on, or delays in, the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial or failure of issuance or renewal thereof) necessary for the undertaking of the Project under this Agreement.

"*Final Plans*" means (i) the preliminary planned unit development plans and elevations for the Project as approved by the City and attached hereto as Exhibit B and made a part hereof ("*Approved PUD Plans*"), and (ii) the final construction plans and specifications containing the detailed plans for the Project (in its entirety, including all public and private improvements and not merely the building(s) themselves) as approved by the City prior to the issuance of any



building or other permits for the Project, and any amendments thereto as approved by the Developer and the City.

"*Person*" means any individual, corporation, partnership, limited liability company, joint venture, association, trust, or government or any agency or political subdivision thereof, or any agency or entity created or existing under the compact clause of the United States Constitution.

"*State*" means the State of Illinois.

"*Substantial Completion*" means the completion of the Project pursuant to the Final Plans, exclusive of any tenant improvements, interior finishes and open "punch list" items as evidenced by the delivery by Developer of a certificate signed by the Developer's architect or project manager certifying that the Project is substantially complete and subject to the reasonable approval of the City.

"*Uncontrollable Circumstance*" means any event which:

- (a) is beyond the reasonable control of and without the fault of the Party relying thereon; and
- (b) is one or more of the following events:
  - (i) A Change in Law;
  - (ii) Insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, fire, nuclear incident, war or naval blockade;
  - (iii) Epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary or ordinary weather conditions or other similar act of God;
  - (iv) Third party litigation challenging the authority of the TIF Ordinances or the effectiveness of this Agreement;
  - (v) Governmental condemnation or taking or unreasonable delay in reviewing and issuing applicable permits;
  - (vi) Strikes or labor disputes, or work stoppages not initiated by the Developer;
  - (vii) Shortage or unavailability of essential materials, which materially change the ability of the Party relying thereon to carry out its obligations under this Agreement;
  - (viii) Unknown or unforeseeable geo-technical or adverse environmental conditions or environmental regulatory action regarding the Project;

- (ix) Major environmental disturbances;
- (x) Vandalism; or
- (xi) Terrorist acts.

Uncontrollable Circumstance shall not include: economic hardship; unavailability of materials (except as described in b (vii) above); or a failure of performance by a contractor (except as caused by events which are Uncontrollable Circumstances as to the contractor).

For each day that the City or the Developer is delayed by an Uncontrollable Circumstance, the dates set forth in this Agreement shall be extended by one (1) day for each day of the resulting delay.

"City Code" means the City of St. Charles City Code, as amended from time to time, and all other ordinances, rules and regulations of the City.

3. CONSTRUCTION. This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- A. Definitions include both singular and plural.
- B. Pronouns include both singular and plural and cover all genders.
- C. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."
- D. Headings of Sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- E. All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement.
- F. Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be in writing whether or not a writing is specifically mentioned in the context of use.
- G. The City Administrator, or the City Administrator's designee, unless applicable law requires action by the corporate authorities, shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices and

other actions required that are ministerial in nature or described in this Agreement for and on behalf of the City and with the effect of binding the City as limited by and provided for in this Agreement. The Developer and the City are entitled to rely on the full power and authority of the Persons executing this Agreement on behalf of the Developer and the City as having been properly and legally given by the Developer or the City, as the case may be.

H. In connection with the foregoing and other actions to be taken under this Agreement, and unless applicable documents require action by the Developer in a different manner, the Developer hereby designates Curt and/or Conrad Hurst, individually or their respective designee as authorized representative, each of whom shall individually have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of the Developer and with the effect of binding the Developer in that connection (either such individual being an "*Authorized Developer Representative*"). The Developer shall have the right to change its authorized Developer Representative by providing the City with written notice of such change, which notice shall be sent in accordance with Section 15.2.

#### 4. DEVELOPMENT OF THE REDEVELOPMENT PROPERTY.

Section 4.1. Project Schedule. The City and the Developer agree that the Developer's development and construction of the Project will be undertaken in accordance with the Project Schedule attached hereto as Exhibit C and made a part hereof ("*Project Schedule*"). The Parties acknowledge that the Project Schedule is based on the Parties' best understanding of the Project and related milestones as of the Effective Date. The Parties may amend the Project Schedule as necessary to ensure that it accurately reflects the key milestones in the development and construction of the Project, and the Parties specifically agree that the milestone dates may be mutually extended by the Parties. Each Party agrees that such extensions shall not be solely based upon the existence of Uncontrollable Circumstances and shall not be unreasonably withheld for the purpose of amending the Project Schedule.

Section 4.2. Construction of Public Improvements. Subject to the conditions and terms set forth in this Agreement, the City approves and designates the Developer to construct those public improvements, if any, at Developer's cost, as represented on the Final Plans. The Final Plans, together with all general engineering plans for the Project, shall depict all public improvements, if any, including utility improvements, curbs and gutters, sidewalks, and streetscape, as required and approved by the City (collectively, the "*Public Improvements*"). All Public Improvements shall be constructed and/or installed in accordance with the Final Plans and the City Code as it exists at the time of filing of the application for the permit for the issuance of the building permit for the Project. The Developer in construction of all Public Improvements shall follow such procedures as shall be required by the City Code.

5. CITY REDEVELOPMENT PROPERTY CONVEYANCE.

Section 5.1. Redevelopment Property. Subject to the City's satisfaction or waiver of the conditions precedent of this Agreement, and payment by the Developer to the City at closing of the Redevelopment Property of the nominal sum of Ten Dollars (\$10.00) ("*Purchase Price*"), the City will convey the Redevelopment Property to the Developer in the manner set forth herein and so that the Developer is able to build and complete and operate the Project. The conveyances of the Redevelopment Property as generally described in this Section and provided in this Agreement shall be undertaken in accordance with the closing date described in the Project Schedule and the other applicable provisions of this Agreement. The conveyance of the Redevelopment Property under this Agreement shall be as follows:

A. Closing Contingencies. The City currently holds title to the Redevelopment Property. So long no Event of Default exists with regard to the Developer hereunder beyond dates for cure as permitted herein, the City agrees, subject to the terms and conditions in this Agreement, to convey the City Redevelopment Property to the Developer, conditioned upon the following (the "*Closing Contingencies*"):

(i) pursuant to the Final Plans, the Developer has secured any and all zoning entitlements, variances, subdivision approvals, and permits from the City, state, county and any other regulatory body required to commence construction of the Project;

(ii) at Closing, the Developer will open and record its Construction Loan (as defined herein), which shall be open for funding upon customary disbursement procedures and sufficient in amount, when added to the upfront equity of the Developer (the "*Developer Equity Contribution*") to complete construction of the Project, as reasonably determined by the City; and

(iii) the Developer has provided the City with satisfactory written evidence of the full investment of the Developer Equity Contribution.

B. Developer's Investigation Contingency. For a period of sixty (60) days after the Effective Date (the "*Investigation Contingency Period*"), this Agreement is contingent upon the Developer, at its sole cost and expense, having the right to conduct, or cause to be conducted, any reviews, inspections, investigations, appraisals, evaluations and tests of the Redevelopment Property that the Developer deems necessary or desirable (collectively, the "*Investigations*").

C. Developer's Right to Terminate. The Developer shall have the right to terminate this Agreement upon notification to the City on or prior to the termination of the Inspection Period that, in the Developer's sole discretion, the results of the Investigations are not satisfactory to the Developer.

Section 5.2. Title Commitment. Within fifteen (15) days after the Effective Date, City will deliver to Developer a commitment for an owner's title insurance policy (2006 Form B), with extended coverage (the "*Title Commitment*") issued by Chicago Title Insurance Company (the "*Title Company*") in the amount of the Purchase Price, covering title to the Redevelopment Property on or after the Effective Date, showing fee simple title vested in the City, accompanied by all documents and instruments reflected in Schedule B thereto as affecting the Redevelopment Property (the "*Title Documents*").

Section 5.3. Survey. The City has provided its existing survey, if any, of the Redevelopment Property. Within the Investigation Contingency Period, Developer shall obtain, at Developer's sole cost and expense, an ALTA/NSPS Land Title Survey (with Table A options as required by Developer), prepared and certified by a licensed or registered Illinois land surveyor to Developer, the Title Company and Developer's lenders in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (the "*Survey*").

Section 5.4. Correction of Title and Survey Defects. Within fifteen (15) days after receipt of the last of the Title Commitment, Title Documents and Survey, the Developer shall provide to the City in writing a specific list of the Developer's objections to any of them ("*Title Objections*"). Except as set forth below, any item constituting an encumbrance upon or adversely affecting title to the Redevelopment Property which is not objected to by the Developer in writing by such time shall be deemed approved by the Developer and shall constitute a Permitted Exception (as hereinafter defined). Any mortgages, security interests, financing statements, or any other lien recorded against the Redevelopment Property following the Agreement Date with the consent or acquiescence of the City are collectively referred to as the "*Consensual Liens*" and none of such Consensual Liens shall constitute, be or become Permitted Exceptions. The City shall cause all Consensual Liens, if any, to be paid and discharged in full at closing and in the event the City fails to do so, the Developer shall have the right to deduct and apply so much of the Purchase Price as is reasonably required to do so. The phrase "*Permitted Exceptions*" shall mean (i) a blanket easement reservation for public utilities to be recorded at closing for those vacant portions of the Redevelopment Property not encumbered with the Project structures and (ii) those exceptions to title set forth in the Commitment, Title Documents and Survey and accepted or deemed approved by the Developer pursuant to the terms hereof, except Consensual Liens as provided above, which shall not constitute Permitted Exceptions. The City shall have the right, but not the obligation, for a period of twenty-one (21) days after receipt of the Developer's Title Objections (the "*Cure Period*") to cure (or commit to cure at or prior to closing) by delivery of written notice thereof to the Developer within the Cure Period any or all Title Objections contained in the Developer's notice. If any such Title Objections are not cured (or, if reasonably capable of being cured, the City has not committed to cure same at or prior to closing) within the Cure Period, or if the City sooner elects not to cure such Title Objection by written notice to the Developer, the Developer shall have until the earlier of the expiration of the Cure Period or five (5) days after the receipt of such written notice within which to give the City written notice that the Developer elects either (y) to waive all such uncured objections (in which case the uncured objections shall become Permitted Exceptions); or (z) terminate this Agreement. If the Developer does not deliver such written notice within the above period, the Developer shall be deemed to have terminated this Agreement, in which case

neither Party shall have any further obligations to the other hereunder (except any obligations which this Agreement provides survive termination).

Section 5.5. General Title and Survey Provisions. City will pay any fee the Title Company charges for issuing the Title Commitment, including any date down fee, and will also pay the premium the Title Company charges for the Owner's title insurance policy, with extended coverage, and any endorsements needed to insure over Title Objections, Consensual Liens and other matters not constituting Permitted Exceptions. City will also pay any separate title examination charges and the recording fees for any mortgage or other encumbrance releases. Developer will pay all loan policy premiums and recording fees for the deed conveying the Property and Developer's mortgage documents, and all other title insurance endorsements that Developer requests.

Section 5.6. Conveyance. Subject to the satisfaction of all of the Closing Contingencies, the City shall convey to the Developer merchantable, insurable, fee simple title to the Redevelopment Property by Special Warranty Deed. The conveyance of the Redevelopment Property shall be closed through a New York style deed and money escrow with the Title Company serving as escrow agent. The City and the Developer will execute the standard form of New York style deed and money escrow instructions then in use by the Title Company, modified as necessary to conform to the terms of this Agreement. The attorneys for the City and the Developer are authorized to execute the escrow agreement and amendments thereto and all directions or communications thereto, as well as any other documents necessary to effectuate the conveyance of the Redevelopment Property. All fees and costs of the escrow shall be split equally between the City and the Developer. The Developer shall have the right to possession thereof at the time of closing or conveyance. All assessments, general or special, which are due and payable in arrears after the closing, and assessments for improvements completed prior to such closing but payable after such closing shall be prorated at such closing. Ad valorem real estate taxes for the Redevelopment Property, if not otherwise exempt, will be prorated at 105% of the most current available assessed value, equalization factor and tax rate between the Developer and the City as of the closing date. The City's portion of the prorated taxes will be credited to the Developer at closing as an adjustment to the Purchase Price. If the assessment(s) for the year of closing and/or prior years are not known at the closing date, the prorations will be based on taxes for the previous tax year. Such other items that are customarily prorated in transactions of this nature, if any, shall be ratably prorated. For purposes of calculating prorations, the Developer shall be deemed to be in title to the Redevelopment Property on the closing date. All such prorations shall be made on the basis of the actual number of days of the year and month, which shall have elapsed as of such closing date. The amount of the ad valorem real estate tax proration shall be adjusted in cash after such closing as and when the final tax bill for such period(s) becomes available. The City and the Developer agree to cooperate and use their diligent and good faith efforts to make such adjustments no later than sixty (60) days after such information becomes available.

Section 5.7. Closing. At closing, the City and/or the Developer, as is customary, shall deliver or cause to be delivered the following, in form and substance reasonably acceptable to the Parties:

A. A Special Warranty Deed, executed by the City, in recordable form, conveying the Redevelopment Property to the Developer;

B. An Affidavit of Title and ALTA Statement;

C. A title policy (or "marked up" title commitment) issued by the Title Company dated as of the date of closing in the nominal amount of One Hundred Thousand Dollars (\$100,000.00), with extended coverage, at the City's cost, and such endorsements as the Developer shall require, at the Developer's cost, and said title policy or "marked up" commitment shall be otherwise in accordance with the requirements herein (it being understood that both Parties will provide any certificate or undertakings required in order to induce the Title Company to insure for any "gap" period resulting from any delay in recording of documents or later-dating the title insurance file);

D. Public utility easements, as provided for in Section 5.4(ii) above;

E. Completed City, State and County Transfer Declarations marked exempt;

F. Reconveyance Special Warranty Deed ("*Reconveyance Deed*") executed by the Developer to the City, to be held in escrow by the Title Company (the "*Reconveyance Escrowee*"), providing for the reconveyance to the City or the release of the Reconveyance Deed to Developer as provided for in Section 5.7I of this Agreement; and

G. Such other documents and instruments as may reasonably be required by the Title Company and which may be necessary to consummate this transaction and to otherwise effect the agreements of the Parties hereto.

H. In the event of a failure to close the sale of the Redevelopment Property on or before the earlier of December 31, 2019 or thirty (30) days after the satisfaction of the latest to occur of the Closing Contingencies, whichever is earlier, either Party shall, by written notice to the other, have the right to terminate this Agreement.

I. Within sixty (60) days following the conveyance by the City of the Redevelopment Property, the Developer shall commence construction of the structural improvements (*i.e.*, pouring of footings) for the Project ("*Developer Commencement*"). If the Developer fails to comply with either of the requirements set forth in the previous sentence, the City shall have the option, in addition to any and all remedies available to it under this Agreement, exercise upon written notice to the Developer, to have the Redevelopment Property, together with any improvements thereon, if any, reconveyed to the City for no consideration and with no claim against the City for work performed by the Developer on the Redevelopment Property, which shall be at Developer's sole cost and expense, free and clear of any liens and encumbrances created by the act or default of the Developer, with taxes, water, sewer and other utility charges prorated as of the date of such reconveyance, and/or terminate this Agreement. Upon Developer Commencement, and upon inspection and confirmation by the City, the City shall provide its written

direction to the Reconveyance Escrowee to release the Reconveyance Deed to or at the direction of the Developer.

J. Upon written request by Developer, and providing the City with evidence of its commercially diligent effort to comply with any of the time requirements as set forth herein, the City may extend any of the time requirements, such grant of extension not to be unreasonably withheld, conditioned or delayed. Time periods resulting from delays attributable to Uncontrollable Circumstances shall be extended as set forth herein.

Section 5.8. AS-IS Condition. This Agreement is an arms-length agreement between the Parties. Except as expressly provided herein to the contrary, the conveyance of the Redevelopment Property to the Developer is "as is, where is" and reflects the agreement of the Parties that there are no representations, disclosures, or express or implied warranties. **SUBJECT TO THE TERMS OF THIS AGREEMENT, THE DEVELOPER IS PURCHASING THE REDEVELOPMENT PROPERTY AND, EXCEPT AS SET FORTH HEREIN, THE REDEVELOPMENT PROPERTY SHALL BE CONVEYED AND TRANSFERRED TO THE DEVELOPER "AS IS, WHERE IS, AND WITH ALL FAULTS," AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER FROM OR ON BEHALF OF THE CITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING EXCEPT AS SET FORTH HEREIN, THE CITY HAS NOT MADE, AND DOES NOT AND WILL NOT MAKE WITH RESPECT TO THE REDEVELOPMENT PROPERTY, ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY, BUILDABILITY, MORTGAGEABILITY OR MARKETABILITY OF THE REDEVELOPMENT PROPERTY, OR THE PRESENCE OF HAZARDOUS MATERIALS THEREIN, THEREON, OR THEREUNDER, WHICH WARRANTIES ARE HEREBY DISCLAIMED.**

The Developer has had, and will have pursuant to this Agreement, an adequate opportunity to make such legal, factual and other inquiries and investigations as the Developer deems necessary, desirable or appropriate with respect to the Redevelopment Property. Such inquiries and investigations of the Developer shall be deemed to include, but shall not be limited to, the physical and environmental condition of the Redevelopment Property, the suitability of the Redevelopment Property for the Project, such state of facts as an accurate survey and inspection of the Redevelopment Property would show, and all zoning and other codes, ordinances and regulations of any governmental entity applicable to the ownership, maintenance or operation of the Redevelopment Property.

Section 5.9. City Reports. To the best of its knowledge, the City has delivered or made available to the Developer copies, if any, of all environmental reports, studies or other information relating to the Redevelopment Property that the City has in its files, if any (the "*Reports*"). The City makes no warranties or representations regarding the contents of such



Reports. The Developer hereby unconditionally and irrevocably waives and releases the City from and against any liability or claim related to the Reports and the accuracy or completeness of the information contained therein. The Developer acknowledges that it shall not rely on the Reports or the information contained, and has conducted or shall conduct its own continuing environmental due diligence with respect to all matters and information otherwise relating to the Redevelopment Property and the environmental condition thereof. The City makes no warranties or representations regarding, nor does it indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Redevelopment Property or anywhere within the Redevelopment Project Area of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 961-9657, as amended) (collectively, the "Hazardous Substances"). The foregoing disclaimer relates to any Hazardous Substance allegedly generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on or in the vicinity of the Redevelopment Property, as well as any activity claimed to have been undertaken on or in the vicinity of the Redevelopment Property that would cause or contribute to causing (1) the Redevelopment Property to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Redevelopment Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. § 691 *et seq.*, or any similar state law or local ordinance, (2) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, onto or from the Redevelopment Property within the meaning of, or otherwise bring any Redevelopment Property within the ambit of, CERCLA, or any similar state law or local ordinance, or (3) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*, or any similar state law or local ordinance. Further, the City makes no warranties or representations regarding, nor does the City indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Project of any substances or conditions in or on the Redevelopment Property that may support a claim or cause of action under RCRA, CERCLA, or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements. The City makes no representations or warranties regarding the existence of any above ground or underground tanks in or about the Redevelopment Property, or whether any above or underground tanks have been located under, in or about the Redevelopment Property and have subsequently been removed or filled. The Developer (i) waives and releases any and all claims against the City for indemnification, contribution, reimbursement or other payments arising under federal, state and common law or relating to the environmental condition of the Redevelopment Property, and (ii) holds harmless and indemnifies the City against any and all loss, damage, claims, demands, suits, costs, expenses (including reasonably attorney fees) whatsoever arising or in any way related to the environmental condition and/or remediation of any contamination of the Redevelopment Property.

6. CITY PERMIT AND ZONING APPLICATION COST WAIVED. The City agrees to (i) reimburse any and all City-imposed zoning application fees required by the

Developer for approval of the Project and (ii) reimburse the Developer any and all City permit and inspection fees incurred by the Developer solely for the construction of the building shell for the Project (including the cost of an electric transformer upgrade, if required), to be paid to the Developer within thirty (30) days of substantial completion and issuance of the City's certificate of occupancy, pursuant to the Final Plans; however, specifically, excluding any and all fees, including but not limited to permit, utility connection, license or inspection fees, as may be required for any occupants of the Project.

7. DEVELOPER COMMITMENTS, COVENANTS, REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS. In consideration of the City's substantial commitment to the redevelopment of the Redevelopment Property and its commitments contained in this Agreement, the Developer agrees, represents, warrants and covenants with and to the City as follows and elsewhere in this Agreement:

Section 7.1. Plans and Compliance with Applicable Laws. The Developer shall construct the Project in material conformance with this Agreement, the Final Plans and City Code. The Developer shall at all times acquire, install, construct, operate and maintain the Project in conformance with the City Code. All work with respect to the Project shall conform to all applicable federal, state, and county regulations and ordinances.

Section 7.2. Construction of the Project.

A. The Developer shall apply for, diligently pursue and secure all required permits and approvals for the Project pursuant to the Project Schedule. The City shall cooperate with the Developer in approving necessary City permits after submission of a complete application, which complies in all respects with all applicable laws, ordinances, regulations and this Agreement. Should the City reject any submitted building permit applications for failure to comply with the Final Plans, the Developer shall, within twenty-one (21) business days, or such other reasonable time, after receiving written notice thereof, cause new or corrected documents to be prepared and submitted to the City. This process, within the time frames herein stipulated, shall be repeated as often as may be necessary until the documents are in compliance with the Final Plans and applicable laws and ordinances, except that all submittals after the initial submittal shall be reviewed by the City within such shorter period as may be reasonably practical. Any errors or omissions of the City in the review of and comments provided in response to the submittals shall not constitute a waiver of the application of the City's ordinances and regulations related to the Project.

B. To the extent required and permitted by law, the Developer shall comply with the Prevailing Wage Act (for purposes of this Section, the "Prevailing Wage Act") of the State of Illinois, 820 ILCS 130/0.01 *et seq.*, as amended. The Developer agrees to indemnify, hold harmless, and defend the City, its governing body members, officers, and agents, including independent contractors, consultants and legal counsel, servants and employees thereof ("Indemnified Parties") against all loss, cost, damage, judgments, awards, fines or interest sustained by the Indemnified Parties resulting from any regulatory actions, complaints, claims, suits, liabilities, liens, judgments, including

reasonable attorneys' fees, to the extent caused by noncompliance with the Prevailing Wage Act, including, but not limited to a complaint by the Illinois Department of Labor under Section 4(a-3) of the Act, 820 ILCS 130/4(a-3). The indemnification obligations of this Section on the part of the Developer shall survive the termination or expiration of this Agreement. In any such claim, complaint or action against the Indemnified Parties, the Developer shall, at its own expense, appear, defend and pay all charges of reasonable attorney's fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith.

C. The Developer shall grant, dedicate or convey any and all public easements on the Redevelopment Property in order to provide for all required Project Public Improvements, if any, and as may be shown in the Final Plans, including but not limited to rights-of-way, sidewalks, street lights, streetscape, water mains, storm and sanitary sewer mains, gas, electricity, and cable television. The Parties shall coordinate said conveyances with all applicable utility companies and other applicable governmental bodies and/or agencies.

D. The Developer shall prepare, file and secure approval by the City of any and all required plats of consolidation, resubdivision, or vacation as may be required by City Code, or otherwise, to effectuate the terms of this Agreement for the Project.

E. The Developer shall convey by Bill of Sale, free and clear title to any Public Improvements as may be depicted on the Final Plans.

F. In the event the Developer elects to park and stage construction equipment, materials and vehicles other than on the Redevelopment Property, the City shall have the right to reasonably approve such locations. The Developer shall stage its construction of the Project to avoid to the fullest extent possible any such community disruption. During construction, the Developer shall on a daily basis keep all streets immediately adjacent to the Project free of any construction-related debris. Notwithstanding the foregoing, the City shall permit Developer the exclusive right to erect and maintain signage on the Redevelopment Property from and after the Effective Date for the announcement and marketing of the Project. Should this transaction fail to close on or before December 31, 2019, Developer shall thereafter immediately remove its signage. The City shall cause any other signage not attributable to the Project to be removed from the Redevelopment Property.

### Section 7.3. Representations, Warranties and Undertakings of the Developer.

A. The Developer hereby represents and warrants that it is an Illinois limited liability company duly organized and existing and in good standing under the laws of the State of Illinois, and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement. The Developer is solvent, able to pay its debts as they mature and financial able to perform all the terms of this Agreement. To the Developer's knowledge, there are no actions at law or similar proceedings which are pending or threatened against the Developer which

would result in any material and adverse change to the Developer's financial condition, or which would materially and adversely affect the level of the Developer's assets as of the date of this Agreement or that would materially and adversely affect the ability of the Developer to proceed with the construction and development of the Project. The Developer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as an Illinois limited liability company, so long as the Developer has any obligations pursuant to the terms of this Agreement. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by Developer of this Agreement.

B. Developer hereby represents and warrants that neither the execution and delivery of this Agreement by the Developer, the consummation of the transactions contemplated hereby by the Developer, nor the fulfillment of or compliance with the terms and conditions of this Agreement by the Developer conflicts with or will result in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of the Developer (with the Developer's prior written approval), any organizational documents, any restriction, agreement or instrument to which the Developer or any of its partners or venturers is now a party or by which the Developer or any of its partners or its venturers is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of the Developer, any related party or any of its venturers under the terms of any instrument or agreement to which the Developer, any related party or any of its partners or venturers is now a party or by which the Developer, any related party or any of its venturers is bound.

C. The Developer hereby represents and warrants that it has sufficient financial and economic resources to implement and complete the Developer's obligations contained in this Agreement. The Developer has or will obtain a firm commitment from a financial institution providing all monies needed through third party financing or alternatively will provide proof of access to sufficient funds pursuant to the terms of this Agreement. Developer has not experienced a materially adverse change in the business, financial position or results of its operations that could reasonably be expected to adversely affect Developer's ability to perform its obligations pursuant to this Agreement.

D. The Developer hereby represents and warrants that it shall comply with all applicable laws, rules and regulations having material applicability to the construction, use and occupancy of the Project of the State of Illinois, the County of Kane and the United States of America, and any and all agencies or subdivisions thereof, and all other governmental bodies and agencies having jurisdiction over the Redevelopment Property.

E. The Developer represents and warrants that it shall comply in all material respects with all terms, provisions and conditions, and that it shall not permit a continuing default, beyond periods of cure and grace, to exist under any document or agreement relating to the Project or the financing and development of the Project, including but not

limited to this Agreement, and all agreements and documentation executed and delivered in connection with any financing or loans for the Project, to the extent that such default would have a material adverse effect on the construction, development and opening of the Project.

F. The Developer agrees that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably required for carrying out the intention of or facilitating the performance of this Agreement to the extent legally permitted and within the Developer's sound legal discretion.

G. The Developer hereby represents and warrants that no officer, member, manager, stockholder, employee or agent, or any other Person connected with the Developer, has knowingly made, offered or given, either directly or indirectly, to any member of the corporate authorities, or any officer, employee or agent of the City, or any other Person connected with the City, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her capacity with the City, to the extent prohibited under applicable law.

H. The Developer hereby represents and warrants that, as of the date of this Agreement, the cost of the Project is anticipated to be not less than \$2,559,482.00, pursuant to and as estimated by the Project Budget, pursuant to Exhibit D, attached hereto and made a part hereof.

I. The Developer hereby covenants and agrees to promptly pay or cause to be paid as the same become due, any and all taxes and governmental charges of any kind that may at any time be lawfully finally assessed and payable with respect to the Project and/or the Redevelopment Property. Following substantial completion of the Project and at all times when the TIF Ordinances shall be in effect for the Redevelopment Property, the Developer, its successors and assigns, agrees that it will not protest, object to or otherwise (i) petition for a reduction to any real estate tax assessment attributable to the Redevelopment Property and/or Project in any manner that would reduce the assessed value of the Redevelopment Property and/or Project for real estate tax years through and including December 31, 2025, or (ii) seek a refund of the general *ad valorem* real estate taxes attributable to the Redevelopment Property and/or Project for real estate tax years through and including December 31, 2025. Notwithstanding the foregoing, in the event the assessed valuation of the Redevelopment Property and/or Project is (i) materially inconsistent with similarly situated property or (ii) increases more than ten (10%) percent in any calendar tax year, the Developer may, upon prior notice to and written consent from the City, protest the assessed value of the Redevelopment Property and/or Project.

J. In accordance with Illinois law, 50 ILCS 105/3.1, simultaneously with the execution of this Agreement by the Parties, the Developer or an authorized managing member thereof shall submit a sworn affidavit to the City disclosing the identity of every owner and beneficiary who has any interest, real or personal, in the Project, and every shareholder entitled to receive more than 7 ½ % of the total distributable income of any

corporation after having obtained such an interest in the Project or, alternatively, if a corporation's stock is publicly traded, a sworn affidavit by an officer of the Developer or its managing agent that there is no readily known individual who has a greater than 7 ½% interest, real or personal, in the Developer or the Project. The sworn affidavit shall be substantially similar to the one described in Exhibit E, attached hereto and made a part of this Agreement. Said affidavit shall be updated, as necessary.

8. REPRESENTATIONS AND WARRANTIES OF THE CITY. The City represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

Section 8.1. Organization and Authority. The City is a municipal corporation duly organized and validly existing under the laws of the State of Illinois, is a home rule unit of government, and has all requisite corporate power and authority to enter into this Agreement.

Section 8.2. Authorization. The execution, delivery and the performance of this Agreement and the consummation by the City of the transactions provided for herein and the compliance with the provisions of this Agreement (i) have been duly authorized by all necessary corporate action on the part of the City, (ii) require no other consents, approvals or authorizations on the part of the City in connection with the City's execution and delivery of this Agreement, and (iii) shall not, by lapse of time, giving of notice or otherwise, result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the City is subject.

Section 8.3. Litigation. To the best of the City's knowledge, there are no proceedings pending or threatened against or affecting the City or the TIF District in any court or before any governmental authority which involves the possibility of materially or adversely affecting the ability of the City to perform its obligations under this Agreement.

9. INSURANCE.

Section 9.1. Project Insurance. The Developer, and any successor in interest to the Developer, shall, after conveyance of the portions of the Redevelopment Property to be conveyed to the Developer under this Agreement, until construction of the Project is complete, obtain or cause to be obtained and continuously maintain insurance on the Project and, from time to time at the request of the City, furnish proof to the City that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that the Developer must obtain:

A. From the commencement of any construction of the Project until issuance of the Certificates of Substantial Completion, Developer shall procure and maintain:

(i) *Workers Compensation and Employers Liability Insurance.* Worker's Compensation Insurance, in accordance with the laws of the State of Illinois, with statutory limits covering all employees providing services under this Agreement and Employer's Liability Insurance with limits not less than \$1,000,000.00 each accident or illness.

(ii) *Commercial General Liability Insurance.* Commercial General Liability Insurance with not less than \$2,000,000.00 combined single limits per occurrence and aggregate for bodily injury, property damage, and personal injury, including, but not limited to, coverage for premises/operations, products/completed operations, broad form property damage, independent contractors, contractual liability, and explosion/collapse/underground hazards. The City is to be named as an additional insured on a primary, non-contributory basis.

(iii) *Automobile Liability Insurance.* Commercial Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles, including the loading and unloading thereof, with limits not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The City is to be named as an additional insured on a primary, non-contributory basis.

(iv) *All Risk/Builders Risk.* When Developer undertakes any construction, Developer must provide or cause to be provided All Risk/Builders Risk Insurance at replacement costs for materials, supplies, equipment, machinery and fixtures that are or will be part of the Project.

(v) *Valuable Papers.* When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount sufficient to pay for the recreation, reconstruction, or restoration of any and all records related to the Project.

(vi) *Independent Contractors and Subcontractors.* Developer shall require all independent contractors and subcontractors to procure and maintain insurance as required and submit documentation of the maintenance of such insurance from time to time as required herein.

B. Unless otherwise provided above, all insurance policies required pursuant to this Agreement shall:

(i) Provide that the insurance policy may not be suspended, voided, canceled, non-renewed, or reduced in coverage or in limits without sixty (60) days' prior written notice by certified mail, return receipt requested, to the City;

(ii) Be issued by a company or companies authorized to do business in the State of Illinois with a Best's rating of no less than A:VII;

(iii) Waive all rights of subrogation of insurers against the City, its employees, elected officials, and agents; and

(iv) Specifically name Developer and City named insureds.

C. Within thirty (30) days of the Effective Date, Developer shall furnish the City with a certificate(s) of insurance effecting coverage as required under this Section 11. In addition, Developer shall annually furnish the City copies of receipts for payments of premiums regarding such policies. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the Agreement. The failure of the City to obtain certificates or other insurance evidence is not a waiver by the City of any requirements for Developer to obtain and maintain the specified coverages. Non-conforming insurance constitutes an Event of Default.

D. Any deductibles or referenced insurance coverages must be borne by Developer or its independent contractors or subcontractors.

E. The insurance requirements set forth in this Section 9 shall in no way limit or be used to offset against Developer's indemnification obligations under this Agreement.

#### 10. INDEMNIFICATION AND LIMITATION OF LIABILITY.

Section 10.1. Indemnification. The Developer releases from and covenants and agrees that the City, its governing body members, officers, agents, including independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "*Indemnified Parties*") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss, damage, claims, demands, suits, costs, expenses (including reasonable attorney's fees), actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer and its officers, employees, agents and/or contractors (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project ("*Indemnified Claims*"); provided, however, that the Developer's indemnity under this Section shall be reduced to the extent the Indemnified Claims are caused, if at all, by the willful misconduct or gross negligence on the part of the Indemnified Parties or to the extent the Indemnified Claims are caused, if at all, by the City's failure to comply with any material requirement of this Agreement or other applicable law and the Developer's indemnification pursuant to this Section expressly does not include any claims from third-parties challenging or relating to the City's authority to create and establish the Redevelopment Project Area.

Section 10.2. Limitation of Liability. No recourse under or upon any obligation, covenant or condition in this Agreement, or for any claim based thereon or otherwise related thereto, shall be had against the City, or its officers, officials, agents and/or employees, in any amount in excess of any specific sum agreed by the City to be paid to the Developer hereunder, subject to the terms and conditions set forth herein, and no liability, right or claim at law or in equity shall attach to, or shall be incurred by, the City, or its officers, officials, agents and/or employees, in excess of such amounts and any and all such rights or claims of the Developer against the City, or its officers, officials, agents and/or employees are hereby expressly waived



and released as a condition of and as consideration for the execution of this Agreement by the City.

## 11. EVENTS OF DEFAULT AND REMEDIES.

Section 11.1. Developer Events of Default. The following shall be Events of Default with respect to this Agreement:

A. If any material representation made by the Developer in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to the City pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made.

B. Failure of the Developer to comply with any material covenant or obligation contained in this Agreement, or any other agreement, financing or otherwise, concerning the Project, the Redevelopment Property, or the existence, structure or financial condition of the Developer.

C. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Developer for any substantial part of its Redevelopment Property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of thirty (30) consecutive days.

D. The Developer: (i) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its or their property; or (ii) is adjudicated a bankrupt; or (iii) files a petition in bankruptcy or to effect a plan or other arrangement with all of its creditors; or (iv) files an answer to a creditor's petition (admitting the material allegations thereof) for an adjudication of bankruptcy or to effect a plan or other arrangement with all of its creditors; or (v) applies to a court for the appointment of a receiver for its assets; or (vi) has a receiver or similar official appointed for its assets, or, if such receiver or similar official is appointed without the consent of the Developer and such appointment shall not be discharged within thirty (30) days after his appointment or the Developer has not bonded against such receivership or appointment; or (vii) a petition described in (iii) is filed against the Developer and remains pending for a period of ninety (90) consecutive days, unless the same has been bonded, and as a result thereof, the Developer ceases to operate; or (viii) files any lawsuit, claim and/or legal, equitable or administrative action affecting the City's ability to collect any such sales tax revenue hereunder.

E. The Developer abandons the Project on the Redevelopment Property. Abandonment shall be deemed to have occurred when work stops on the Redevelopment Property for more than thirty (30) consecutive days for any reason other than: (i)

Uncontrollable Circumstances, (ii) if the Developer is ahead of its planned construction schedule on the Project Schedule, or (iii) work stoppage caused by an action or inaction of the City that is not in compliance with the terms of this Agreement.

F. The Developer materially fails to comply with applicable governmental codes and regulations with respect to the Project and the City Codes in relation to the construction and maintenance of the buildings contemplated by this Agreement.

Section 11.2. City Events of Default. The following shall be Events of Default with respect to this Agreement:

A. If any representation made by the City in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to the Developer pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an event of default only if the City does not remedy the default within thirty (30) days after written notice from the Developer.

B. Default by the City in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure or financial condition of the City; provided, however, that such default or breach shall constitute an event of default only if the City does not, within thirty (30) days after written notice from the Developer, initiate and diligently pursue appropriate measures to remedy the default, or if the City fails to cure such default within ninety (90) days of written notice of such default.

Section 11.3. Remedies of Default. In the case of an event of default hereunder:

A. The defaulting party shall, upon written notice from the non-defaulting party, take immediate action to cure or remedy such event of default. If, in such case, any monetary event of default is not cured within thirty (30) days, or if in the case of a non-monetary event of default, action is not taken or not diligently pursued, or if action is taken and diligently pursued but such event of default or breach shall not be cured or remedied within a reasonable time, but in no event more than ninety (90) additional days after receipt of such notice, unless extended by mutual agreement, the non-defaulting party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance of the defaulting party's obligations under this Agreement.

B. In case the City shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, then, and in every such case, the Developer and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Developer and the City shall continue as though no such proceedings had been taken.

C. In the case of an event of default by the Developer, and its failure to cure such default after due notice and within the time frames provided for in this Agreement, in addition to any other remedies at law or in equity, the City may terminate this Agreement and upon such termination shall be relieved of its obligations under this Agreement, including but not limited to its obligation to convey any land to the Developer.

D. In the case of an event of default by the City and its failure to cure such default after due notice and within the time period provided for in this Agreement, in addition to any other remedies at law or equity, including but not limited to the right of specific performance, the Developer may terminate this Agreement and upon such termination shall be relieved of its obligations under this Agreement.

Section 11.4. Attorney's Fees. In the event any action is commenced by either party to this Agreement for the interpretation or enforcement of this Agreement the Prevailing Party shall be entitled to reasonable attorney's fees and costs assessed against the non-prevailing party. In the event any action is commenced by any party who is not a party to this agreement each party shall pay its own attorney's fees in such action.

Section 11.5. No Waiver by Delay or Otherwise. Any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that neither Party should be deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made with respect to any specific event of default be considered or treated as a waiver of the rights by the waiving Party of any future event of default hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing.

Section 11.6. Rights and Remedies Cumulative. Except as may be specifically provided for in this Agreement, the rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise by such Party, at that time or different times, of any other such remedies for the same event of default.

12. PROJECT AUDIT. Upon reasonable notice, the City and its representatives and consultants shall have access to all portions of the Project during reasonable times for the term of this Agreement. Upon reasonable notice, the City and its representatives and consultants shall have access to all books and records relating to the private financing of the Project, the Redevelopment Property and the Redevelopment Project Costs with respect thereto, including but not limited to the Developer's financing commitments, loan statements, general contractor's and contractor's sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices. These records shall be available for inspection, audit and examination.

### 13. MISCELLANEOUS PROVISIONS.

Section 13.1. Cancellation. In the event the Developer or the City shall be prohibited, in any material respect, from performing covenants and agreements or enjoying the rights and privileges herein contained, or contained in the Redevelopment Plan, including the Developer's duty to build the Project, by the order of any court of competent jurisdiction, or in the event that all or any part of the Act or any ordinance adopted by the City in connection with the Project, shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction, or in the event that all or any part of the Act or any ordinance adopted by the City in connection with the Project shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction and such declaration shall materially affect the Redevelopment Plan or the covenants and Agreements or rights and privileges of the Developer or the City, then and in any such event, the Party so materially affected may, at its election, cancel or terminate this Agreement in whole (or in part with respect to that portion of the Project materially affected) by giving written notice thereof to the other within sixty (60) days after such final decision or amendment. If the City terminates this Agreement pursuant to this Section 13.1, to the extent it is then appropriate, the City, at its option, may also terminate its duties, obligation and liability under all or any related documents and agreements provided. Further, the cancellation or termination of this Agreement shall have no effect on the authorizations granted to the Developer for buildings permitted and under construction to the extent permitted by said court order; and the cancellation or termination of this Agreement shall have no effect on perpetual easements contained in any recorded, properly executed document.

Section 13.2. Notices. All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service, (b) electronic communications, whether by electronic mail between 9:00 a.m. and 5:00 p.m. CST Monday through Friday, (c) overnight courier, (d) registered or certified first class mail, postage prepaid, return receipt requested, or (e) priority mail with delivery confirmation.

If to City:

City of St. Charles  
Attn: City Administrator  
Two East Main Street  
St. Charles, Illinois 60174  
[mkoenen@stcharlesil.go](mailto:mkoenen@stcharlesil.go)

With a copy to:

John M. McGuirk  
Hoscheit, McGuirk, McCracken & Cuscaden, PC  
1001 East Main Street, Suite G  
St. Charles, Illinois 60174  
[jmc@hmcpc.com](mailto:jmc@hmcpc.com)

With a copy to:

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

If to Developer:

STC Lot 4, LLC  
c/o: Frontier Development, LLC  
4N316 Route 31  
St. Charles, IL 60174  
E-Mail: [curt@frontierdevelopment.com](mailto:curt@frontierdevelopment.com)  
E-Mail: [conrad@frontierdevelopment.com](mailto:conrad@frontierdevelopment.com)

With a copy to:

William Mitchell  
Meltzer Purtill & Stelle LLC  
300 South Wacker Drive, Suite 2300  
Chicago, Illinois 60606  
[wmitchell@mpslaw.com](mailto:wmitchell@mpslaw.com)

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (d) shall be deemed received forty-eight (48) hours following deposit in the mail.

Section 13.3. Time of the Essence. Time is of the essence of this Agreement.

Section 13.4. Integration. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

Section 13.5. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

Section 13.6. Recordation of Agreement. The Parties agree to record a memorandum of this Agreement, executed by the then current owners of the Redevelopment Property in the appropriate land or governmental records. The Developer shall pay the recording charges.

Section 13.7. Severability. If any provision of this Agreement, or any section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

Section 13.8. Choice of Law, Venue and Waiver of Trial by Jury. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any legal proceeding of any kind arising from this Agreement shall be in the Circuit Court of Kane County, Illinois. The Parties hereto waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy.

Section 13.9. Entire Contract and Amendments. This Agreement (together with the exhibits attached hereto) is the entire contract between the City and the Developer relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the City and the Developer and may not be modified or amended except by a written instrument executed by the Parties hereto, unless otherwise provided in this Agreement.

Section 13.10. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other person other than the City and the Developer or permitted assign, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the City or the Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the City or the Developer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever, except as specifically provided otherwise herein.

Section 13.11. Waiver. Any Party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

Section 13.12. Cooperation and Further Assurances. The City and the Developer each covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the City or the Developer or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

Section 13.13. Covenants Run with the Land/Successors and Assigns. It is intended that the covenants, conditions, agreements, promises, obligations and duties of each party as set forth in this Agreement shall be construed as covenants and that, to the fullest extent legally possible, all such covenants shall run with and be enforceable against both the covenanted and the Project. Such covenants shall terminate upon termination or expiration of this Agreement. This Agreement shall inure to the benefit of, and shall be binding upon each Developer and each

Developer's respective successors, grantees and assigns, and upon successor corporate authorities of the City and successor municipalities.

Section 13.14. No Joint Venture, Agency or Partnership Created. Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any person to create the relationship of a partnership, agency or joint venture between or among such Parties.

Section 13.15. No Personal Liability of Officials of the City or the Developer. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the corporate authorities, City Administrator, any elected official, officer, partner, member, director, agent, employee or attorney of the City or the Developer, in his or her individual capacity, and no elected official, officer, partner, member, director, agent, employee or attorney of the City or the Developer shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

Section 13.16. Repealer. To the extent that any ordinance, resolution, rule, order or provision of the City Code, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.

Section 13.17. Term. The provisions of this Agreement shall run with and bind the Redevelopment Property and shall inure to the benefit of, be enforceable by, and obligate the City, the Developer, and any of their respective grantees, successors, assigns and transferees, including all successor legal or beneficial owners of all or any portion of the Redevelopment Property commencing with the Effective Date and expiring upon December 31, 2028, being three (3) years following the expiration of the Redevelopment Project Area ("*Term*").

Section 13.18. Estoppel Certificates. Each of the Parties hereto agrees to provide the other, upon not less than thirty (30) business days prior request, a certificate ("*Estoppel Certificate*") certifying that this Agreement is in full force and effect (unless such is not the case, in which such Parties shall specify the basis for such claim), that the requesting Party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting Party. If either Party fails to comply with this provision within the time limit specified, it shall be deemed to have appointed the other as its attorney-in-fact for execution of same on its behalf as to that specific request only.

Section 13.19. Brokers' Commissions. The Developer and the City each represent to the other that it has not engaged the services of any finder or broker with respect to the sale and purchase of the Redevelopment Property and/or any land related to the Project and that it is not liable for any real estate commissions, broker's fees, or finder's fees which may accrue by means of the acquisitions of any portion of the Redevelopment Property, and each agrees to hold the other harmless from such commissions or fees as are found to be due from the Party making such representations.

Section 13.20. Nature, Survival and Transfer of Obligations. Prior to issuance of a certificate of occupancy (temporary or permanent) with respect to the Project, Developer may not assign its interest in this Agreement or voluntarily convey the Redevelopment Property without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, the City hereby consents to any conveyance of the Project (i) to any entity in which Developer holds a controlling or managing interest, and (ii) to the holder of any mortgage, deed of trust or similar financing instrument in consequence of any foreclosure or deed in lieu of foreclosure or similar transaction, and to any subsequent transferee thereof.

Section 13.21. Collateral Assignment. It is understood and acknowledged that the Developer intends to obtain construction financing (the "*Construction Loan*") for the Project and that the construction lender ("*Lender*") typically requires a collateral assignment of any relevant development agreement. If such financing is obtained and if the Lender requires such a collateral assignment, the City hereby consents to the assignment of this Agreement to the Lender's collateral security for the Construction Loan and will execute and delivery any usual and customary consent and acknowledgment agreement with such provisions as may be reasonably requested by the Lender in connection therewith, but the Lender, in the event of any foreclosure or deed in lieu, shall take subject to the provisions of this Agreement and will remain subject to any zoning and building approvals applicable to the Project.

Section 13.22. Termination. Each party shall be solely responsible, and each party hereby waives any claims against the other, for any and all costs and expenses incurred as a result of negotiating and entering into this Agreement and the undertakings associated therewith, including but not limited to the zoning entitlements resulting in the Final Plans.

[SIGNATORY PAGE FOLLOWS IMMEDIATELY]



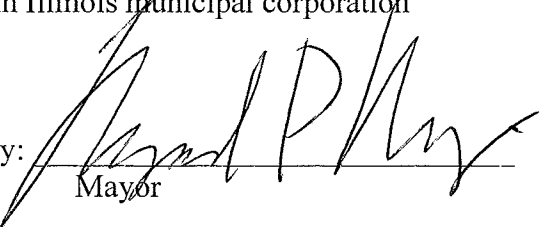
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

**CITY:**

**CITY OF ST. CHARLES,**  
An Illinois municipal corporation

**ATTEST:**


By:   
City Clerk

By:   
Mayor

**[CITY SEAL]**

**DEVELOPER:**

**STC Lot 4, LLC**  
An Illinois limited Liability Company

By:   
its: Manager

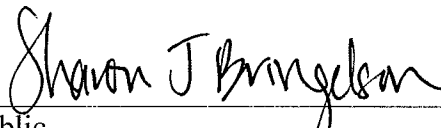


**ACKNOWLEDGEMENTS**

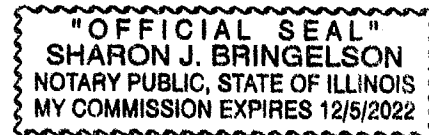
STATE OF ILLINOIS     )  
                                      )  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Raymond Rogina, personally known to me to be the Mayor of the City of St. Charles, Kane County, Illinois, and Charles Amenta, personally known to me to be the City Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Mayor and City Council of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18 day of March, 2019.

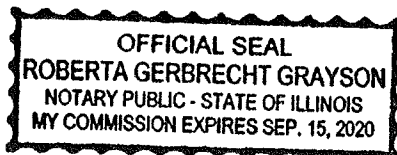
  
\_\_\_\_\_  
Notary Public

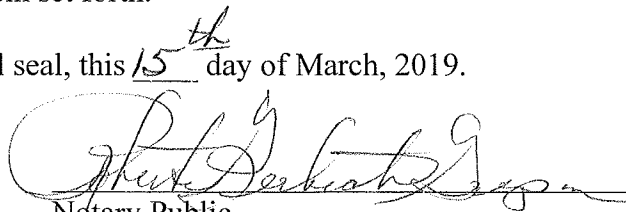
STATE OF ILLINOIS     )  
                                      )  
COUNTY OF COOK        )



I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Curtis Hues, personally known to me to be the Manager of STC Lot 4, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager, he/she signed and delivered the said instrument, as his/her free and voluntary act, and as the free and voluntary act and deed of said Illinois limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15<sup>th</sup> day of March, 2019.



  
\_\_\_\_\_  
Notary Public

## **INDEX OF EXHIBITS**

Exhibit A	Legal Description of Redevelopment Property
Exhibit B	Approved PUD Plans
Exhibit C	Project Schedule
Exhibit D	Project Budget
Exhibit E	Disclosure Affidavit

**EXHIBIT A**  
**LEGAL DESCRIPTION OF REDEVELOPMENT PROPERTY**

LOT 4 OF PHASE II FIRST STREET REDEVELOPMENT SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 27 AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 1, 2007 AS DOCUMENT 2007K080494.

Commonly known First Street Redevelopment- Building #8 lot located at the NE corner of Illinois Route 31/S. 2<sup>nd</sup> Street and Illinois Street, St. Charles, IL, 60174.

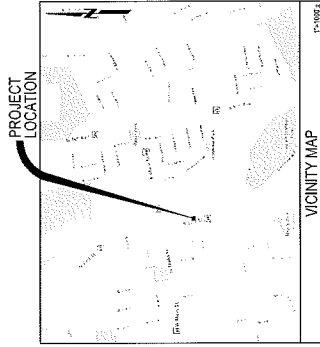
PIN: 09-34-126-021

**EXHIBIT B**  
**APPROVED PUD PLANS**

PROJECT  
18072

## CITY OF ST. CHARLES, ILLINOIS

INDEX OF DRAWINGS	
SHEET NO.	DRAWING TITLE
C1.0	COVER SHEET
C2.0	EXISTING CONDITIONS, SITE DEMO, AND EROSION CONTROL PLAN
C3.0	PROPOSED GRADING & UTILITY PLAN
C4.0	CONSTRUCTION DETAILS

[illegible]

Abbreviation	Full Name	Category	Notes
ACC	Accounting	Business	
ADM	Administration	Business	
AG	Agribusiness	Business	
AI	Artificial Intelligence	Technology	
AL	Algebra	Mathematics	
AM	Applied Mathematics	Mathematics	
AN	Analysis	Mathematics	
AP	Advanced Placement	Education	
AR	Architecture	Design	
AS	Asian Studies	Area Studies	
AT	Automotive Technology	Engineering	
AV	Audiovisual	Media	
AW	American Studies	Area Studies	
AX	Accounting and Finance	Business	
AY	Asian American Studies	Area Studies	
AZ	Arizona Studies	Area Studies	
BA	Bachelor of Arts	Undergraduate Degree	
BB	Business Administration	Business	
BC	Business Calculus	Mathematics	
BD	Business Development	Business	
BE	Business Economics	Business	
BF	Business Finance	Business	
BH	Business History	Business	
BI	Business Information Systems	Business	
BJ	Business Journalism	Business	
BK	Business Law	Business	
BL	Business Law and Ethics	Business	
BM	Business Management	Business	
BN	Business Negotiation	Business	
BO	Business Organization	Business	
BP	Business Planning	Business	
BQ	Business Psychology	Business	
BR	Business Research	Business	
BS	Business Statistics	Business	
BT	Business Technology	Business	
BV	Business Writing	Business	
BW	Business Writing and Communication	Business	
BX	Business Writing and Research	Business	
BY	Business Writing and Analysis	Business	
BZ	Business Writing and Evaluation	Business	
CA	California Studies	Area Studies	
CB	Business Calculus	Mathematics	
CC	Business Calculus and Statistics	Mathematics	
CD	Business Calculus and Data Analysis	Mathematics	
CE	Business Calculus and Economics	Mathematics	
CF	Business Calculus and Finance	Mathematics	
CG	Business Calculus and Geography	Mathematics	
CH	Business Calculus and History	Mathematics	
CI	Business Calculus and International Studies	Mathematics	
CJ	Business Calculus and Journalism	Mathematics	
CK	Business Calculus and Law	Mathematics	
CL	Business Calculus and Literature	Mathematics	
CM	Business Calculus and Management	Mathematics	
CN	Business Calculus and Negotiation	Mathematics	
CO	Business Calculus and Organization	Mathematics	
CP	Business Calculus and Planning	Mathematics	
CQ	Business Calculus and Psychology	Mathematics	
CR	Business Calculus and Research	Mathematics	
CS	Business Calculus and Statistics	Mathematics	
CT	Business Calculus and Technology	Mathematics	
CU	Business Calculus and Writing	Mathematics	
CV	Business Calculus and Writing and Communication	Mathematics	
CW	Business Calculus and Writing and Research	Mathematics	
CX	Business Calculus and Writing and Analysis	Mathematics	
CY	Business Calculus and Writing and Evaluation	Mathematics	
CZ	Business Calculus and Writing and Evaluation	Mathematics	
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DR	Business Calculus and Writing and Evaluation	Mathematics	
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DZ	Business Calculus and Writing and Evaluation	Mathematics	
EA	Business Calculus and Writing and Evaluation	Mathematics	
EB	Business Calculus and Writing and Evaluation	Mathematics	
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EF	Business Calculus and Writing and Evaluation	Mathematics	
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EH	Business Calculus and Writing and Evaluation	Mathematics	
EI	Business Calculus and Writing and Evaluation	Mathematics	
EJ	Business Calculus and Writing and Evaluation	Mathematics	
EK	Business Calculus and Writing and Evaluation	Mathematics	
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EM	Business Calculus and Writing and Evaluation	Mathematics	
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EO	Business Calculus and Writing and Evaluation	Mathematics	
EP	Business Calculus and Writing and Evaluation	Mathematics	
EQ	Business Calculus and Writing and Evaluation	Mathematics	
ER	Business Calculus and Writing and Evaluation	Mathematics	
ES	Business Calculus and Writing and Evaluation	Mathematics	
ET	Business Calculus and Writing and Evaluation	Mathematics	
EU	Business Calculus and Writing and Evaluation	Mathematics	
EV	Business Calculus and Writing and Evaluation	Mathematics	
EW	Business Calculus and Writing and Evaluation	Mathematics	
EX	Business Calculus and Writing and Evaluation	Mathematics	
EY	Business Calculus and Writing and Evaluation	Mathematics	
EZ	Business Calculus and Writing and Evaluation	Mathematics	
FA	Business Calculus and Writing and Evaluation	Mathematics	
FB	Business Calculus and Writing and Evaluation	Mathematics	
FC	Business Calculus and Writing and Evaluation	Mathematics	
FD	Business Calculus and Writing and Evaluation	Mathematics	
FE	Business Calculus and Writing and Evaluation	Mathematics	

**7<sup>Out</sup> of 10**  
**YOU**

CONTACT JULIE AT 811  
 OR 800-892-0123

48 HOURS (2 working days) BEFORE YOU DIG

**NOTE**  
THE LOCATION, ELEVATION, SIZE, AND TYPES OF ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXISTING LOCATION, ELEVATION, SIZE AND TYPES OF ALL EXISTING UTILITIES PRIOR TO COMMENCING WORK AND FOR ANY CONSEQUENCES OF ANY SUCH FAILURE TO EXACTLY LOCATE AND REPRESENT ANY AND ALL UNDERGROUND UTILITIES.

REF	PROJ-2	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522
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CONTACT JULIE AT 811  
OR 800-892-0123

**NOTE**  
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[illegible]















PROJECT: 18072

FIRST STREET BUILDING #8  
NEW CONSTRUCTION  
NORTHEAST CORNER OF S 2ND ST & BLUNDS ST, ST. CHARLES, IL 60174

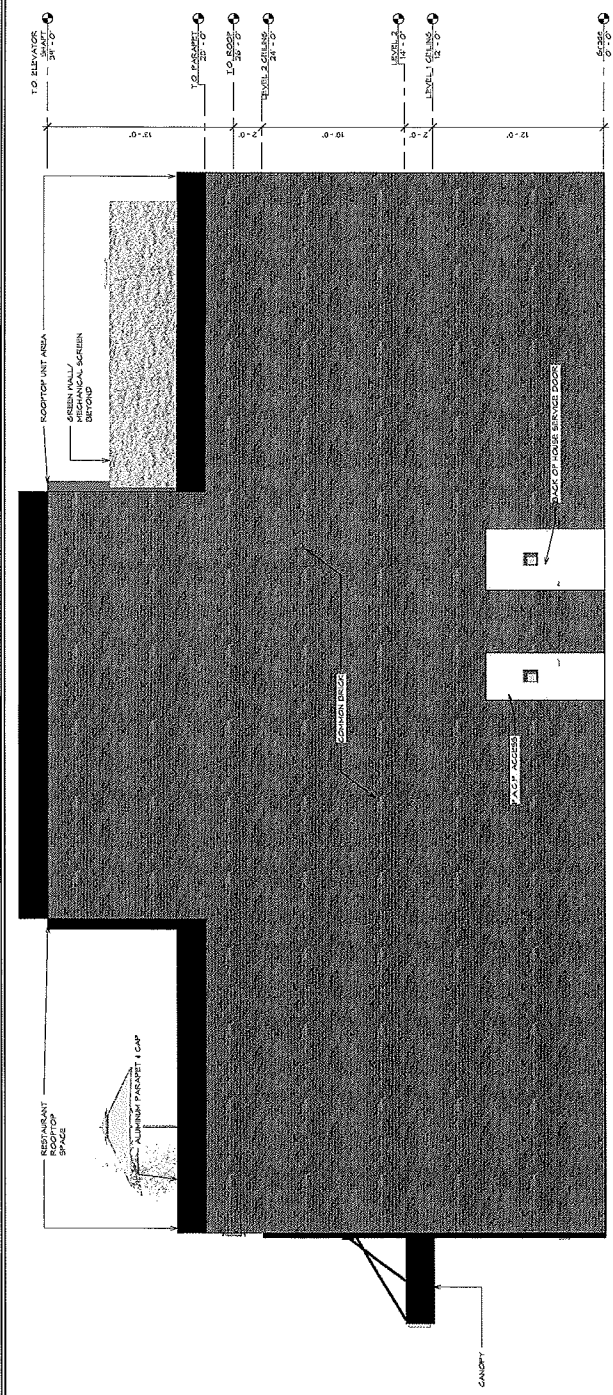
B&T Architects  
B&T ARCHITECTURE LTD.  
1212 E MONROE ST. SUITE 200 ST. CHARLES, IL 60174  
WWW.BATARCH.COM

EAST & NORTH  
BUILDING ELEVATIONS

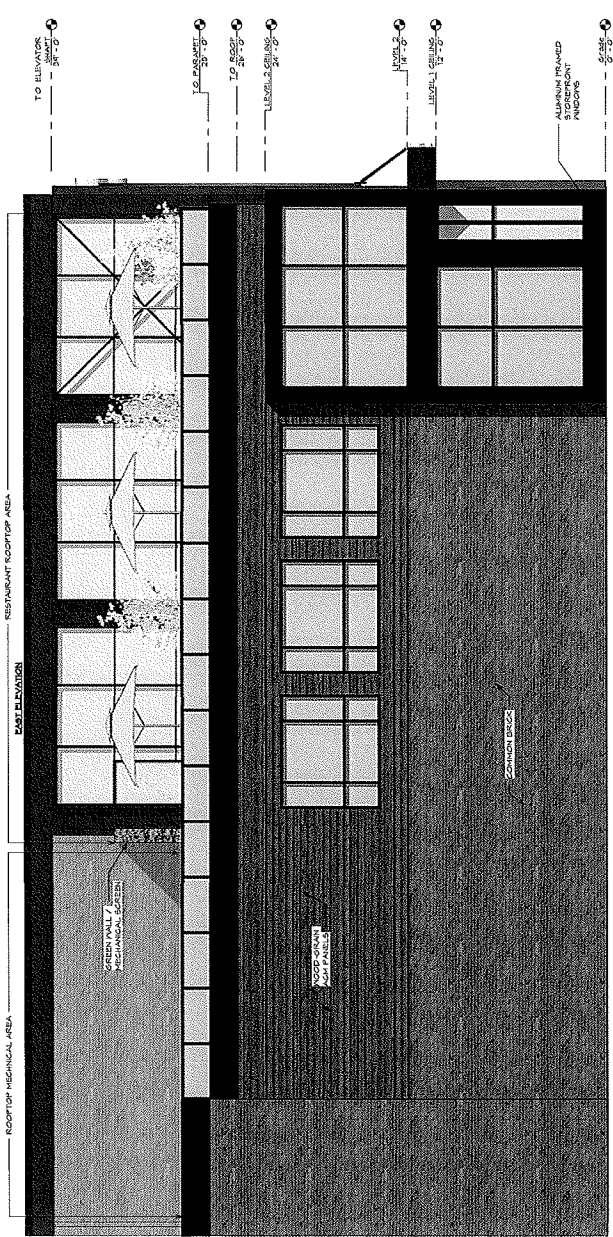
ISSUED:  
DATE OF PREPARATION

SCALE  
1/8" = 1'-0"  
and 1/4" with details

A302



Building 8 - East Elevation  
Scale: 1/8" = 1'-0"



Building 8 - North Elevation  
Scale: 1/8" = 1'-0"





# **EXHIBIT C** **PROJECT SCHEDULE**

## **1st St Lot 8 Proforma Schedule**

Mar 1, 2019

### **Tasks**

2

Name	Begin date	End date
Publication of Alternate Proposals	3/1/19	4/1/19
Leasing & Administrative Prep Period	3/1/19	8/30/19
% Leased to satisfy Loan Requirements	9/2/19	9/2/19
Closing Date	9/2/19	9/2/19
Recieve PUD Approval	3/18/19	3/18/19
Final Architecture & Permit Phase	3/18/19	5/10/19
Effective Date of RDA	4/1/19	4/1/19
Due Dilligence Period	4/1/19	5/30/19
Site Prep	9/2/19	9/6/19
Existing MEP Adjustments/Connections	9/9/19	9/20/19
Excavation	9/23/19	9/27/19
Footing & Foundation	9/30/19	10/18/19
Core	10/21/19	12/6/19
Shell	12/9/19	1/31/20
Interior MEP & Finishes	1/27/20	3/20/20
Tenant Improvements	3/23/20	5/15/20
Final Grade	3/2/20	3/4/20
Surface Improvements	3/5/20	3/18/20
Landscaping	3/19/20	4/1/20

**EXHIBIT D**  
**PROJECT BUDGET**

<b>1st St - Lot 8</b> <b>PRELIMINARY DEVELOPMENT BUDGET</b> <b>Rt 31 &amp; Illinois</b> <b>ST. CHARLES, ILLINOIS</b>
---

2/28/2019

Pre-Dev  
Budget

<b>HARD COSTS</b>		
LAND	Land to be Conveyed, Reflects Tax Contingency only	\$ 50,000
SITE WORK		\$ 200,000
BUILDING		\$ 1,625,375

<b>TI ALLOWANCE/ADDITIONAL LL INTERIOR WORK</b>		
TI Budget	-	\$ 325,075
PERMITS		\$ -
UTILITIES FEES/CONNECTIONS		\$ -
LANDSCAPING		\$ -
OFF SITE/PUBLIC IMPROVEMENTS		\$ -
ENVIRONMENTAL REMEDIATION		\$ -
GATEWAY ELEMENT		\$ -
<b>TOTAL HARD COSTS</b>		<b>\$ 2,200,450</b>

<b>SOFT COSTS</b>		
Architect		\$ 49,500
Civil Engineer		\$ 15,000
Construction Manager		\$ -
Survey & Testing		\$ 12,000
Traffic Study		
Legal		\$ 50,000
Title		\$ 10,000
Builder Risk Insurance		\$ 4,301
Comm Liability Ins		\$ -
Real Estate Taxes		\$ 36,516
Lender's Inspecting Arch		\$ -
Appraisal		\$ 5,000
Financing Fees		\$ 20,000
Interest Reserve		\$ -
Acquisition		\$ -
		\$ 79,090
Leasing Fees		\$ 163,593
Administrative Overhead		\$ 10,000
Marketing/Office		\$ -
Zoning Review		
Contingency		\$ 121,880
<b>TOTAL SOFT COSTS</b>		<b>\$ 576,880</b>

<b>TOTAL DEVELOPMENT COSTS</b>	<b>\$ 2,777,330</b>
--------------------------------	---------------------

**EXHIBIT E**  
**DISCLOSURE AFFIDAVIT**

State of Illinois            ) ss  
County of Kane            )

THE DEVELOPER MUST SIGN THIS AFFIDAVIT.

I, \_\_\_\_\_, reside in \_\_\_\_\_, being first  
duly sworn and having personal knowledge of the below facts, swear to the following:

That I am over the age of eighteen and serve as the \_\_\_\_\_ of Frontier  
Development, LLC ("Developer").

That the Redevelopment Property in question has a common street address referred to as:  
\_\_\_\_\_, and with a Property Index Number(s)  
of \_\_\_\_\_ (hereinafter "Redevelopment Property").

That I understand that pursuant to 50 ILCS 105/3.1, prior to execution of the Redevelopment  
Agreement between the Developer and the City, state law requires the owner, authorized trustee,  
corporate official or managing agent to submit a sworn affidavit to the City disclosing the  
identity of every owner and beneficiary who will obtain any interest, real or personal, in the  
Redevelopment Property, and every shareholder who will be entitled to receive more than 7.5%  
of the total distributable income of any corporation having any interest, real or personal, in the  
Redevelopment Property after this transaction is consummated.

As the owner, authorized trustee, corporate official or management agent, I declare under oath  
that (choose one):

- (a) The owners or beneficiaries of the trust are \_\_\_\_\_; or
- (b) The members with more than 7-1/2% interest are \_\_\_\_\_; or
- © The limited liability company is publicly traded and there is no readily known individual  
having greater than a 7-1/2% interest in the limited liability company.

This instrument is made to induce the City to enter into the Redevelopment Agreement and in  
accordance with 50 ILCS 105/3.1.

Affiant: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

**EXHIBIT E**  
**DISCLOSURE AFFIDAVIT**

State of Illinois            ) ss  
County of Kane            )

THE DEVELOPER MUST SIGN THIS AFFIDAVIT.

I, Curtis Hurst, reside in St. Charles, Illinois, being first duly sworn and having personal knowledge of the below facts, swear to the following:

That I am over the age of eighteen and serve as the Manager of STC Lot 4, LLC ("Developer").

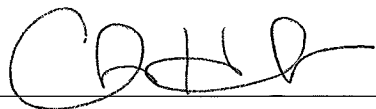
That the Redevelopment Property in question has a common street address referred to as: First Street Redevelopment- Building #8 lot located at the NE corner of Illinois Route 31/S. 2nd Street and Illinois Street, and with a Property Index Number(s) of 09-34-126-021 (hereinafter "Redevelopment Property").

That I understand that pursuant to 50 ILCS 105/3.1, prior to execution of the Redevelopment Agreement between the Developer and the City, state law requires the owner, authorized trustee, corporate official or managing agent to submit a sworn affidavit to the City disclosing the identity of every owner and beneficiary who will obtain any interest, real or personal, in the Redevelopment Property, and every shareholder who will be entitled to receive more than 7.5% of the total distributable income of any corporation having any interest, real or personal, in the Redevelopment Property after this transaction is consummated.

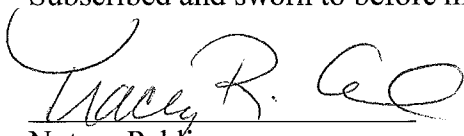
As the owner, authorized trustee, corporate official or management agent, I declare under oath that (choose one):

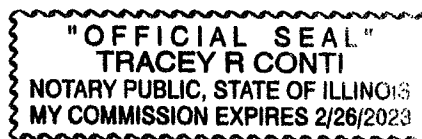
- (a) The owners or beneficiaries of the trust are N/A; or
- (b) The members with more than 7-½% interest are Frontier Development LLC; or
- (c) The limited liability company is publicly traded and there is no readily known individual having greater than a 7-½% interest in the limited liability company.

This instrument is made to induce the City to enter into the Redevelopment Agreement and in accordance with 50 ILCS 105/3.1.

Affiant: 

Subscribed and sworn to before me this 18 day of March, 2019.

  
Notary Public



**MINUTES  
CITY OF ST. CHARLES  
PLANNING & DEVELOPMENT COMMITTEE  
MONDAY, FEBRUARY 13, 2023 - 7:00 PM**

**Members Present:** Silkaitis, Kalamaris, Payleitner, Bancroft, Lencioni, Pietryla, Wirball, Bessner, Weber

**Members Absent:** Bongard

**Others Present:** Heather McGuire, City Administrator; Russell Colby, Director of Community Development; Derek Conley, Director of Economic Development; Rachel Hitzemann, City Planner; Monica Hawk, Development Engineer; Allen Fennell, Building & Code Enforcement Manager; Peter Suhr, Director of Public Works; Deputy Fire Chief Kevin Christensen

**1. CALL TO ORDER**

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

**2. ROLL CALL**

Roll was called:

Present: Silkaitis, Kalamaris, Payleitner, Bancroft, Lencioni, Pietryla, Wirball, Bessner, Weber

Absent: Bongard

**3. OMNIBUS VOTE**

- \*4d. Historic Preservation Commission recommendation to approve Historic Landmark Designation for 17 N. 2nd Ave., "John Glos House".

**Ald. Lencioni made a motion to approve omnibus item \*4d on the agenda.  
Seconded by Ald. Pietryla.**

**Roll was called:**

**Ayes: Kalamaris, Payleitner, Bancroft, Lencioni, Pietryla, Wirball, Bessner, Silkaitis**

**Absent: Bongard**

**Recused:**

**Nays:**

**Motion passed 8-0**

**4. COMMUNITY & ECONOMIC DEVELOPMENT**

- a. Recommendation to approve a Minor Change to PUD for KFP PUD – Thornton's.

Mr. Colby, Director of Community Development, presented the Executive Summary and materials posted in the meeting packet.

**Ald. Payleitner made a motion to approve the Minor Change to PUD for KFP PUD-Thornton's. Seconded by Ald. Pietryla.**

**Roll was called:**

**Ayes: Kalamaris, Payleitner, Bancroft, Lencioni, Pietryla, Wirball, Bessner, Silkaitis**

**Absent: Bongard**

**Abstain:**

**Nays:**

**Motion passed 8-0**

- b. Recommendation to approve a Mutual Release, Wavier and Termination Agreement with STC LOT 4, LLC for the Redevelopment Agreement (Building 8, First Street Redevelopment Project)

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

Ald. Wirball questioned if there had been any other inquiries on the property.

Mr. Conley advised there have been a few inquiries but nobody coming forward with any actual plans, but asking about the status of the project.

Ald. Lencioni asked if there were other people looking to purchase or move forward, what would that look like if we had a current redevelopment agreement. Is it something we could get out of any time or would it be a huge encumbrance? Mr. Conley responded the City couldn't proceed with another redevelopment agreement until this one was terminated and if we did want to proceed, there would be a process the City and Frontier Development actually had to go through back in 2019, which is the redevelopment agreement is published in the newspaper for 30 days and then anyone else who wants to have an alternate application submitted they can do that.

Ald. Lencioni asked if the redevelopment agreement we renewed, was it renewed for a certain period of time or indefinitely until addressed again? Mr. Conley advised there was no sunset put on it, a new schedule was supposed to be submitted in March of 2022, I don't know if it was submitted.

Ald. Bancroft asked Frontier Developer how much money has been spent on the design. Mr. Curt Hurst, Frontier Development, advised they have spent \$125,000 for design, engineering, and legal fees.

Ald. Bancroft asked what level of interest there has been on the property. Mr. Hurst responded they are currently in negotiation with a tenant.

Mr. Hurst recalled the history of a Request for Proposals to building on the remaining First Street lots and this specific site. We have spent 4 years, 2 of them during the pandemic, on this site. We have a tenant we are working with very closely. There are

significant issues that we have to work through. We have spent the last 7 months negotiating with this tenant. We have a broker involved and we have signage. We have a significant financial incentive to keep this going. Once it's terminated I can no longer negotiate with the tenant I have with the terms that we have because I don't have control of the property nor do I have the confidence I'll come back to the terms that I have now. We would like to keep this moving forward if we can. When this is terminated we have to start at ground zero again.

Ald. Payleitner asked what does that mean, start at ground zero?

Mr. Hurst responded I would be able to preserve the costs I have so far but I can't go to the market and say I have a deal I want you to look at, because here's the building and here's the economics of it, because I won't know what the economics are on it coming back. I would love in a new RDA there would be some availability of TIF financing to help offset some of the costs and I could probably fund some of the things they're asking for, but I can't guarantee that. I don't know if there's going to be cost associated with the land, because currently the land is part of the deal. And the reason that's part of the deal is because when the original RFP went out what was part of the conversation was there are no funds available in the existing TIF, the City said we cannot help with anything. The infrastructure is done, sanitary and water is to the site. The only thing that could be offered was the City's participation in the land.

Ald. Bancroft asked if we terminated, what's the plan? Mr. Conley responded we would be open to working with other developers and put up signage.

Ald. Bancroft asked is there a notice period for the termination? Is there any seasonality to the listing of the property? We would have to issue a 30 day notice. We can anticipate that unless Frontier comes with a project immediately and this is extended there won't be construction on it this year. Any new developer that would come in would spend this entire year going through the City process and doing their own planning.

Ald Wirball commented he appreciates the work they have put into this but it's been 4 years. I would like to explore giving other interested parties an opportunity to present some concepts or ideas. I think it would preserve the best interest of the community to open it up to the market, get a sign out there. We have a new Economic Development Director that can market that property. I just think it's time to move on, because I just think it preserves the best interest of the community. It's been 4 years and that's a long time. Perhaps there's a market to sell it and we can make money off the property but we won't know until we open it up to the market.

Ald. Silkaitis added he echoes what Ald. Wirball said. I approved the project in 2019, I thought it was a good fit, but expected something to be built. I understand the pandemic but I have seen other buildings go up in St. Charles during the pandemic. I'm willing to terminate it and put it out for RFP or however you want to present it to the developers. It's time to move on, 4 years is a long time. The last schedule we've had is from 2019. I don't want to keep sitting on this property and waiting.

Ald. Bessner asked what kind of difficulties are you coming up against on this property? Mr. Hurst responded it's not the best site, there's other good opportunity with existing buildings in the City.

Ald. Bessner asked in regards to the interested party you're in discussion with now, are you talking a few months the negotiation will go on? Mr. Hurst responded it's been in a standstill for the last 4 or 5 months. I'm not saying I need any specific time because I'm not going to put myself in a position where I'm not going to perform.

Ald. Kalamaris asked about the confidence to close the deal, how far off are you on the concessions you need to make? Mr. Hurst responded \$1 million, 25% of the deal.

Ald. Silkaitis asked if the tenant was going to do the whole building? Mr. Hurst replied, the first floor and the roof experience, and they would proceed with this tenant committing.

Ald. Payleitner asked when was the last update received. Ms. McGuire, City Administrator, advised the last update was March of 2022.

Ald. Bessner asked Mr. Conley if there was interest in the property. Would there be anything wrong in revisiting this in 90 days? Mr. Conley responded there was interest with developers asking about where the City was at with the property.

Ald. Wirball added that the concern of pushing this out with the hope we get a different result. Nobody else is going to come forward as long as that sign is in the lawn. Open it up to the market, let's see what happens. I suspect nothing is going to happen in 90 days.

Ald. Payleitner would have agreed, prior to this meeting tonight.

Chair Weber asked for a motion on the suggested action.

**Ald. Wirball made a motion to approve a 30 day Mutual Release, Wavier and Termination Agreement with STC LOT 4, LLC for the Redevelopment Agreement (Building 8, First Street Redevelopment Project). Seconded by Ald. Silkaitis.**

**Roll was called:**

**Ayes: Pietryla, Wirball, Silkaitis**

**Absent: Bongard**

**Abstain: Lencioni**

**Nays: Kalamaris, Payleitner, Bancroft, Bessner**

**Motion failed, 3-4**

**Ald. Bancroft made a motion to provide a Notice of Termination with a 90-day horizon, to give the developer time to talk and potentially finish the deal.**

Ald. Wirball asked for clarity on what was being voted on.



Ald. Bancroft stated on the 91<sup>st</sup> day the agreement will terminate. We do not need to come back for another vote.

**Roll was called:**

**Ayes:** Kalamaris, Payleitner, Bancroft, Pietryla, Wirball, Bessner, Silkaitis

**Absent:** Bongard

**Abstain:** Lencioni

**Nays:** None

**Motion carried, 7-0**

- c. Recommendation to Approve and Execute an Acceptance Resolution for roadway improvements for Anthem Heights Subdivision

Mr. Colby presented the Executive Summary and materials posted in the meeting packet.

Ald. Weber recapped the original street warranty was 5 years, the new warranty will be 10 years.

Ald. Silkaitis asked confirmation the bond amount was \$187,000; would that cover the repairs? And before the 5 year term is up the City will do their due diligence and make sure there are no problems with that road. Mr. Colby responded yes, the bond will cover the cost of the work and if we think there will be an issue with securing an extension of the bond or question with the amount of the bond we will undertake that analysis.

**Ald. Silkaitis made a motion to the Acceptance Resolution for roadway improvements for Anthem Heights Subdivision. Seconded by Ald. Wirball.**

**Roll was called:**

**Ayes:** Kalamaris, Payleitner, Bancroft, Lencioni, Pietryla, Wirball, Bessner, Silkaitis

**Absent:** Bongard

**Recused:**

**Nays:**

**Motion passed 8-0**

**5. PUBLIC COMMENT**

None.

**6. ADDITIONAL ITEMS FROM MAYOR, COUNCIL OR STAFF**

None.

**7. EXECUTIVE SESSION**

**8. ADJOURNMENT - Ald. Lencioni made a motion to adjourn at 7:49 p.m.  
Seconded by Ald. Wirball. Approved unanimously by voice vote. Motion Carried.**