

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

MONDAY, NOVEMBER 4, 2019 – 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 October 21, 2019.
- *8.** Motion to approve and authorize issuance of vouchers from the Expenditure Approval List for the period of 10/7/2019-10/20/2019 in the amount of \$6,093,060.92.

I. New Business

- A.** Recommendation to Approve the Preliminary Estimate of 2019 Property Tax Levy in the amount of \$22,856,667.

II. Committee Reports

- A. Government Operations**
- *1.** Motion to approve a new class B1 liquor license for Sushi Diva Japanese Restaurant located at 2400 E Main Street, St. Charles IL 60174.
- *2.** Motion to approve a Proposal for a B1 Liquor License Application, as well as a 2 a.m. Late Night Permit for Paradisio Restaurant & Bar, Located at 2049-51 Lincoln Highway, St. Charles
- *3.** Motion to approve a Proposal for a New Class E-1 Temporary Liquor License for the “Hops for Hope 5K” to be held at Mount Saint Mary Park on May 16, 2020.
- *4.** Motion to authorize the Finance Director to Execute the Risk Insurance Program Renewal for the Year Beginning December 1, 2019 in the Amount of \$671,029.

- *5. Motion to accept and place on file minutes from the October 21, 2019 Government Operations Committee meeting.

B. Government Services

- *1. Motion to accept and place on file the Minutes of the September 23, 2019 Government Services Committee Meeting.
- *2. Motion to approve an **Ordinance** Amending Title 10 “Vehicles and Traffic”; Chapter 10.40 “Stopping, Standing and Parking”; Section 10.40.010 “Parking Time Limits” and 10.40.020 “City parking-Manner of parking-Improper parking-Curbs-Alleys-Loading Zones” of the St. Charles Municipal Code.
- *3. Motion to approve an **Ordinance** Amending Title 10 “Vehicles and Traffic”; Chapter 10.41 “Handicapped Parking”; Section 10.40.050 “Posting Signs” of the St. Charles Municipal Code.
- *4. Motion to approve a **Resolution** Authorizing the Director of Public Works of the City of St. Charles to execute a Real Estate Purchase Agreement for Purchase Agreement for 112 S. 9th Avenue.
- *5. Motion to approve a **Resolution** Authorizing the Director of Public Works of the City of St. Charles to execute a Real Estate Purchase Agreement for Purchase Agreement for 402 S. 7th Avenue.
- *6. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to approve a Professional Service Agreement for the Country Club Lift Station Replacement Project to Ciorba Group.
- *7. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to approve a Professional Service Agreement for the Eastern Sewer Service Study to Engineering Enterprises, Inc.
- *8. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to award the Bid for Snow and Ice Control Services to RSS Concrete.
- *9. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to approve the Award of One John Deere 1575 through the Sourcewell Grounds Maintenance Contract and to sell the replaced John Deere Unit #1815.
- *10. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to approve the Award of One 2019 F150 to Roesch Ford and to Sell the Replaced Ford Escape #1747.
- *11. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to approve the Award of One 2020 Police Interceptor to Currie Ford and to Sell the Replaced Chevrolet Tahoe #1895.
- *12. Motion to accept and place on file the Minutes of the October 28, 2019 Government Services Committee Meeting.

C. Planning and Development

1. Motion to Approve an **Ordinance** Approving and Authorizing the Execution of the Redevelopment Agreement by and between STC Arcada, LLC and the City of St. Charles, Kane and DuPage Counties, Illinois.
2. Motion to Approve an **Ordinance** Authorizing the Execution of a Temporary Construction License Agreement between STC Arcada, LLC and the City of St. Charles, Kane and DuPage Counties, Illinois.

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

A. Executive Session

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

10. Adjournment

ADA Compliance

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

**MINUTES FOR THE MEETING OF THE ST. CHARLES CITY COUNCIL
MONDAY, OCTOBER 21, 2019 – 7:00 P.M.**

**CITY COUNCIL CHAMBER, CITY OF ST. CHARLES
2 E. MAIN STREET, ST. CHARLES, IL 60174**

1. **Call to Order** by Mayor Rogina at 7pm
2. **Roll Call**
Present –Stellato, Silkaitis, Payleitner, Turner, Bancroft, Vitek, Pietryla, Bessner, Lewis
Absent – Lemke
3. **Invocation** by Ald. Payleitner
4. **Pledge of Allegiance.**
Presentation of the colors from Girl Scout Troop 2040
5. **Presentations**
 - **Recognition of John McGuirk for his many years of service to St. Charles and the Community by Mayor Rogina**
6. **Omnibus Vote. Items with an asterisk (*)** are considered to be routine matters and will be enacted by one motion. There will be no separate discussion on these items unless a council member/citizen so requests, in which event the item will be removed from the consent agenda and considered in normal sequence on the agenda.
- *7. Motion by Ald. Stellato and seconded by Ald. Silkaitis to accept and place on file minutes of the regular City Council meeting held October 7, 2019.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Turner, Bancroft, Vitek, Pietryla,
Bessner, Lewis

NAY: NONE

ABSENT: Lemke

ABSTAIN: NONE

MOTION CARRIED

- *8. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve and authorize issuance of vouchers from the Expenditure Approval List for the period of 9/23/2019-10/6/2019 in the amount of \$3,806,125.86.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Turner, Bancroft, Vitek, Pietryla,
Bessner, Lewis

NAY: NONE

ABSENT: Lemke

ABSTAIN: NONE

MOTION CARRIED

I. New Business

- A.** Recommendation for the Partial Release of Executive Session Minutes from the Government Operations Committee and Government Services Committee, motion by Ald. Payleitner and seconded by Ald. Silkaitis.

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

MOTION CARRIED

II. Committee Reports

A. Government Operations

- *1. Motion by Ald. Stellato and seconded by Ald. Silkaitis to award a 5-year contract for procurement software to Negometrix.

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

MOTION CARRIED

- *2. Motion by Ald. Stellato and seconded by Ald. Silkaitis to accept the auditor's reports for the fiscal year ending April 30, 2019, including the Comprehensive Annual Financial Report, Independent Auditor's Report Pursuant To Uniform Guidance, Management Letter, Pension Fund Reports, TIF Compliance Reports, and Sales Tax Revenue Bond Compliance Report.

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

MOTION CARRIED

- *3. Motion by Ald. Stellato and seconded by Ald. Silkaitis to accept and place on file minutes from the October 7, 2019 Government Operations Committee meeting.

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

MOTION CARRIED

B. Government Services
None

C. Planning and Development

- *1. Motion by Ald. Stellato and seconded by Ald. Silkaitis to accept and place on file Plan Commission Resolution No. 16-2019 A Resolution Recommending Approval of a Zoning Map Amendment for 303 S. 3rd St. (John Weitz).

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

MOTION CARRIED

- *2. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve an **Ordinance 2019-Z-18** Granting Approval of a Map Amendment for 303 S. 3rd St.

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

MOTION CARRIED

- *3. Motion by Ald. Stellato and seconded by Ald. Silkaitis to accept and place on file Plan Commission Resolution No. 17-2019 A Resolution Recommending Approval of a General Amendment to Ch. 17.14 “Business & Mixed Use Districts, Ch.17.20 “Use Standards”, Ch. 17.24 “Off-Street Parking, Loading & Access, and Ch. 17.30 “Definitions” regarding regulation of recreational cannabis uses.

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

MOTION CARRIED

Rogina – Before the vote here tonight, Mayor Rogina wanted to remind people that there has been many meetings where citizens have had the chance to speak before the council and committees. In those meetings, there was never a limit put upon anyone, never was there anyone not allowed to address the bodies, and that tonight, as with standard with Council’s history, he would allow two voices in favor of and opposing to this topic to be heard. It is a fair process and if anyone wishes to speak at the end of the meeting in citizen comments, we won’t hold back. Starting with the pro side to the proposition.

Sean Baker – 302 Timbers Trail, Thank you for your efforts towards the city. I have lived in St. Charles for over 4 years and am part of what might be called a young family, I have two smack children who are in D303 schools and we chose St. Charles for many reasons, charm and favorable towards commerce is another. I support allowing the sales in the city. I have spoken to many families like mine and they agree this is a good recourse within the city. We hope that a small but vocal group against this to dictate the future of the city. Studies show that cannabis dispensaries do not associate with increased teen usage. They in fact decrease opioid usage within a general population. Studies also show that no increase in criminal action and a typical increase in housing values is associated, this isn't a bad thing. Tex revenues are also a plus, they can be used towards streets and parking within the city. Furthermore, its already available in the community. Its not legal, not regulated, and can have dangerous additives as we're seeing within the market for vape cartridges. I think legal dispensaries would make the community safer and studies support that retailers are not selling to minors and products are not being diverted to underage markets, in fact cannabis standards are typically higher than liquor stores. If we are really worried about the community and the way it is perceived, we should have a serious conversation about the bars that line the downtown, it would be hard to find someone on cannabis arguing or fighting with people on the sidewalks. January 1st, the ability to control consumption will go away. If we do not have a place to purchase, people will go to surrounding areas, if we opt in, we can control when, where, and how its sold. Illegal sales will be dampened and will generate revenues for the city. Bluntly, prohibition has not worked. Our state leaders have acknowledged this, our city has done the planning and now the time to move forward is here. I speak for many other families in the community as we support the choice to allow a dispensary on the east and west side of town. Thank you.

Rogina – and in opposition?

Gary Seagram – 1537 Ronnsaner Ave., My biggest opposition, the main opposition is that it's illegal. Federal law says this is a schedule 1 drug under the federal control substance act of 1970. It's against the law. I assume you took an oath to uphold the constitution, the bottom line is article 6 of the constitution there is a supremacy act and that says that a state cannot override a federal law, all of the big industry-pharmaceuticals and all, they are not jumping in on this bandwagon because they are holding back because they know that its illegal. We elected you to uphold the law, my point is if you don't, each and everyone of you is breaking the law, if you choose to acknowledge the law up to the president, but the law is the law. If you want marijuana then change the law, not the state law, the federal law, the one that rules, the supreme law of the land. You need to think about that, if you have integrity, you're going to uphold the law and if you don't, you won't. Thank you.

Rogina – Another form the pro?

John Glenn – Henry Lane, Good evening, I am familiar with most of you on the council because I've lived here for 20 years and a home owner's president much of that time and I've been in the position of responsibility for the community and also vice chair of the housing committee and been on the board of Lazarus House and I've seen a lot on both sides. I'm an unlikely person to speak in favor of this law because I have at no time consumed cigarettes, cigars, pipe tobacco, anything smelly, vapors, and I think it's a ridiculous thing to do but you cannot stop people from doing it. I'm originally from England, been here 40 years now, longer than being in the UK, became a citizen in 2002 when your predecessor was at my citizenship hearing downtown, I remember the judge saying this is a great experiment this county is. This is part of that experiment, we had prohibition for all this time now and if you ask anyone out side the US what Chicago is they will say Al Capone and prohibition. That didn't work with

alcohol nor has it worked with marijuana and I don't think we would have such a high level problem with drugs like cocaine and opioids if they people who wanted to could smoke a little weed. The experiment is, state's rights. This state has decided that it will allow legal consumption of the product starting January 1, I want to give you permission to say that is okay in St. Charles and we should make tax on it, and should regulate it and not be underground causing crime, arrests, jail like it has all this time. It's time to move on folks and see how this new model works.

Rogina – Thank you, one more?

Paul Daily – 260 Persimmon Drive, I didn't intend to speak tonight but there ought to be another person speaking against this, I feel. I guess I'll be that one. I was in the Air Force as Captain, in charge of the National Weather Service here in Chicago for many years, I retired and went to work with Tom Skilling and still working part time as a meteorologist with WGN and I guess I'm up here to speak about reputation. You think our reputation, you say Elburn is going to allow this, Aurora, Elgin will allow also, so all those wonderful places are going to allow, why not St. Charles? We have lots of bars, we're well knows for the many bars on main street, now if we can get marijuana, that would give us a little better reputation with vice. Maybe if you all or several are leaning towards this, maybe you can make a little more money by having a casino, wouldn't that be great for St. Charles? That could make us more money and more lights. I don't understand why a few bucks can buy your reputation and that's what we've got here, we're the Pride of the Fox. Is the pride of the fox mean that we really want marijuana here? I know you can get it in other cities, let them get it at the other cities, do they have to buy it in St. Charles? St. Charles has a good reputation, up until the last few years when you have all these bars and I guess we can really buy booze after 10 on Sunday mornings now too, we're headed in that direction already, no question and obviously you allowed that to happen so you're probably leaning toward furthering our reputation, I would just like to say, I'm against it, I think you're making a big mistake for what we stand for and for our reputation, I would say vote this thing down, stop the vice in St. Charles, leave it elsewhere. Thank you

Rogina – Ald. Bessner.

4. Motion by Ald. Bessner and seconded by Ald. Turner to approve An **Ordinance 2019-Z-19** Amending Title 17 of the St. Charles Municipal Code Entitled "Zoning", Ch. 17.14 "Business and Mixed Use Districts", Ch. 17.20 "Use Standards", Ch. 17.24 "Off-Street Parking, Loading & Access" and Ch. 17.30 "Definitions" (Recreational Cannabis Uses)

Rogina – before we get into conversation or amendments proposed, I want to make a comment on this, this is also included in the packet of executive summery and I think it is important to say this. Our Planning Commission comment was to consider allowing cannabis dispensaries in the M2, limited manufacturing district. This is the location of the existing Medical cannabis dispensary in town, consideration of the M2 district for recreational dispensary was not included in the general amendment application, accordingly it is not an order to add it to any motion, however this body can either a) direct staff to file a general amendment application with a public hearing before the plan commission for city council approval of b) an applicant could file their own general amendment application, I want to make sure that this was read into the record. Ald. Stellato?

Stellato – Your Honor, I do have an amendment I'd like to make to this motion. We have some use separation requirements. We have a list in this motion of daycares, school, single-family resident zoning districts. I would ask that this motion include churches as well with the 250-foot setting.

Rogina – So after say, daycares, we would add the simple word churches?

Stellato – That is correct.

Vitek – Seconded

Rogina – This has been moved and seconded to include churches to the body of provisions in this ordinance that is summarized in your packet. Is there any conversation on this topic?

Payleitner – I was actually hoping to make a comment before Ald. Stellato made his amendment so, should I wait or go ahead?

Rogina – Comment on?

Payleitner – Just taking a chair privilege, I should say because I didn't make the motion.

Rogina – You'll have plenty of time to make any and all comments before we ever vote on the main motion. Right now we are dealing with the amendment. Any further comment on the amendment? Your vote here is just to add the word churches to the body of the document, when Clerk Amenta calls roll, a yes votes suggests that you would add the word churches per Ald. Stellato's recommendation and then this would become part of a main motion that is already on the table, is everyone clear on that? I think it's clear, we're just adding the word churches, Chuck call the roll.

ROLL CALL VOTE: AYE: Stellato, Turner, Bancroft, Vitek, Pietryla, Bessner

NAY: Silkaitis, Payleitner, Lewis

ABSENT: Lemke

ABSTAIN: NONE

MOTION CARRIED

Rogina – That motion passes and we'll be adding the word churches and I would only suggest, per Ald. Stellato's addition, that the intent here and it says clearly here that there is a 250 foot separation requirement for it. That becomes part of the main motion, now the main motion before you and now we'll have Ald. Payleitner going first, for discussion.

Payleitner – As chair of the committee, I did not make the motion to move this amendment forward. This amendment was crafted in haste, it looks nothing like the planning commission recommendation, a recommendation that by the way took three votes to get through, nor does it resemble the original committee motion from August. This amendment is still lacking in terms of its original purpose. It doesn't accommodate our current medical dispensary, as was an expressed desire of council early on, it cannot be acted on until the mandatory special use finding of facts is addressed and adjusted. Further, weather or not St. Charles allows the sale of recreational marijuana adds nothing to the safety of the product or the depletion of the black market. Those are broader concerns covered by the state bill with or without us. We are powerless as regulators of recreational use marijuana. As of now, the municipal tax we have imposed would not even take effect until September 2020. Once the trailer bill is finalized, we'll be right back here adjusting the amendment again anyway. Why not wait? Staff has assured me that this will most

likely be the case. Truth, we don't know what we don't know. As we contemplate a rush to action, please know that we cannot the door once it is opened. If things go south, there is no license for us to pull and you know any attempt to eliminate in the future, as was suggested by a zoning change, will be met by an industry with deep pockets waiting in the wings to take us to court. I still believe the prudent action, at this time, is to opt-out, at least until March but to do that, you need to first vote this motion down. We can and should pause to work out the bugs in our ordinance and then allow Springfield the chance to do the same. I ask again, why not?

Rogina – Down on this side, anyone further on this side? Ald. Lewis.

Lewis – I want to thank all of those who have shown up here, those five meetings that we have all shown up at, the faces are familure and the crowd is not small but vocal, it's a large crowd and it's been vocal. I have not heard that from the other side, I know some have said they have, I have not. I would think they would be trying to reach out to me because I am a no vote but they have not tried to change my mind. I want to make it very clear that my no vote is not banning anything, its not banning people who smoke marijuana, I don't have that power. The state has already given that out. I am simply saying no in St. Charles, it's not prohibition, it's not banning, people will be able to smoke it, buy it other places, use it here however they choose to. So, I want to make it clear that I am not judging those who are using pot, I just believe it doesn't need to be sold in St. Charles like some other things that are legal, adult book stores are legal in the state of Illinois but we don't have them here, our ordinances don't allow that. There are a few other things I could site also but I think you get the point I'm trying to make. I just don't believe it's right for St. Charles and not right at this time, it's not a small mom and pop business we're talking about, this is a huge business out there. I believe at this point in time, the way this ordinance, specially this ordinance is written, it's only going to benefit the dispensary and I thank you again for all the input you've given us.

Rogina – Thank you Ald. Lewis, anyone further? Ald. Turner

Turner – I would like to say, I'm glad Maureen (Lewis), that you made that motion last week to ban, if you recall that was in the packet back in August along with the motion to pass. I am still flummoxed when nobody made that motion because at that time.

Lewis – It was not in the packet...

Rogina – Let him finish, let him speak and if you want to rebut, that's fine.

Turner – Even if it wasn't, you could have made that motion, but my point is support for it back then was soft, if that motion would have been made then, not two months later, you might have had some momentum that you could have worked with. I'm also surprised that the ordnance that was presented, there was compromise in there if you would have thought of it but it never came. After that, in essence right there and then when you didn't offer compromises and there was really big compromises, some of us saw that and I'm still surprised you people didn't see that and bring them forward. It came at that time when nothing came of this, you sort of lost the narrative and you handed it to us on a silver platter. And this idea of just saying no, in this day and age, you have to give an alternative and no alternative was given to us except no. What were we do do?

Lewis – Thank you for your comments Mr. Turner, there was no, in the packet, there were no motions to be made. I was handed a piece of paper about thirty minutes before the meeting with two motions. There was nothing in the packet, half of the council didn't even know about it. As the

discussions started, as I recall, without even having the floor, me giving you the floor, you made a motion. I shouldn't have recognized you, but I did. That is now it started, there were not two motions in the packet for everyone to read, it was not done that way. I can show you the packet, I can show you the piece of paper that I had and I thought you were the one that was going to make the motion but, it ended up that someone different made the motion. As a compromise, I can compromise but I couldn't compromise my principals on this one. This one I simply could not compromise my principals, and there are times I vote yes, there are times I vote no, but this one was different so frankly I am not going to take the hit for why this is passing tonight.

Turner – I'm not trying to give you the hit.

Lewis – I think that is what you're trying to do.

Rogina – Okay, that's enough. Ron?

Silkaitis – At the one of the last meetings, I brought up this being against federal law, someone mentioned that we have a medical marijuana dispensary in St. Charles, and we do. We were forced that by the state of Illinois, we could not refuse it. We could regulate it, tell it where to be, but we could not refuse it. Therefore we had no choice in allowing an illegal operation in St. Charles. This time we do control it, and it is still, by federal law, illegal. I've made comments about image and stuff, I'm not going to repeat those. At least we should wait, I'm going to vote no, don't get me wrong but, we should wait until the state knows what's going on. The state has not finalized anything so we don't know what we are really voting on yet. We don't know what's going to change and we will have to come back and revisit our ordinance, why don't we just wait to see the final draft of the ordinance and if you get caught drinking and driving, they do a breathalyzer and at this moment there is still no test for the police to do on site, we should wait until something comes up because we have no way of knowing if they have medical marijuana unless they are taken to the police station and get a search warrant and take their blood then send our for analysis. Another thing, I don't think we know what the penalties are for any violations of these dispensaries, do we yet? I'm not aware of anything from what I've read. Therefore that hasn't been figured out yet. Finally, do we really need this in St. Charles? I grew up here and spent my whole life here, my parents grew up here, I just can't support it.

Bancroft – I would like to thank Mr. Glenn and Mr. Baker for the comments they made at the beginning of the discussion. I think you may disagree with this but this is, in many ways, a form of leadership. When our discussions started, the first people that came before us were people concerned about the impact on the medical marijuana and the ability to receive relief. I've heard the arguments pro and con recreational but what I want to make sure of is that we have a tremendous facility in our city that is providing a service to a litany of people who stood up and wanted to protect in the first meeting and several of those people were military veterans. I think that, in my own decision process, it became assured that we would lose that facility if we didn't allow recreational. For me, it was really that simple and I understand the argument against it-it's a business decision, we wouldn't be throwing them out of the town, they would be leaving. That's true, but again, I couldn't have agreed more with the two comments that were made for the pro. So thank you both for standing up and speaking.

Payleitner – Just an additional rebuttal for Mr. Turner's recollection on the process, how it got started. Usually we get something before us and this was in Chairman Lewis's committee and we have a

discussion then we historically we direct staff to get us information and put it together and come back to us. That was totally skipped here, yes you did.

Turner – We directed staff to come back...

Payleitner - No, you made a motion, you didn't direct staff to come back with...

Turner – We asked staff to...

Rogina – Alright, we're not going to denigrate into an argument here and let me just refresh the memory here, I'm in a position here to go to the staff if I need to, but when that motion was made, the motion was to send the proposition to the plan commission for conversation for the plan commission to come back, because that was the nature of the essence of what was needed here in this particular process. A public hearing before the planning commission that was conducted. If I've misspoken on anything, please Mrs. Tangare, tell me if I have. That was the initial, the initial meeting that Ald. Bancroft referred to, the meetings we had here where first of all, staff outlined for the community, the verity of impacts of the different departments. That was well received, then there was direction and so please add anything you'd like.

Tangare – That is correct, the direction that we received from the government operations committee was to file an amended application and simply to establish to allow recreational cannibals in St. Charles. At that time, the direction was to file an amended application, the committee wasn't actually voting on an ordinance.

Rogina – Can we have the record reflect that?

Payleitner – I was reading it and I was reading it differently, but whatever it's water under the bridge, you're right it's water under the bridge and should I just say, Ald. Bancroft, we are not protecting the medical, you understand that right? They are unable to sell recreational at their business.

Rogina – I think this conversation here...

Payleitner – (inaudible)

Rogina - let me comment here, I don't think we need to have aldermen up here challenging each other at this point...

Payleitner – Well...

Rogina – You're allowed to make comments and I think that everyone down the line here has had that opportunity; I don't want to see any arguments.

Payleitner – Your Honor, how do we have a conversation if we are not a little back and forth on this? We weren't allowed to talk to each other off the dais and here we are at the dais and I'm asking a question of my colleague.

Bancroft – I would submit that often your questions feel a lot more like, almost like a bullying. If you disagree with my opinion and you're going to flyspeck at a bunch of areas where you disagree because

you want to paint a picture that is just not true. The truth of the matter is that you have a disagreement on the dais, and we are going to have a vote and that is the way it's going to work out.

Payleitner – Fine, all that to say, could you answer my question please? Do you understand that our, I'm not bullying, I'm stating the fact and I'm asking a question, our medical marijuana dispensary will not be able to sell recreational as it is right now.

Bancroft – In its current location?

Payleitner – Yes

Bancroft – I understand, yes.

Rogina – Alright, anything else? The motion on the table is to approve An **Ordinance 2019-Z-19** Amending Title 17 of the St. Charles Municipal Code Entitled "Zoning", Ch. 17.14 "Business and Mixed Use Districts", Ch. 17.20 "Use Standards", Ch. 17.24 "Off-Street Parking, Loading & Access" and Ch. 17.30 "Definitions" (Recreational Cannabis Uses). Chuck, call the role.

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

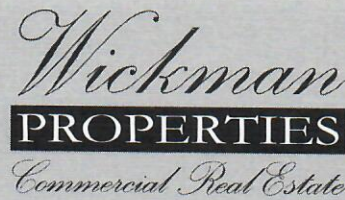
MOTION CARRIED

- *5. Motion by Ald. Stellato and seconded by Ald. Silkaitis to accept and place on file minutes of the October 14, 2019 Planning & Development Committee meeting.

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

MOTION CARRIED

9. Additional Items from Mayor, Council, Staff, or Citizens
Letter from a citizen who wished to be entered into the record.



October 17, 2019

Dear Mr. Mayor:

Please let me start off with a reminder it is a responsibility of the city administration to maintain a strong economic environment for the city. The numerous retail vacancies in the BC zoning district along East Main Street need all the help they can get to get back on the tax rolls and generating sales tax. I am a St. Charles business man and with my residence and commercial properties in St. Charles I pay a half million dollars per year, every year in property tax. So, I am especially sensitive to anything the city can do to generate sales tax. There would be no better place than a high profile store-front on a high traffic location on Main Street for the soon to be legal an increasingly acceptable sale of recreational cannabis. The projected million-dollar sales tax revenue would be a great benefit to the city's \$40,000,000 budget.

My wife and I are lifelong residents of St. Charles and our three sons were born and raised here and went through the St. Charles School System. We have seen first hand the ease any kid at any age can get pot. For any kid under the age of 21 it is illegal whether the origin is through the safe legalized store or the black market. I believe also, the mentality of a teenager lends itself to desiring something that is forbidden – we've all been there. Pot is, always has been and always will be in the community.

I feel strongly that St. Charles should opt-in to the legal sales of recreational cannabis. If we don't our neighboring communities will and we will miss out on the sales tax and a chance to put our own restrictions of the distributions and availability of legal cannabis. I believe it is in the very best interest of the community and its residents.

Respectfully,

A handwritten signature in blue ink, appearing to read "Donald Wickman".

Donald Wickman
President, Wickman Properties
Email: don@wickmanproperties.com
Mobil: 630 319-7447

Cc: Aldermen
Cc: Rite Tungare, Community & Economic Development Director
Cc: Russell Colby, Community Development Division Manager

Vicki Foley – 505 Indiana Street, I have lived here for more than 30 years of my life, my son died here from a heroin overdose, his gateway drug was marijuana. Anyway, I just want to address some facts as some you have already alluded to, and I'm sure you've done your studies and you've researched all this but, I have concerns. I have concerns that we're jumping the gun on this, I have concerns that we don't have all the facts, I am looking at an article in the Tribune, September 9th and it talks about how Governor Pritzker started this 180 day clock where it is a count down to the laws that are going to make this up and just a couple days later we're selling it. As far as I know right now, here it says a half dozen state agents have authority to propose rules on issues such as over sight for grower, record keeping for retailers, documentation of taxable income, and a loan program to help social equity applicants to obtain capital to start a cannabis business. So far, unless you know something I don't know, none of those proposed rules have been published by the Secretary of State's office. The first step in an approval process, that can take anywhere from 90 days to a year to complete, I don't think we're ready to vote on this. My second thing is, have we looked at the extra cost that it will take for our police officers to get up to speed on how to figure out if a person is impaired when their driving and the cost of the additional officers? I have looked into Colorado and I've gone to Colorado.gov and I found this quote and it says "The number of trained drug recognition experts increased from 129 in 2012 to 214 in 2018", now that is a 66% increase and it says here that thousands of additional officers have been trained in advanced roadside impairment detection. Have we thought about that? The next fact, did you know that accidents increased in Colorado and Washington after legalization? I site here the Insurance Journal.com and without reading a whole lot into it, the basis of it is that the group called, they sited in October 2018 in a study by the Highway Loss Data institute that shows collisions claim frequency was 12.5% higher in Colorado and 9.75% higher in Washington than in nearby states that didn't legalize the marijuana. It also says that more people using marijuana as associated with more people driving with THC in their systems. I don't think we want that in St. Charles. My next fact is the effects on the human brain, did you know that the human brain does not reach full maturity until the age of 25? So we're allowing people ages 21-25 to buy marijuana so are we risking adverse affects on their brains? The National Institute on Drug Abuse says that substantial evidence on animal research and a growing number of studies on humans indicate that marijuana exposure during development can cause long-term or possibly permanent adverse changes in the brain. Do we want that for our young people? I don't think we do. We already have an opioid problem in St. Charles and I'm sure you're aware that it wasn't just my son that died at 19, we've had a lot of instances that there is a big opioid problem in this country, it's an epidemic and marijuana does play a part in that, I'm not saying everyone that uses marijuana is going to do heroin and die, but I am saying that those who are susceptible to this in their brain, who already have this THC conditions in their families, their genes, that's there. I have one final comment and that is that in 2011 St. Charles was ranked #1 city in the Family Circle Annual Survey of best towns and cities and we're all very proud of this and I show no disrespect to Mayor Rogina when I quote this from Don DeWitt. He was quoted as saying "not everyone knows what we've known all along, that St. Charles is a gem among cities, and a wonderful place to live. It's a great city with great opportunities to work and have fun, we pride ourselves on providing a safe, affordable community and a high quality of life." I think you would have said the same thing also. I ask you, is having two recreational marijuana facilities; does it fit with Don's perspective of St. Charles? What about the St. Charles residents? Will we still be a safe and friendly place and a destination for families? Why didn't we ever put this to vote before the people? Why does it come out and we have to come out and speak in a meeting? Why didn't we put it on a ballot in March so everyone could speak out about it? You don't want the whole population in here, I wonder about that, and I thank you for your time.

Mathew Clain – 306 Timber Trail, I'm a Main Street small business owner, husband, father of 3, and resident of St. Charles. I attended the last 2 hearings, including zoning and planning and development

meetings where the votes resulted and the majority favored moving forward with this proposal. Tonight we will hear and have heard from a small but loud group that represents our community, now they are opposed to this proposal. Within this group are members that I look up to as pillars of our community. This includes past elected officials, doctors, teachers, business owners, and parents of children that I once attended school with here in St. Charles. Their actions are admirable and their voices heard but the decision to move forward with this proposal does not sit with just them. Majority votes have been made in favor of this proposal from appointed and elected public officials including alderman and alderwomen who represent a greater member of constituents not present tonight. Both of the past meetings, we heard testimony from the medical dispensary who has modeled good behavior with limited to no incidents reported. Under current law we have provided past permission for them to conduct business, while it was and while it still may be, illegal. In less than 3 months, this business will have the backing of legislation in the State of Illinois and will move forward with legally expanding their business. Under past business models the dispensary has been able to responsibly serve both children and adults who fall victim to chronic illness and receive relief from their services. Of importance, they may not be represented here at tonight's meeting. It is my understanding that if or not we move forward with the proposal, these patients will still be able to continue receiving these services from the dispensary. It is unfortunate, however, that in the past two meetings we have not heard more from those who have benefited from this business. The body opposed to this proposal will alienate those beneficiaries by associating them with hardened criminals and say that this proposal is the next gateway into a drug epidemic. The media is plagued with countless stories of cannabis being shipped into the United States through drug cartels. Moving forward with this proposal will help us close that gap and shut down an arm of that criminal enterprise. My concerns are not that citizens or kids may or may not use cannabis, my concern is that if and when they do, if they received a laced batch, they will pay for it with long term health problems, or even their own life. The dispensary currently in business today has given direct testimony about the oversight, scrutiny, and testing their products must pass before it can be sold. We have exhausted the resources of our community leaders and this city hall. The community has spoken and the votes are in favor, please make sure your vote tonight and or in the future represents the greater consensus of our community. Thank you

Warren Bea – 716 South 6th Street, I don't want to confuse this blurred body with the facts, but I'm going to try. I have appeared before this City Council three times in the 65 years I've lived in this city. The first time was in the late 1980s, I live by Baker Field, a park at 6th and Cutler, the play equipment was located on the northwest corner of the park at that time. There was no stop sign on 6th street so people would turn off of Prairie and they would be going 45 or 50 mph while going past the play equipment. I went to the city council and said this is a bad idea, a child is going to get run over and that is not going to be a good thing for the city. They said, well you know what, there is not enough traffic, not enough cars that go through that intersection on a daily basis for us to put up a 4 way stop. I said to them, you know what then you should just rename the park for the child that gets run over and killed there if we don't put of the 4 way stop. The difference between the city council then and now is startling. They actually listened to people. I disagree with the young people that say there are millions of us out there that are in favor of this, I don't see it maybe they are but I don't see it. The second time I appeared before the city council was in the early 1990s because I took care of a lot of patients with asthma, and these patients don't do well when we all burned our leaves in the fall. My nurse was asthmatic and would always end up in the hospital and said you know Dr. Bea, it's because of the burning leaves, I can hardly breathe. I went before the city council, first I went before the safety committee and testified to them then we took it to the city council and eventually we got it banned in the city. A few alderman were opposed because they liked the smell of the burning leaves and I suggested that they could burn 2 or 3 in their kitchen sink to get the appreciation for the smell. They don't have to deal with the health

affects that it was causing other people. I thought as legislators and as people that make policy, you're supposed to do it to protect the people that are most vulnerable. That's what we did in those two situations, and that is not what we are doing in this situation. I thought I came in very late in this discussion, it sounded like there were 6 aldermen that had made up their minds, I thought there must have been hundreds of meetings about this that had taken place over a number of months and I come to find out that there were three meetings before the three that I attended. I asked one of my aldermen for the reason that she came to her opinion and she said to me, the reason I came to my opinion are in the minutes of the meetings, you can look it up yourself. So I did and read through all of those and I want you to know that I didn't find very much, I guess partly because they don't make a note of nodding heads. Since then, at the government operations committee, she asked one question, is there a penalty for selling to minors? The well cited cannabis machine trotted out employees, medical marijuana users and the possible threat of losing our medical marijuana dispensary. I want you to know, as a physician, I prescribe medical marijuana for patients but, I think that we are confusing the two in thinking that we are going to lose the medical dispensary if we don't approve recreational marijuana. I wouldn't like that to happen but if we lost the medical dispensary, there is one in North Aurora, 7 miles away. It's not like we're telling people they have to drive 400 miles to get their medical marijuana. Believe it or not, there are counties in the south part of the United States where you might have to drive 25 miles to get your beer because they will not sell it in that particular county. At the government operation meeting August 19th, further discussion of Zen Leaf relocating if aren't allowed to sell recreational marijuana took place, interestingly enough, medical patients are allowed 2.5 ounces of marijuana every 14 days, while recreational use purchasing is 1 oz per day. If my math serves me right, would be 14 ounces in 2 weeks as opposed to 2.5 ounces for the people that really need it for pain relief and other things. At that meeting, Ald. Stellato stated, I believe that medical marijuana is here if we like it or not. I guess I would say we don't necessary have to like it, I understand that you have a young man that died, a friend of your family because he had tainted pot, I've seen that happen as well. The problem is that legalizing marijuana doesn't eliminate black market pot, in fact it increases in every state that it has been legalized, black market marijuana increases and it is not going to go away because we made it legal. In Colorado the NPR report of 6/29/19-the black market for pot is growing. A PBS News Hour 7/15/19, how Colorado's marijuana legalization strengthened the drugs black market and Colorado isn't nearly as dysfunctional as the state of Illinois, look at what we are the best at, #1 people leaving this state, #2 the worst state for taxation, #3 the poorest run government in the United States, so if we think that we're going to do a better job because we're in Illinois and these other states are not, I can only pray for you. Maybe there is a very twisted logic in their somewhere, if we keep people stoned, maybe they will be to lazy to move or forget where they live and stay here for the long run. One last thing, I argue this because I have seen the effects of drugs on young people and we're not going to sell to people under 21, that's understood, but you know what? There are still going to get their marijuana, they are going to get it from the black market or the guy who's selling his pot on the black market who goes and buys it legally and sells it to the teen agers next door. So if you think we are preventing a problem, we're not. Monitoring this is a disaster, trying to deal with people who are stoned and driving is a problem, the State of Illinois is not prepared for what is coming forward and I think that it is very premature to act on this. Thank you for your time.

Rogain – Dr. Bea, you've done a great job in this community as a medical doctor and I'm going to come back to you in a second, I do have some comments to make on that. Anyone else?

Anthony Marsico – 3714 Illinois Ave, I am the executive vice-president of retail for Zen Leaf Dispensary, the current operational medical dispensary in St. Charles. As Ald. Lewis said, I'm one of

those familiar faces; I have been at every one of these meetings and have been a vocal at each one of them. I really want to commend the aldermen and council here today on their diligence and vigor. They have left no stone unturned. They have listened to hours and hours of public comment and I have been to about a dozen of these in different communities and can say that this is one of the more educated groups that we have met with. Also, on Ald. Lewis's comment, spoken to some of the staff and the mayor and also out the invitation out there to every since one of the aldermen so the comment that no had reached out to you, I'd have to disagree with, also I invited all the aldermen, the mayor and other public official open invitation to visit our dispensary. A lot of the comments from the public make reference to Colorado and California, I think those are two of the worst examples and the stigma we are fighting, with respect to the legal cannabis market. They are highly unregulated markets, extremely high number of licenses and that makes it extremely difficult to regulate. Illinois, when the legislation was passed, was one of the most strict application processes in the country to date. The adult use bill is 600+ pages, again Illinois has also left no stone unturned and there is some interpretations still to be figured out but overwhelmingly its very strict and regulated market. When we talk about the black market growing, markets like Colorado and California, the main reason for that is the states have taxed them-selves out of the market. California, if you add municipal taxes, can see an aggregate of 45% tax, that brings the black market back in. Colorado, 30+% taxes that brings the black market back in. Illinois is not doing that, I think the bill is passed responsibility and I think that St. Charles has also made a responsible choice. Also, in those unregulated markets, there is a large amount of cannabis that is going out the back door. Virtually impossible with the way Illinois has regulated it. The oversight in our dispensaries is unreal. We have a great working relationship and have heard from the local police chief here, as one of the gentlemen here said, we have operated without incident and have an impeccable record. The last thing I do want to say is we are on the outside looking in and I think that has been addressed, we are going to continue try and be part of this community and hoping that at text amendment does get approved that will allow our use, that is a separate conversation but again, wanted to thank all the aldermen, it's been a long time, late nights listening to all the public comments. There have been quite a bit of opposition in the last two meetings but I can also say that the meeting before, almost unanimous in favor, maybe one or two comments against so thank you again.

Rogina – Thank you, anyone else?

Lynn Caballo – 1002 Fox Glen Drive, At the risk of sounding like a broken record, I spoke before you all last week, specifically the planning committee, and addressed my concerns as not only a 30 year resident of St. Charles but also a 12 year prosecutor in DuPage County of drug offenders. I made my position very clear and I said I'm sure you don't want to hear it again. I want to reiterate the law enforcement costs are going to go through the roof. We do not have drug recognition experts trained to recognize those who are under the influence of cannabis. The DuPage County, some departments do but it is an extremely expensive process and in some cases they have to be brought to the scene of an accident where people are injured, to deal with impaired drivers. This doesn't just happen once a week, it's not 3 times a week, its probably every day. Even more importantly than that, what we are going to be dealing with is drug treatment of these offenders in our community. This idea that there is going to be this tremendous realization of dollars down the line, as I said, is pure folly. The proof will be in the pudding. I've seen the drug offenders, I have seen them sentenced in court, and as one of the residents said, because you are a heroin addict, you're going to want to say that doesn't mean that you started with cannabis but the fact of the matter is, every heroin addict that I saw sentenced in DuPage County was a cannabis user. So that is my concern, my concern for the people of St. Charles that are going to use it for their children that are somehow going to acquire it from those who obtain it legally or illegally because illegal cannabis will still be less expensive than legal cannabis, once the legal cannabis is dispensed and

in our city. We need to think about that too. I'll leave you with one last thought, and that is we have a tremendously successful drug program in DuPage County, it's a drug program that takes offenders and tries to rehabilitate them through multiple processes and that program and the amount of people that are becoming part of that program is growing astronomically. I don't want to see that happen in Kane County, I don't want to see that burden on the Kane County court system like I have seen it where I practice so please think about that because there is going to be fallout and we need, if you're going to pass this, you need to be prepared for the fallout because it's going to be there. Thank you.

Rogina – Thank you.

Lewis – I would just like to set the record straight to Mr. Marsico's comment. I guess you did reach out to me in an email but I would suspect that seeing as you're the Zen Leaf Company you'd try to convince me, I guess I was thinking of residents and other businesses, and not your own company. But thank you for the invitation.

Rogina – Anyone else? I'm sitting here and sometimes wiser people say to me, the council has spoken, you didn't vote, you don't have anything to say, do you? I sat here and listened tonight very carefully and I think that it is incumbent upon me as the mayor of this community to say a few words and I think that should happen here. Let me start with the disagreement up here, it happens. I'll tell you one thing, I'm proud to work with all 10 of these individuals, Ald. Lemke included, he's not here tonight but he is included in that group of ten. I take umbrage, great umbrage with people who say that this council doesn't listen. It listens, it listens carefully and the individual speaking sometimes doesn't suggest that they are listening to him, or her, but they are listening, collectively they are listening up here. This is obviously a controversial topic so there are a lot of comments I wrote down here and I want to mention a few. Yes, we have been recognized by Family Circle, it's a great place to raise families and I appreciate you commenting on that, it's a source of pride for me as the mayor, it's a source of pride to me when I was a councilmember, having said that, if we think as a community that we don't have problems in this community that we don't need to correct and address and go after, then we are really not thinking very clearly. What I mean by that is simple, this community has a fine image and having said that, just like any other western, northern, or southern suburb it has the same issues to deal with such as unregulated drugs in the community that the teachers, and I taught for 30 years here so I can speak to that issue as well as anybody, yes that's true, we deal with that issue and we are still dealing with that issue. Somebody said up here that we dealt with it in the 60s and 70s, hasn't stopped so here is an attempt on the part of the majority of this council to look carefully at this issue and see what we can do to address it. Just like the DuPage prosecutor has spoken here tonight, I respect those comments immensely, and don't think for a second that I haven't and perhaps some of the other council members up here haven't interacted with the Kane County prosecutors and we understand the issues associated with what's happening here. Furthermore, with respect to St. Charles allowing this, let's cut to the quick on this point, the state of Illinois passed this, an unfunded mandate that one of my colleagues up here said accurately so, unfunded, unfunded mandate by the state and the comments about having to deal with using resources time to deal with this subject is very clear, and you are correct, we will, regardless if we have a dispensary or we do not have a dispensary. I do take some umbrage also with comments in general that St. Charles is turning the wolves loose, so to speak. That's not true at all. This body of 10 up here, plus the mayor, has great respect for this city and treats it like they would treat their child, with great respect. My final point would be the following, whether the members up here or myself are pro or con on this point, you're allowed to be critical, and you should be critical if it doesn't abide by what you feel but, do me a favor, do me a favor and do the elected officials a favor, don't be sending them notes where you humiliate them, you accuse them of things that frankly are not true and would insult their

intelligence and insult my intelligence. The last point to make is very simple, we have been a very transparent body here in this community and continue to be that way, my door is always open, the mayor's door, I respond to emails, I have to admit I have and I'm sure these city council members have received a number of suggestions and comments and questions and so on, and I believe strongly that all of them work with the best interests on St. Charles in mind. It happens tonight that you are at a meeting where there is strong disagreement among members, and that's fine. I do need to say one more thing too, and I've heard this several times, and frankly I'm a big believer, I believe in a democratic process, if we had to go to the people for every issue, your ballots would be full in April, November, and points in between. You elect us to do the work of this community, and we'll do our best to do it. Until such time you either replace us or we step down, it's as simple as that. I agree with Ald. Lewis, when she thanks you and I thank you for active participation in your community. Anything further?

A. Executive Session

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

- 10. Adjournment** by Ald. Turner and seconded by Ald. Bancroft at 8:16pm
VOICE VOTE: AYE – UNANIMOUS NAY-NONE ABSENT: Lemke MOTION CARRIED

Charles Amenta, City Clerk

CERTIFIED TO BE A TRUE COPY OF ORIGINAL

Charles Amenta, City Clerk

ADA Compliance

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

10/28/2019

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

10/7/2019 - 10/20/2019

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
109	AREA BLACK SOIL INC					
		104756	2,992.00	10/10/2019	9191	TOPSOIL
		104756	1,632.00	10/17/2019	9196	PULV TOPSOIL
	AREA BLACK SOIL INC Total		4,624.00			
114	DG HARDWARE					
		103989	24.43	10/10/2019	76345/F	MISC SUPPLIES - PW
		103989	1.19	10/17/2019	76390/F	FASTENERS
		103989	1.04	10/17/2019	76393/F	FASTENERS
		103989	16.48	10/17/2019	76398/F	MISC SUPPLIES - PW
		103989	7.34	10/17/2019	76399/F	RIVETS
		103989	80.77	10/17/2019	76440/F	MISC SUPPLIES - PS
	DG HARDWARE Total		131.25			
139	AFLAC					
			19.80	10/11/2019	ACAN191011135200FI	AFLAC Cancer Insurance
			38.58	10/11/2019	ACAN191011135200PI	AFLAC Cancer Insurance
			97.37	10/11/2019	ACAN191011135200PV	AFLAC Cancer Insurance
			25.20	10/11/2019	ADIS191011135200FD	AFLAC Disability and STD
			22.85	10/11/2019	ADIS191011135200FN	AFLAC Disability and STD
			39.30	10/11/2019	APAC191011135200PI	AFLAC Personal Accident
			25.80	10/11/2019	APAC191011135200PV	AFLAC Personal Accident
			17.04	10/11/2019	ASPE191011135200PV	AFLAC Specified Event (PRP)
			77.96	10/11/2019	AVOL191011135200PI	AFLAC Voluntary Indemnity
			63.94	10/11/2019	AVOL191011135200PV	AFLAC Voluntary Indemnity
			92.20	10/11/2019	ADIS191011135200PD	AFLAC Disability and STD
			75.82	10/11/2019	ADIS191011135200PV	AFLAC Disability and STD
			8.10	10/11/2019	AHIC191011135200FD	AFLAC Hospital Intensive Care
			8.10	10/11/2019	AHIC191011135200PD	AFLAC Hospital Intensive Care
			33.84	10/11/2019	AHIC191011135200PV	AFLAC Hospital Intensive Care
			57.23	10/11/2019	APAC191011135200FI	AFLAC Personal Accident
	AFLAC Total		703.13			
140	CINTAS CORPORATION NO 2					
		105911	878.90	10/10/2019	0F94574414	INSPCT SVC @ 1405 DEVEREAUX

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	CINTAS CORPORATION NO 2 Total		<u>878.90</u>			
145	AIR ONE EQUIPMENT INC					
		105731	565.00	10/10/2019	148148	SMOKE CURTAIN
		103835	9,925.00	10/10/2019	148339	SPREADER PACKAGE
		105908	207.00	10/17/2019	148712	RACING FUEL
		104098	97.10	10/17/2019	148851	REBUILD KIT
		104098	135.00	10/17/2019	148852	AIR TEST
		106084	658.58	10/17/2019	148905	GLOVES - FD
	AIR ONE EQUIPMENT INC Total		<u>11,587.68</u>			
149	ALARM DETECTION SYSTEMS INC					
		104728	384.27	10/17/2019	144000-1046	QUARTERLY CHARGES NOV-J/
		104728	154.38	10/17/2019	46090-1188	QUARTERLY CHARGES NOV-J/
	ALARM DETECTION SYSTEMS INC Total		<u>538.65</u>			
176	ALMETEK INDUSTRIES INC					
		105938	125.80	10/10/2019	240272	INVENTORY ITEMS
	ALMETEK INDUSTRIES INC Total		<u>125.80</u>			
182	ALTEC INDUSTRIES INC					
		105884	361.15	10/10/2019	11256024	CAPSCREWS/BEARINGS
		105775	51.81	10/17/2019	11249334	
	ALTEC INDUSTRIES INC Total		<u>412.96</u>			
186	AMALGAMATED BANK OF CHICAGO					
			475.00	10/10/2019	1854659003G	REGISTRAR AND PAYING AGENT
			475.00	10/10/2019	1854661009G	REGISTRAR PAYING AGENT FE
			475.00	10/10/2019	1854662008G	REGISTRAR PAYING AGENT FE
			475.00	10/10/2019	1854894008F	REGISTRAR PAYING AGENT FE
			475.00	10/10/2019	1854895007F	REGISTRAR PAYING AGENT FE
	AMALGAMATED BANK OF CHICAGO Total		<u>2,375.00</u>			
227	NICHOLAS ANSON					
			15.00	10/17/2019	101019	PER DIEM JUVENILE 10/23/19
	NICHOLAS ANSON Total		<u>15.00</u>			
250	ARCHON CONSTRUCTION CO					
		104253	17,919.33	10/17/2019	19270F	1725 DEAN ST DIRECTIONAL B/
		104896	19,766.26	10/17/2019	19374F	WALNUT/RT 31 DIRECTIONAL E
		106097	6,541.93	10/17/2019	19408F	402 N 4TH AVE DIRECTIONAL B

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		105065	2,017.22	10/17/2019	19409F	NICHOLAS AVE DIRECTIONAL E
		105328	13,920.74	10/17/2019	19486F	CUMBERLAND GREEN DR BOR
		105807	14,147.87	10/17/2019	19530F	CAMPTON HILLS PECK ROAD E
		105807	-14,147.87	10/17/2019	19530F	CAMPTON HILLS PECK ROAD E
		106160	14,147.87	10/17/2019	19530F-A	CAMPTON HILLS RD/PECK RD I
		105808	10,909.47	10/17/2019	19591F	DENNY RYAN BUILDING BORIN
	ARCHON CONSTRUCTION CO Total		85,222.82			
255	ARIES INDUSTRIES INC					
		106001	1,205.36	10/17/2019	391766	WHEELS
		106001	260.72	10/17/2019	391799	WHEEL
	ARIES INDUSTRIES INC Total		1,466.08			
272	ASK ENTERPRISES & SON INC					
		105593	1,880.00	10/17/2019	23853	INVENTORY ITEMS
		105959	3,058.94	10/17/2019	23854	INVENTORY ITEMS
		105994	785.00	10/17/2019	23855	INVENTORY ITEMS
	ASK ENTERPRISES & SON INC Total		5,723.94			
298	AWARDS CONCEPTS					
		104205	318.24	10/10/2019	I0540312	AWARDS TOM DIEHL
		104205	378.73	10/17/2019	I0540309	AWARDS JOE SCHELSTREET
	AWARDS CONCEPTS Total		696.97			
305	BADGER METER INC					
		105114	1,475.84	10/17/2019	1322694	E-SERIES ULTRASONIC SS
		105941	2,612.79	10/17/2019	1323765	INVENTORY ITEMS
	BADGER METER INC Total		4,088.63			
325	BAXTER AND WOODMAN INC					
		105224	442.50	10/10/2019	0208759	TYLER-WILLIAMS STRM SWR
	BAXTER AND WOODMAN INC Total		442.50			
352	B&H PHOTO & ELECTRONIC CORP					
		105992	145.10	10/17/2019	162834744	APC BACKUPS UPS PRO
	B&H PHOTO & ELECTRONIC CORP Total		145.10			
369	BLUE GOOSE SUPER MARKET INC					
		105955	247.89	10/10/2019	091919	NEW EMPLOYEE LUNCHEON
			150.00	10/17/2019	00081197	WELLNESS TEAM APPLES
		104010	9.70	10/17/2019	00936069	APT MGR MTG

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			233.06	10/17/2019	1-100419	REFRESHMENTS - AIB
	BLUE GOOSE SUPER MARKET INC Total		640.65			
382	BOUND TREE MEDICAL LLC	106119	318.40	10/17/2019	83374859	INVENTORY ITEMS
	BOUND TREE MEDICAL LLC Total		318.40			
393	BRICOR CONSULTING		2,400.00	10/17/2019	FY 2020	FY 2020 PER SIGNED AGREEMI
	BRICOR CONSULTING Total		2,400.00			
421	BW PARADISE INN SAVOY		73.25	10/10/2019	210042	PIERCE 12-6-19
	BW PARADISE INN SAVOY Total		73.25			
424	ATLAN TECH RESELLERS INC	105806	255.24	10/10/2019	455922	FIBER PATCH CABLE
	ATLAN TECH RESELLERS INC Total		255.24			
466	CCMSI	104235	1,500.00	10/10/2019	0122808-IN	4TH QUARTER SVCS
	CCMSI Total		1,500.00			
473	AT&T MOBILITY		33.23	10/10/2019	287258511326X100012	MONTHLY SVC
	AT&T MOBILITY Total		33.23			
480	CERTIFIED AUTO REPAIR INC	104036	100.00	10/10/2019	173427	TOWING - PD
		104036	100.00	10/17/2019	167143	TOWING PD
		104036	100.00	10/17/2019	167145	TOWING PD
	CERTIFIED AUTO REPAIR INC Total		300.00			
481	CERTIFIED BALANCE & SCALE	105559	162.00	10/10/2019	23765	CLEANING CALIBRATON LAB B.
	CERTIFIED BALANCE & SCALE Total		162.00			
518	CLERK OF THE 18TH		375.00	10/17/2019	400744	B BOND = S N PIEKARSKI
	CLERK OF THE 18TH Total		375.00			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
526	CLARKE ENVIRONMENTAL MOSQUITO	104131	10,694.90	10/10/2019	001009131	DUET TRUCK ULV CITY WIDE
	CLARKE ENVIRONMENTAL MOSQUITO Total		10,694.90			
556	COMPUTERIZED FLEET	106113	1,795.00	10/10/2019	14201	LIC FOR CFA
	COMPUTERIZED FLEET Total		1,795.00			
563	CDW GOVERNMENT INC	105916	34.25	10/10/2019	VBD5217	SOCKET ARM
	CDW GOVERNMENT INC Total		34.25			
564	COMCAST OF CHICAGO INC		13.93	10/10/2019	092519CH	SVC 10-7 THRU 11-6-19
			65.20	10/10/2019	092719PW	SVC 10-7 THRU 11-6-2019
	COMCAST OF CHICAGO INC Total		79.13			
579	COMMUNICATIONS DIRECT INC	106005	2,325.00	10/17/2019	SR118034	EQUPMNT/INSTALL 2019 FORD
	COMMUNICATIONS DIRECT INC Total		2,325.00			
634	CHARLES CRUMLETT		15.00	10/17/2019	101019	PER DIEM JUVENILE 10/23/19
	CHARLES CRUMLETT Total		15.00			
642	CUSTOM WELDING & FAB INC	106087	886.20	10/10/2019	190181	TRASH CAN REPAIRS/LATCH
		106179	211.45	10/17/2019	190185	V#1860 REPAIR
	CUSTOM WELDING & FAB INC Total		1,097.65			
646	PADDOCK PUBLICATIONS INC		264.50	10/10/2019	29209	PUBLICATIONS
	PADDOCK PUBLICATIONS INC Total		264.50			
657	DAVEY RESOURCE GROUP	105434	2,080.00	10/10/2019	913924495	WOOD MULCH
	DAVEY RESOURCE GROUP Total		2,080.00			
673	DENICE BROGAN		62.60	10/17/2019	101219	OFFICER TESTING
			51.00	10/17/2019	102719	PER DIEM 10-27 THRU 10-30-19

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	DENICE BROGAN Total		<u>113.60</u>			
683	DE MAR TREE & LANDSCAPE SVC					
		104765	5,597.17	10/17/2019	7869	TREE SVC - STEET DEPT
		104058	12,771.00	10/17/2019	7871	ELEC LINE CLEARING
	DE MAR TREE & LANDSCAPE SVC Total		<u>18,368.17</u>			
698	KIM DIEHL					
			48.31	10/10/2019	100319	REIMBURSEMENT AIRPORT PA
	KIM DIEHL Total		<u>48.31</u>			
710	DISCOUNT TIRE					
		106008	130.00	10/17/2019	159611	V#1914 RO#62980
	DISCOUNT TIRE Total		<u>130.00</u>			
725	DON MCCUE CHEVROLET					
		105920	56.21	10/10/2019	418508	V#1916 RO#62957
	DON MCCUE CHEVROLET Total		<u>56.21</u>			
738	ERIKA DRENNAN					
			121.30	10/17/2019	102719	TRAVEL/PER DIEM 10-27~10-30
	ERIKA DRENNAN Total		<u>121.30</u>			
750	DUKANE CONTRACT SERVICES					
		104049	1,893.66	10/17/2019	128300	MONTHLY SVCS - OCT 2019
		104049	4,848.47	10/17/2019	128301	MONTHLY SVCS - OCT 2019
		104049	7,115.84	10/17/2019	128303	MONTHLY SVCS - OCT 2019
		104049	1,748.34	10/17/2019	128309	MONTHLY SVCS - OCT 2019
	DUKANE CONTRACT SERVICES Total		<u>15,606.31</u>			
767	EAGLE ENGRAVING INC					
		104091	57.60	10/17/2019	2019-4869	FIREGROUND TAG
		104016	36.00	10/17/2019	2019-4900	SIGNS
		104092	76.00	10/17/2019	2019-4945	PLATE - SCHELSTREET
		104091	373.50	10/17/2019	2019-4951	QUARTERMASTER SUPPLIES
		104091	60.00	10/17/2019	2019-5024	SIGN FIRE DEPT
	EAGLE ENGRAVING INC Total		<u>603.10</u>			
768	EJ USA INC					
		105970	360.00	10/17/2019	110190085245	INVENTORY ITEMS

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	EJ USA INC Total		<u>360.00</u>			
778	EJ EQUIPMENT INC	106046	72.19	10/17/2019	P19980	LATCH WELDMENT
	EJ EQUIPMENT INC Total		<u>72.19</u>			
789	ANIXTER INC	105956	1,625.25	10/09/2019	4385135-01	INVENTORY ITEMS
		106221	11,900.00	10/16/2019	4404478-00	INVENTORY ITEMS
	ANIXTER INC Total		<u>13,525.25</u>			
806	EMERGENCY VEHICLE SERVICE INC	106035	427.50	10/10/2019	10134	ALIGNMENT
		106036	1,805.00	10/10/2019	10185	SERVICE V#1751
		106261	665.00	10/17/2019	7819	REPAIRS UNIT #1779
		106263	4,415.64	10/17/2019	7820	REPAIRS UNIT #1779
		106264	5,809.97	10/17/2019	7821	REPAIRS UNIT#1779
	EMERGENCY VEHICLE SERVICE INC Total		<u>13,123.11</u>			
812	ENCAP INC	103143	815.00	10/10/2019	5648	STC SOLAR FACILITY
	ENCAP INC Total		<u>815.00</u>			
815	ENGINEERING ENTERPRISES INC	104723	4,339.77	10/10/2019	67462	BASIN PHS 3 REHAB
		104557	4,488.00	10/10/2019	67463	ROOT TREATMENT PROJ
	ENGINEERING ENTERPRISES INC Total		<u>8,827.77</u>			
826	BORDER STATES INDUSTRIES INC	105789	900.08	10/17/2019	918498744	INVENTORY ITEMS
		105958	1,859.22	10/17/2019	918595251	INVENTORY ITEMS
	BORDER STATES INDUSTRIES INC Total		<u>2,759.30</u>			
858	FEDERAL EXPRESS CORP		63.64	10/17/2019	6-762-54284	SHIPPING
	FEDERAL EXPRESS CORP Total		<u>63.64</u>			
859	FEECE OIL CO	106039	718.85	10/17/2019	1849133	MEGAFLOW
	FEECE OIL CO Total		<u>718.85</u>			

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865	FILTER SERVICES ILLINOIS	105881	518.80	10/17/2019	INV219198	PLEATED FILTERS
	FILTER SERVICES ILLINOIS Total		518.80			
870	FIRE PENSION FUND		14,271.34	10/11/2019	FRPN191011135200FI	Fire Pension
			446.21	10/11/2019	FP1%191011135200FI	Fire Pension 1% Fee
			4,305.71	10/11/2019	FRP2191011135200FI	Fire Pension Tier 2
	FIRE PENSION FUND Total		19,023.26			
876	FIRST ENVIRONMENTAL LAB INC	105876	31.50	10/17/2019	150548	TESTING
		106028	63.00	10/17/2019	150717	WATER LAB DI 2019
		105872	54.00	10/17/2019	I50657	NITROGEN
	FIRST ENVIRONMENTAL LAB INC Total		148.50			
884	FISHER SCIENTIFIC	106120	607.07	10/17/2019	8996649	INVENTORY ITEMS
	FISHER SCIENTIFIC Total		607.07			
888	J C SCHULTZ ENTERPRISES	105935	263.00	10/17/2019	0000451407	INVENTORY ITEMS
	J C SCHULTZ ENTERPRISES Total		263.00			
891	FLEET SAFETY SUPPLY	104084	7.84	10/10/2019	73373	BAR/BRACKET SNAP IN
		104084	141.97	10/10/2019	73374	MIRROR BEAM
		104084	174.97	10/10/2019	73384	MICRO PULSE ULTRA 6-LED
		104084	112.31	10/17/2019	73395	LOAD MANAGER
	FLEET SAFETY SUPPLY Total		437.09			
902	FOREMOST PROMOTIONS	105729	866.74	10/10/2019	484721	FIREFIGHTER KIDS HATS
	FOREMOST PROMOTIONS Total		866.74			
905	FORCE AMERICA DISTRIBUTING LLC	105813	85.61	10/17/2019	200-1022720	POOLED DATA PLAN
	FORCE AMERICA DISTRIBUTING LLC Total		85.61			
906	FORESTRY SUPPLIERS INC	106063	120.46	10/17/2019	603588-00	INVENTORY ITEMS

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	FORESTRY SUPPLIERS INC Total		<u>120.46</u>			
911	FOUNTAIN TECHNOLOGIES LTD					
		104379	1,380.00	10/17/2019	13058	2 OF 5 INSTALLMENTS
		104379	1,380.00	10/17/2019	13059	3 OF 5 INSTALLMENTS
		104379	1,380.00	10/17/2019	13060	4 OF 5 FOUNTAIN SERVICE AGI
	FOUNTAIN TECHNOLOGIES LTD Total		<u>4,140.00</u>			
916	FOX VALLEY FIRE & SAFETY INC					
		104089	50.00	10/10/2019	IN00286807	RECHARGE FS#1
		104532	650.00	10/10/2019	IN00288025	SVC @ WW
		104532	222.00	10/17/2019	IN00297469	SVC @ NEW PD
		104532	888.00	10/17/2019	IN00302126	EMERGENCY SVC @ PD
	FOX VALLEY FIRE & SAFETY INC Total		<u>1,810.00</u>			
919	LAUB HOLDINGS LLC					
		104881	4,237.00	10/10/2019	273910	CUSTOM DRAWER UNIT - FLEE
	LAUB HOLDINGS LLC Total		<u>4,237.00</u>			
989	GORDON FLESCH CO INC					
		106032	70.72	10/17/2019	IN12733003	STAPLES
		106032	-70.72	10/17/2019	IN12733003	STAPLES
			915.90	10/17/2019	IN12733599	MONTHLY BILLING OCT 2019
		106032	68.00	10/17/2019	IN12735701	STAPLES - CDE
			392.96	10/17/2019	IN12736668	MONTHLY BILLING THRU 9/25/1
	GORDON FLESCH CO INC Total		<u>1,376.86</u>			
996	GOVCONNECTION INC					
		105903	98.47	10/10/2019	57133093	1TB ENT 3.5" 512N SAS
		105986	477.30	10/17/2019	57154867	ANTI VIRUS RENWAL
	GOVCONNECTION INC Total		<u>575.77</u>			
1036	HARRIS BANK NA					
			1,599.00	10/11/2019	UNF 191011135200FD	Union Dues - IAFF
	HARRIS BANK NA Total		<u>1,599.00</u>			
1055	HEINZ BROTHERS INC					
		105826	6,843.35	10/17/2019	212008002	FALL PLANTS
	HEINZ BROTHERS INC Total		<u>6,843.35</u>			
1066	STEVE HERRA					

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			48.35	10/17/2019	101219	UNIFORM REIMB KOHL'S 10-12-
	STEVE HERRA Total		48.35			
1083	HITCHCOCK DESIGN GROUP					
		103398	2,425.00	10/17/2019	23693	FACILITY LANDSCAPE DESIGN
	HITCHCOCK DESIGN GROUP Total		2,425.00			
1133	IBEW LOCAL 196					
			161.50	10/11/2019	UNE 191011135200PV	Union Due - IBEW
			759.43	10/11/2019	UNEW191011135200P	Union Due - IBEW - percent
	IBEW LOCAL 196 Total		920.93			
1136	ICMA RETIREMENT CORP					
			580.00	10/11/2019	RTHA191011135200PI	Roth 457 - Dollar Amount
			60.00	10/11/2019	RTHA191011135200PI	Roth 457 - Dollar Amount
			269.90	10/11/2019	RTHP191011135200FI	Roth 457 - Percent
			211.66	10/11/2019	RTHP191011135200PI	Roth 457 - Percent
			290.00	10/11/2019	ROTH191011135200IS	Roth IRA Deduction
			1,570.76	10/11/2019	ROTH191011135200PI	Roth IRA Deduction
			455.00	10/11/2019	ROTH191011135200PI	Roth IRA Deduction
			10.00	10/11/2019	RTHA191011135200CI	Roth 457 - Dollar Amount
			50.00	10/11/2019	RTHA191011135200FI	Roth 457 - Dollar Amount
			35.00	10/11/2019	RTHA191011135200HI	Roth 457 - Dollar Amount
			2,312.63	10/11/2019	ICMP191011135200PC	ICMA Deductions - Percent
			1,295.49	10/11/2019	ICMP191011135200PV	ICMA Deductions - Percent
			210.00	10/11/2019	ROTH191011135200CI	Roth IRA Deduction
			25.00	10/11/2019	ROTH191011135200FI	Roth IRA Deduction
			100.00	10/11/2019	ROTH191011135200FI	Roth IRA Deduction
			211.50	10/11/2019	ROTH191011135200HI	Roth IRA Deduction
			4,638.77	10/11/2019	ICMA191011135200PV	ICMA Deductions - Dollar Amt
			66.26	10/11/2019	ICMP191011135200CA	ICMA Deductions - Percent
			70.37	10/11/2019	ICMP191011135200CE	ICMA Deductions - Percent
			2,888.14	10/11/2019	ICMP191011135200FD	ICMA Deductions - Percent
			1,130.43	10/11/2019	ICMP191011135200FN	ICMA Deductions - Percent
			1,141.80	10/11/2019	ICMP191011135200IS	ICMA Deductions - Percent
			3,636.54	10/11/2019	ICMA191011135200CE	ICMA Deductions - Dollar Amt
			38,980.77	10/11/2019	ICMA191011135200FD	ICMA Deductions - Dollar Amt
			1,080.00	10/11/2019	ICMA191011135200FN	ICMA Deductions - Dollar Amt
			1,330.77	10/11/2019	ICMA191011135200HF	ICMA Deductions - Dollar Amt
			1,290.00	10/11/2019	ICMA191011135200IS	ICMA Deductions - Dollar Amt

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			7,196.27	10/11/2019	ICMA191011135200PC	ICMA Deductions - Dollar Amt
			550.41	10/11/2019	E401191011135200FN	401A Savings Plan Employee
			254.34	10/11/2019	E401191011135200HR	401A Savings Plan Employee
			299.26	10/11/2019	E401191011135200IS	401A Savings Plan Employee
			727.30	10/11/2019	E401191011135200PD	401A Savings Plan Employee
			987.45	10/11/2019	E401191011135200PV	401A Savings Plan Employee
			300.00	10/11/2019	ICMA191011135200CA	ICMA Deductions - Dollar Amt
			299.26	10/11/2019	C401191011135200IS	401A Savings Plan Company
			727.95	10/11/2019	C401191011135200PD	401A Savings Plan Company
			987.45	10/11/2019	C401191011135200PV	401A Savings Plan Company
			221.02	10/11/2019	E401191011135200CA	401A Savings Plan Employee
			399.97	10/11/2019	E401191011135200CD	401A Savings Plan Employee
			551.94	10/11/2019	E401191011135200FD	401A Savings Plan Employee
			447.01	10/11/2019	101119	PLAN 109830 ICMA
			220.35	10/11/2019	C401191011135200CA	401A Savings Plan Company
			399.97	10/11/2019	C401191011135200CD	401A Savings Plan Company
			551.94	10/11/2019	C401191011135200FD	401A Savings Plan Company
			550.43	10/11/2019	C401191011135200FN	401A Savings Plan Company
			254.34	10/11/2019	C401191011135200HR	401A Savings Plan Company
	ICMA RETIREMENT CORP Total		79,867.45			
1170	IMPACT NETWORKING LLC					
		105927	1,259.60	10/17/2019	1562102	INVENTORY ITEMS
	IMPACT NETWORKING LLC Total		1,259.60			
1194	ISAWWA					
			330.00	10/17/2019	200046622	CLASS 11-6-2019 (3)
	ISAWWA Total		330.00			
1215	ILLINOIS MUNICIPAL UTILITIES					
			3,621,697.79	10/11/2019	100919	SEPTEMBER 2019 ELECTRIC BI
	ILLINOIS MUNICIPAL UTILITIES Total		3,621,697.79			
1223	INITIAL IMPRESSIONS EMBROIDERY					
			4.95	10/17/2019	19762	EMBROIDERY - METER DEPT
		105848	204.00	10/17/2019	22966	INVENTORY ITEMS
	INITIAL IMPRESSIONS EMBROIDERY Total		208.95			
1225	INSIGHT PUBLIC SECTOR					
		105954	953.70	10/10/2019	1100690173	CASE/COVER/MS PRO

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		105895	160.89	10/10/2019	1100690176	SURFACE DOCK
	INSIGHT PUBLIC SECTOR Total		<u><u>1,114.59</u></u>			
1240	INTERSTATE BATTERY SYSTEM OF	105902	377.85	10/10/2019	50339507	INVENTORY ITEMS
	INTERSTATE BATTERY SYSTEM OF Total		<u><u>377.85</u></u>			
1243	INTERIORS FOR BUSINESS					
		103674	-291,170.95	10/17/2019	978769	NEW PD BLDG-1ST & 2ND FLRS
		103674	291,170.94	10/17/2019	978769.2	NEW PD - MATERIALS/INSTALL
		103674	291,170.95	10/17/2019	978769/POLINE CORR	INTERNAL PO LINE CORRECTIO
		103674	-4,450.86	10/17/2019	979204	PRODUCT AND LABOR
		103674	4,450.86	10/17/2019	979204/PO LINE CORF	INTERNAL PO LINE CORRECTIO
	INTERIORS FOR BUSINESS Total		<u><u>291,170.94</u></u>			
1317	COUNTY OF KANE					
		105408	1,766.49	10/17/2019	2019-000000038	TRAFFIC SIGNAL MAINTENANC
	COUNTY OF KANE Total		<u><u>1,766.49</u></u>			
1324	KANE MCKENNA & ASSOCIATES					
		102454	2,137.50	10/17/2019	16629	RE: TLIP & BD
		98576	187.50	10/17/2019	16630	RE: RANDALL ROAD
	KANE MCKENNA & ASSOCIATES Total		<u><u>2,325.00</u></u>			
1327	KANE COUNTY FAIR					
			382.13	10/17/2019	FY 2020	MANION PROPERTY DEBT PAY
	KANE COUNTY FAIR Total		<u><u>382.13</u></u>			
1353	SUSAN KEMPH					
			266.14	10/10/2019	100119	PETTY CASH REIMBURSEMENT
	SUSAN KEMPH Total		<u><u>266.14</u></u>			
1365	KYLE KIM					
			185.84	10/17/2019	100919	JEANS
	KYLE KIM Total		<u><u>185.84</u></u>			
1387	KONICA MINOLTA BUS SOLUTIONS					
			91.26	10/10/2019	9006068996	SVC 8-19 THRU 9-18-19
			288.83	10/10/2019	9006069159	SVC 8-19 THRU 9-18-19
			666.16	10/10/2019	900608010	SVC 8-24 THRU 9-23-19

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	KONICA MINOLTA BUS SOLUTIONS Total		<u>1,046.25</u>			
1450	LEE JENSEN SALES CO INC					
		105951	102.00	10/17/2019	0001971-00	CROSBY RIVET EYE BOLT
	LEE JENSEN SALES CO INC Total		<u>102.00</u>			
1489	LOWES					
		104081	33.22	10/10/2019	01687/09-23-19	ELEC SUPPLIES - NEW EMA
		104823	286.75	10/10/2019	02242/09-23-19	VALVES/HOSES
		104274	3.50	10/10/2019	02271/09-23-19	MISC SUPPLIES - WATER DEPT
		104274	-3.50	10/10/2019	02271/09-23-19	MISC SUPPLIES - WATER DEPT
		104276	3.50	10/10/2019	02271/09-23-19R	METER DEPT SUPPLIES
		103990	46.63	10/10/2019	02691/09-19-19	MISC SUPPLIES - PW
		106064	40.54	10/17/2019	1815	INVENTORY ITEMS
		104313	123.50	10/17/2019	1888	ELECTRIC DEPT SUPPLIES
		104022	52.43	10/17/2019	02799/10-04-19	MISC SUPPLIES - PD
		104277	61.17	10/17/2019	02869/10-04-19	MISC SUPPLIES - COMM/FIBER
		104081	37.36	10/17/2019	02939/09-27-19	SUPPLIES - FD
		104081	1.27	10/17/2019	09642/10-06-19	REPAIR T102 SEAT
		104081	15.47	10/17/2019	10483/09-27-19	SUPPLIES - EMA
		105928	209.52	10/17/2019	1686-A	INVENTORY ITEMS
		104529	280.64	10/17/2019	02492/10-02-19	MISC SUPPLIES - WATER DEPT
		104823	222.25	10/17/2019	02508/10-02-19	MISC SUPPLIES - WW
		104823	84.00	10/17/2019	02532/10-02-19	MISC SUPPLIES - WW
		104823	135.83	10/17/2019	02614/09-25-19	MISC SUPPLIES - PW
		104529	58.23	10/17/2019	02621/10-03-19	MISC SUPPLIES - WATER DEPT
		103990	77.84	10/17/2019	02715/09-26-19	MISC SUPPLIES - PW
		104529	83.48	10/17/2019	02244/09-30-19	MISC SUPPLIES - WATER DEPT
		104022	64.97	10/17/2019	02288/09-30-19	MISC SUPPLIES - PD
		104823	82.71	10/17/2019	02296/10-07-19	MISC SUPPLIES - WW
		104823	59.07	10/17/2019	02387/10-01-19	CUTTER/TUBING/COUPLER
		103990	10.92	10/17/2019	02437/10-08-19	CITY HALL SUPPLIES
		104823	46.50	10/17/2019	02446/10-08-19	MISC SUPPLIES - WW
		104823	285.45	10/10/2019	02694/09-19-19	MISC SUPPLIES - WW
		104529	540.55	10/10/2019	02888/09-20-19	MISC SUPPLIES - WATER DEPT
		105849	224.52	10/10/2019	03720/09-17-19	INVENTORY ITEMS
		104823	34.19	10/17/2019	01825/10-02-19	MISC SUPPLIES - WW
		104529	451.86	10/17/2019	01843/10-03-19	MISC SUPPLIES - WATER DEPT
		104529	31.32	10/17/2019	01990/09-30-19	MISC SUPPLIES - WATER DEPT

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	LOWES Total		<u><u>3,685.69</u></u>			
1510	ERIC MAJEWSKI		80.00	10/10/2019	100719	PER DIEM 10-7 THRU 10-11-19
	ERIC MAJEWSKI Total		<u><u>80.00</u></u>			
1532	MARSHALLS TOWING & RECOVERY	104038	100.00	10/17/2019	23103	TOWING PD
	MARSHALLS TOWING & RECOVERY Total		<u><u>100.00</u></u>			
1534	MARTIN IMPLEMENT SALES INC	105842	456.59	10/10/2019	A71956	FILTERS/O-RINGS/SCREEN
	MARTIN IMPLEMENT SALES INC Total		<u><u>456.59</u></u>			
1537	MARTENSON TURF PRODUCTS INC	105917	2,330.00	10/10/2019	72029	INVENTORY ITEMS
	MARTENSON TURF PRODUCTS INC Total		<u><u>2,330.00</u></u>			
1556	NIKOS TOOLS LLC	106086	214.95	10/17/2019	133927	LUBJP UNIVERSAL
	NIKOS TOOLS LLC Total		<u><u>214.95</u></u>			
1582	MCMASTER CARR SUPPLY CO	106070	1,013.62	10/10/2019	17588589	FOLDING GUARD THREE PANE
		106058	313.41	10/10/2019	17588590	18-8 STAINLESS STEEL HEX SC
		106122	144.87	10/10/2019	17993960	INVENTORY ITEMS
		105770	1,455.93	10/17/2019	15312209	ADJ TORQUE WRENCH
	MCMASTER CARR SUPPLY CO Total		<u><u>2,927.83</u></u>			
1585	MEADE ELECTRIC COMPANY INC	104048	1,406.34	10/17/2019	689872	SVCS - SEPT 2019
	MEADE ELECTRIC COMPANY INC Total		<u><u>1,406.34</u></u>			
1598	MENARDS INC	104120	606.10	10/10/2019	24790	LUMBER SUPPLIES
	MENARDS INC Total		<u><u>606.10</u></u>			
1602	METROPOLITAN INDUSTRIES INC	105676	6,127.00	10/10/2019	INV009631	SPECIAL HATCH
	METROPOLITAN INDUSTRIES INC Total		<u><u>6,127.00</u></u>			

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1603	METRO WEST COG		105.00	10/10/2019	4123	SEPT BOARD MTG
	METRO WEST COG Total		<u>105.00</u>			
1613	METROPOLITAN ALLIANCE OF POL		893.00	10/11/2019	UNP 191011135200PD	Union Dues - IMAP
			90.00	10/11/2019	UNPS191011135200PI	Union Dues-Police Sergeants
	METROPOLITAN ALLIANCE OF POL Total		<u>983.00</u>			
1637	FLEETPRIDE INC					
		104083	222.62	10/17/2019	37076859	SEAL/GASKET
		104083	18.12	10/17/2019	37084825	LOCK
		104083	42.76	10/17/2019	37182152	FLEET DEPT PARTS
	FLEETPRIDE INC Total		<u>283.50</u>			
1643	MILSOFT UTILITY SOLUTIONS INC					
		104075	104.70	10/17/2019	20194450	MONTHLY SVCS
	MILSOFT UTILITY SOLUTIONS INC Total		<u>104.70</u>			
1646	MINERAL MASTERS CORPORATION					
		106104	550.00	10/17/2019	00044888	AUTO AND TRUCK WASH
	MINERAL MASTERS CORPORATION Total		<u>550.00</u>			
1651	MNJ TECHNOLOGIES DIRECT INC					
		105894	284.74	10/10/2019	0003689053	MONITOR
		105878	478.41	10/10/2019	0003689172	TONER
		105904	239.00	10/10/2019	0003689347	LCD MONITOR
		105671	68.67	10/17/2019	0003686642	HP CARE PACK
		106059	21.00	10/17/2019	0003691635	CABLES
		106059	608.58	10/17/2019	0003691636	DVI HDMI 3XDP
		105413	267.52	10/17/2019	0003692412	HP BUSINESS LCD MONITOR
		105413	45.96	10/17/2019	0003692440	KEYBOARD/MOUSE COMBO
	MNJ TECHNOLOGIES DIRECT INC Total		<u>2,013.88</u>			
1655	MONROE TRUCK EQUIPMENT					
		106075	97.74	10/17/2019	5412715	INVENTORY ITEMS
		106081	1,484.68	10/17/2019	5412730	CYLINDER/BUSHING
	MONROE TRUCK EQUIPMENT Total		<u>1,582.42</u>			
1668	WOLSELEY INVESTMENTS INC					
		105940	251.25	10/17/2019	5238381	INVENTORY ITEMS

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		106126	33.24	10/17/2019	5261016	INVENTORY ITEMS
	WOLSELEY INVESTMENTS INC Total		284.49			
1676	MUNICIPAL FLEET MANAGERS ASSOC		25.00	10/10/2019	101519	10-15-19 M VANDEMARK
	MUNICIPAL FLEET MANAGERS ASSOC Total		25.00			
1704	NCPERS IL IMRF		8.00	10/11/2019	NCP2191011135200FM	NCPERS 2
			16.00	10/11/2019	NCP2191011135200PV	NCPERS 2
	NCPERS IL IMRF Total		24.00			
1728	NIPSTA	105061	100.00	10/17/2019	19434107	BALANCE FOR A CICHON CLAS
	NIPSTA Total		100.00			
1745	NICOR		108.09	10/10/2019	0000 6 SEPT 30 2019	SVC 8-29 THRU 9-27-19
			37.71	10/10/2019	0847 6 OCT 1 2019	SVC 8-29 THRU 9-27-19
			36.04	10/10/2019	1000 0 DU SEPT 30 20	SVC 8-27 THRU 9-27-19
			35.44	10/10/2019	1000 1 OCT 3 2019	BILLING THRU 10/1/19
			36.51	10/10/2019	4606 2 OCT 1 2019	SVC 8-29 THRU 9-27-19
			110.53	10/10/2019	8642 6 SEPT 30 2019	SVC 8-28 THRU 9-27-19
			272.60	10/10/2019	SR19-158	SVC @ 3 DEVEREAUX WAY
			39.25	10/10/2019	1000 3 OCT 1 2019	SVC 8-27 THRU 9-26-19
			129.03	10/10/2019	1000 7 OCT 3 2019	BILLING THRU 10/2/19
			107.76	10/10/2019	1000 8 KG SEPT 30 20	SVC 8-28 THRU 9-27-19
			36.03	10/10/2019	1000 9 WR OCT 1 2019	SVC 8-26 THRU 9-27-19
			35.89	10/10/2019	1584 1 OCT 2 2019	
			83.82	10/10/2019	2485 8 OCT 3 2019	BILLING THRU OCT 1 2019
	NICOR Total		1,068.70			
1756	NORTH CENTRAL LABORATORIES					
		105796	366.44	10/10/2019	429010	LAB SUPPLIES
		105796	216.60	10/17/2019	429352	LAB SUPPLIES
		106034	867.06	10/17/2019	429610	LAB SUPPLIES
	NORTH CENTRAL LABORATORIES Total		1,450.10			
1769	OEI PRODUCTS INC	105883	59.40	10/10/2019	6637	MAGNIFIERS

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		105929	638.52	10/10/2019	6641	INVENTORY ITEMS
		105929	41.88	10/10/2019	6645	INVENTORY ITEMS
		106065	809.52	10/17/2019	6650	INVENTORY ITEMS
		106118	165.00	10/17/2019	6655	INVENTORY ITEMS
	OEI PRODUCTS INC Total		1,714.32			
1772	OHALLORAN KOSOFF GEITNER &					
			7,391.69	10/17/2019	658499	RE: STRYKOWSKI CLAIM
	OHALLORAN KOSOFF GEITNER & Total		7,391.69			
1775	RAY O'HERRON CO					
		104044	173.36	10/10/2019	1951507-IN	UNIFORMS - PD
		104044	939.83	10/17/2019	1954704-IN	POLICE DEPT UNIFORMS SCHL
		104044	505.87	10/17/2019	1954705-IN	POLICE DEPT UNIFORMS WOLI
		104044	417.33	10/17/2019	1954706-IN	POLICE DEPT UNIFORMS SCHL
		104044	228.96	10/17/2019	1954707-IN	POLICE DEPT UNIFORMS WOLI
		104044	87.60	10/17/2019	1954708-IN	POLICE DEPT UNIFORMS SCHL
		104044	427.51	10/17/2019	1955713-IN	PD UNIFORMS - LAMELA
	RAY O'HERRON CO Total		2,780.46			
1780	STEVEN ONEIL					
			165.00	10/10/2019	100419	BOOTS - RED WING 10-4-19
	STEVEN ONEIL Total		165.00			
1783	ON TIME EMBROIDERY INC					
		104108	159.00	10/10/2019	63273	UNIFORMS - FD
		104108	46.00	10/10/2019	66589	UNIFORMS - FD
		104108	54.00	10/10/2019	O 66110	UNIFORMS - FD
		104108	47.00	10/10/2019	OE 66336	UNIFORMS - FD
		104108	120.00	10/10/2019	OE 66337	UNIFORMS - FD
		104108	16.00	10/17/2019	67724	ALTERATIONS
		104108	196.00	10/17/2019	O 67720	FIRE DEPT UNIFORMS
		104108	149.00	10/17/2019	OE 67721	FIRE DEPT UNIFORMS
		104108	354.00	10/17/2019	OES 66319	FIRE DEPT UNIFORMS
		104108	156.00	10/10/2019	OE 66648	UNIFORMS - FD
		104108	395.00	10/10/2019	OE 67259	UNIFORMS - FD
		104108	30.00	10/17/2019	67722	EMBROIDERY
	ON TIME EMBROIDERY INC Total		1,722.00			
1793	OTIS ELEVATOR CO					

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		105923	1,579.80	10/10/2019	CY05303A19	SVC 10-1 THRU 12-31-19 MAINT
	OTIS ELEVATOR CO Total		1,579.80			
1822	PDC LABORATORIES INC					
		104502	75.00	10/17/2019	I9387578	FLUORDE/SAMPLE P/U
		104502	2,325.00	10/17/2019	I9388129	ORGANIC CHEMICAL PACKAGE
	PDC LABORATORIES INC Total		2,400.00			
1861	POLICE PENSION FUND					
			7,829.81	10/11/2019	PLP2191011135200PD	Police Pension Tier 2
			13,579.55	10/11/2019	PLPN191011135200PI	Police Pension
			782.90	10/11/2019	PLPR191011135200PI	Police Pens Service Buyback
			401.03	10/11/2019	POLP191011135200PI	Police Pension - non deferred
	POLICE PENSION FUND Total		22,593.29			
1864	POLYDYNE INC					
		105797	2,645.00	10/10/2019	1389722	CLARIFLOC
	POLYDYNE INC Total		2,645.00			
1890	LEGAL SHIELD					
			7.36	10/11/2019	PPLS191011135200FC	Pre-Paid Legal Services
			8.75	10/11/2019	PPLS191011135200FN	Pre-Paid Legal Services
			8.74	10/11/2019	PPLS191011135200IS	Pre-Paid Legal Services
			125.06	10/11/2019	PPLS191011135200PC	Pre-Paid Legal Services
	LEGAL SHIELD Total		149.91			
1898	PRIORITY PRODUCTS INC					
		105749	100.86	10/10/2019	941580-001	INVENTORY ITEMS
		104004	76.52	10/10/2019	941969	FLEET SUPPLIES
		104004	103.58	10/17/2019	942281	FLEET SUPPLIES
		106108	317.12	10/17/2019	942724	INVENTORY ITEMS
		104004	116.82	10/17/2019	942846	FLEET SUPPLIES
	PRIORITY PRODUCTS INC Total		714.90			
1900	PROVIDENT LIFE & ACCIDENT					
			26.76	10/11/2019	POPT191011135200FI	Provident Optional Life
	PROVIDENT LIFE & ACCIDENT Total		26.76			
1945	JOSEPH R RAMOS					
			2,507.50	10/10/2019	110-8-1019	ADMIN/ADJUDICATION HEARIN

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	JOSEPH R RAMOS Total		<u>2,507.50</u>			
1946	RANDALL PRESSURE SYSTEMS INC					
		105265	232.27	10/10/2019	I-29426-0	MISC SUPPLIES
		103987	254.26	10/10/2019	I-29469-0	MISC SUPPLIES - FLEET
		103987	192.45	10/17/2019	I-29594-0	CAPS/PLUGS/HOSE
		103987	22.32	10/17/2019	I-29740-0	FLEET DEPT SUPPLIES
	RANDALL PRESSURE SYSTEMS INC Total		<u>701.30</u>			
1953	FORT DEARBORN ENTERPRISES					
		105869	532.10	10/10/2019	109275	INVENTORY ITEMS
		105942	419.50	10/10/2019	109494	INVENTORY ITEMS
		105972	1,001.19	10/17/2019	109357	POLE SAW KIT/BLADE
	FORT DEARBORN ENTERPRISES Total		<u>1,952.79</u>			
1993	RENTAL MAX LLC					
		104116	661.25	10/10/2019	375621-3	RENT GRILLS/CHAIRS/TABLES
		104116	27.49	10/10/2019	381649-3	FUEL LP
		104116	17.59	10/17/2019	383551-3	LP FUEL
		104116	35.18	10/17/2019	382860-3	FUEL LP
		104116	209.00	10/17/2019	383336-3	HOT GAS WASHER
		104116	-209.00	10/17/2019	383336-3	HOT GAS WASHER
		106014	209.00	10/17/2019	383336-3A	PRESSURE WASHER
	RENTAL MAX LLC Total		<u>950.51</u>			
1998	RURAL ELECTRIC SUPPLY CO OP					
		106109	223.00	10/17/2019	765239-00	INVENTORY ITEMS
		106201	249.87	10/17/2019	766050-00	INVENTORY ITEMS
	RURAL ELECTRIC SUPPLY CO OP Total		<u>472.87</u>			
2032	POMPS TIRE SERVICE INC					
		105861	280.00	10/10/2019	640074663	8.25X22-5 HP10 AL XP
		105978	546.90	10/17/2019	640074683	REPAIR #1839
		104039	6.00	10/17/2019	640074948	SCRAP DISPOSAL FEES
		106050	444.90	10/17/2019	640075036	REPAIR LOADER
		106137	867.65	10/17/2019	640075190	SERVICE REPAIR
	POMPS TIRE SERVICE INC Total		<u>2,145.45</u>			
2055	SAFETY-KLEEN					
		106048	431.88	10/10/2019	80938787	PARTS WASHER SERVICE

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		106228	100.00	10/17/2019	81058734	OIL DISPOSAL
	SAFETY-KLEEN Total		531.88			
2059	SCOTT R SANDERS		345.43	10/10/2019	092719	PETTY CASH
	SCOTT R SANDERS Total		345.43			
2076	ST CHARLES HISTORY MUSEUM		3,666.67	10/10/2019	VCCHSM0819	HTL TAX DSBRSMT AUG 2019
	ST CHARLES HISTORY MUSEUM Total		3,666.67			
2086	SCHWEITZER ENGINEERING LABS					
		105919	1,300.00	10/17/2019	INV-000423144	FEEDER PROTECTION RELAY
	SCHWEITZER ENGINEERING LABS Total		1,300.00			
2095	SCHROEDER ASPHALT SERVICES INC					
		98300	29,457.90	10/17/2019	2019-238-MFT	MFT 2018 PROGRAM
		98300	15,038.23	10/17/2019	2019-238	2018 MFT PROGRAM RETENTIC
	SCHROEDER ASPHALT SERVICES INC Total		44,496.13			
2096	SCHINDLER ELEVATOR CORPORATION					
		105399	1,000.00	10/17/2019	7100409547	QEI WITNESS FEES
	SCHINDLER ELEVATOR CORPORATION Total		1,000.00			
2124	STEVE'S EQUIPMENT SERVICE INC					
		106022	2,057.96	10/17/2019	S90657	REPAIRS - BREAKERS
	STEVE'S EQUIPMENT SERVICE INC Total		2,057.96			
2137	SHERWIN WILLIAMS					
		103991	437.60	10/10/2019	3690-9	PAINT SUPPLIES
		106106	138.48	10/17/2019	4562-9	INVENTORY ITEMS
	SHERWIN WILLIAMS Total		576.08			
2150	SIKICH					
		104727	7,250.00	10/10/2019	406353	SVCS FOR AUDIT
	SIKICH Total		7,250.00			
2157	SISLERS ICE & DAIRY LTD					
		105162	97.00	10/10/2019	526223	ICE DELIVERY
		105162	108.50	10/17/2019	529479	ICE DELIVERY PW DEPT

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	SISLERS ICE & DAIRY LTD Total		<u>205.50</u>			
2158	GARY SITTLER		72.00	10/17/2019	102719	PER DIEM 10-27 THRU 10-30-19
	GARY SITTLER Total		<u>72.00</u>			
2169	CLARK BAIRD SMITH LLP		3,740.00	10/17/2019	11801	FILE# 12761
	CLARK BAIRD SMITH LLP Total		<u>3,740.00</u>			
2235	STEINER ELECTRIC COMPANY					
		105663	599.80	10/10/2019	S006438440.002	INVENTORY ITEMS
		105626	794.48	10/17/2019	S006436253.002	INVENTORY ITEMS
		105626	892.00	10/17/2019	S006436253.003	INVENTORY ITEMS
		105974	107.42	10/17/2019	S006462905.001	BATTERIES
		106012	4.35	10/17/2019	S006464381.001	SUPPLIES FOR WW
		106010	743.88	10/17/2019	S006465037.001	INVENTORY ITEMS
		106060	666.30	10/17/2019	S006467809.001	INVENTORY ITEMS
	STEINER ELECTRIC COMPANY Total		<u>3,808.23</u>			
2248	STORINO RAMELLO & DURKIN		2,367.90	10/17/2019	78825	BILLING RE: GENERAL MATTEF
			5,793.75	10/17/2019	78826	BILLING RE: ARCADA
			618.75	10/17/2019	78827	BILLING RE: FIRST ST - LOT 8
			3,037.50	10/17/2019	78828	BILLING RE: PHEASANT RUN
	STORINO RAMELLO & DURKIN Total		<u>11,817.90</u>			
2255	SUBURBAN LABORATORIES INC					
		105335	680.00	10/17/2019	169822	SAMPLE ANALYSIS
	SUBURBAN LABORATORIES INC Total		<u>680.00</u>			
2259	SUBURBAN ACCENTS INC					
		104027	1,750.00	10/10/2019	28751	GRAPHICS #21 & #24
	SUBURBAN ACCENTS INC Total		<u>1,750.00</u>			
2270	SUPERIOR INDUSTRIAL EQUIP LLC					
		105215	5,980.70	10/10/2019	19-2843	ADDL PARTS FOR REPAIR
	SUPERIOR INDUSTRIAL EQUIP LLC Total		<u>5,980.70</u>			
2296	TANGLEWOOD MARINE					
		105437	1,018.00	10/10/2019	16786	MISC SUPPLIES - FD

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	TANGLEWOOD MARINE Total		1,018.00			
2300	TEMCO MACHINERY INC					
		104078	473.84	10/10/2019	AG71852	ADAPTER/PLUG
		104078	512.32	10/17/2019	AG72579	SCREEN INTAKE
		104078	32.73	10/17/2019	AG72721	WEATHERSTRIP
	TEMCO MACHINERY INC Total		1,018.89			
2301	GENERAL CHAUFFERS SALES DRIVER					
			2,304.00	10/11/2019	UNT 191011135200PM	Union Dues - Teamsters
			163.50	10/11/2019	UNT 191011135200CD	Union Dues - Teamsters
	GENERAL CHAUFFERS SALES DRIVER Total		2,467.50			
2316	APC STORE					
		106077	1,195.55	10/10/2019	478-501945	TECH400 TOOL
		106073	234.41	10/10/2019	478-501985	INVENTORY ITEMS
			-69.58	10/10/2019	478-502032	CREDIT INV#501985
		103995	5.08	10/10/2019	478-502072	1/4 MALE PLUG
		103995	8.71	10/10/2019	478-502166	GAGE
		103995	29.79	10/10/2019	478-502257	FLEET PARTS
		103995	116.62	10/10/2019	478-502273	FLEET DEPT PARTS
		103995	138.55	10/10/2019	478-502286	FLEET DEPT PARTS
		103995	5.67	10/10/2019	478-502317	FLEET DEPT PARTS
		106124	173.72	10/10/2019	478-502342	INVENTORY ITEMS
		103995	32.65	10/10/2019	478-502539	FLEET DEPT PARTS
	APC STORE Total		1,871.17			
2344	TRADEMAN PHOTOGRAPHY					
		105967	305.00	10/10/2019	091919	ALDERMAN GROUPS
	TRADEMAN PHOTOGRAPHY Total		305.00			
2345	TRAFFIC CONTROL & PROTECTION					
		105669	2,956.50	10/10/2019	102120	BARRICADES
		105871	554.75	10/17/2019	102295	INVENTORY ITEMS
	TRAFFIC CONTROL & PROTECTION Total		3,511.25			
2363	TROTTER & ASSOCIATES INC					
		105541	3,300.00	10/17/2019	16179	PRJ BILLING STC LIBRARY MOI
		99814	7,700.00	10/17/2019	16198	PRJ BILLING 7TH AND DIVISION
		106031	2,847.00	10/17/2019	16199	PRJ BILLING 2019 WWTP ON C/

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		104969	1,338.75	10/17/2019	16201	PRJ BILLING WWTF OPERATING
		105488	39,894.44	10/17/2019	16202	PRJ BILLING WEST SIDE GENERATION
	TROTTER & ASSOCIATES INC Total		55,080.19			
2381	UNEEDASIGN					
		105828	45.00	10/17/2019	8412764	PD CLOSED SIGN
		106047	45.00	10/17/2019	8412776	AFTER HOURS SIGN
	UNEEDASIGN Total		90.00			
2383	UNITED STATES POSTAL SERVICE					
			4,000.00	10/10/2019	6116619-1019	POSTAGE METER REIMB
	UNITED STATES POSTAL SERVICE Total		4,000.00			
2401	UNIVERSAL UTILITY SUPPLY INC					
		106107	370.56	10/17/2019	3030124	INVENTORY ITEMS
	UNIVERSAL UTILITY SUPPLY INC Total		370.56			
2403	UNITED PARCEL SERVICE					
			25.72	10/10/2019	0000650961409	SHIPPING
	UNITED PARCEL SERVICE Total		25.72			
2404	HD SUPPLY FACILITIES MAINT LTD					
		105717	4,516.09	10/10/2019	012734	MISC WW DEPT SUPPLIES
		105932	423.55	10/10/2019	016868	INVENTORY ITEMS
		105882	395.19	10/17/2019	012874	ALL WEATHER SUCTION HOSE
		105989	119.15	10/17/2019	021004	BLADE KIT
		106071	254.55	10/17/2019	026405	POLYMER
	HD SUPPLY FACILITIES MAINT LTD Total		5,708.53			
2410	VALLEY LOCK CO					
		104031	65.88	10/17/2019	65403	KEYS - PD
	VALLEY LOCK CO Total		65.88			
2428	VERMEER MIDWEST					
		105914	393.92	10/10/2019	PE1348	MISC SUPPLIES CABINET/SCREEN
	VERMEER MIDWEST Total		393.92			
2429	VERIZON WIRELESS					
			9,364.05	10/17/2019	9839369861	MONTHLY BILLING SEPT 4-OCT
	VERIZON WIRELESS Total		9,364.05			

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2432	VESCO DIVISION OF THE STRAITS	106135	129.18	10/17/2019	42706	BOND PAPER
	VESCO DIVISION OF THE STRAITS Total		<u>129.18</u>			
2467	WALKER PARKING CONSULTANTS	103278	2,400.00	10/17/2019	3184920005	STC MAINT REPAIR
		105682	3,150.00	10/17/2019	31849210001	WEST PS PERIMETER
		105444	8,000.00	10/17/2019	31855300002	CITY HALL FACADE/ROOF
	WALKER PARKING CONSULTANTS Total		<u>13,550.00</u>			
2470	WAREHOUSE DIRECT	104033	101.94	10/10/2019	4423891-0	OFFICE SUPPLIES - PD
		104033	22.99	10/10/2019	4424768-0	OFFICE SUPPLIES - PD
		104033	22.20	10/10/2019	4425204-0	OFFICE SUPPLIES - PD
		105324	1.93	10/10/2019	4426749-0	OFFICE SUPPLIES - HR
		104033	26.63	10/10/2019	4426911-0	OFFICE SUPPLIES - PD
			-19.97	10/10/2019	C4421429-0	CRED IN#4421429-0
		104033	132.93	10/17/2019	4438994-0	OFFICE SUPPLIES - PD
		106083	16.97	10/17/2019	4441837-0	APPT BOOK
		104033	28.43	10/17/2019	4442805-0	STAMPS
		104033	543.92	10/17/2019	4444619-0	OFFICE SUPPLIES - PD
		104155	45.81	10/17/2019	4445474-0	COFFEE SUPPLIES
		104033	121.44	10/17/2019	4446031-0	OFFICE SUPPLIES POLICE DEF
		104472	7.35	10/17/2019	4432725-0	OFFICE SUPPLIES - CA
		104472	7.35	10/17/2019	4432725-1	OFFICE SUPPLIES - CA
		104033	14.10	10/17/2019	4432760-0	OFFICE SUPPLIES - PD
		104033	25.24	10/17/2019	4433513-0	OFFICE SUPPLIES - PD
		104033	40.83	10/17/2019	4433550-0	OFFICE SUPPLIES = PD
		104491	77.92	10/17/2019	4436659-0	COFFEE SUPPLIES - BCE
		104033	80.92	10/17/2019	4430948-0	OFFICE SUPPLIES - PD
		104033	148.80	10/17/2019	4432275-0	OFFICE SUPPLIES - PD
	WAREHOUSE DIRECT Total		<u>1,447.73</u>			
2475	WASHBURN MACHINERY	106054	297.50	10/10/2019	130039	WASHER REPAIRS
	WASHBURN MACHINERY Total		<u>297.50</u>			
2484	SPX TRANSFORMER SOLUTIONS INC	103200	5,360.00	10/10/2019	90026655	SPARE BUSHINGS

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	SPX TRANSFORMER SOLUTIONS INC Total		<u>5,360.00</u>			
2485	WBK ENGINEERING LLC					
		102540	119.00	10/17/2019	20517	CHECKERBOARD PARK LOT
		102540	-119.00	10/17/2019	20517	CHECKERBOARD PARK LOT
		104365	150.00	10/17/2019	20591	PRJ BILLING IL RT 31
		106219	1,388.00	10/17/2019	20625	PARKSIDE RESERVES
		104351	291.00	10/17/2019	20632	60 S 14TH STREET
		105621	1,120.00	10/17/2019	20633	410 S KIRK RD - SMITHFIELD
		105621	-1,120.00	10/17/2019	20633	410 S KIRK RD - SMITHFIELD
		105623	970.00	10/17/2019	20634	3850 OHIO AVE - BISON GEAR
		105623	-970.00	10/17/2019	20634	3850 OHIO AVE - BISON GEAR
		102903	829.00	10/17/2019	20637	1ST STR RIVERWALK/EAST PL
	WBK ENGINEERING LLC Total		<u>2,658.00</u>			
2486	ARAMARK					
		105995	76.98	10/17/2019	21861904	CLASS 2 THREE SEASON JACK
	ARAMARK Total		<u>76.98</u>			
2490	WELCH BROS INC					
		105852	153.00	10/10/2019	3062570	INVENTORY ITEMS
		105915	95.00	10/10/2019	3062770	WOOD STAKES/FIBER
		105915	92.00	10/17/2019	3063269	FIBER EXPANSION
		106152	420.00	10/17/2019	3065143	60 X 36 STRAIGHT CONE
	WELCH BROS INC Total		<u>760.00</u>			
2500	WESTERN REMAC INC					
		105490	531.30	10/10/2019	57244	PANEL = STC BUSINESS ALLIAI
	WESTERN REMAC INC Total		<u>531.30</u>			
2506	EESCO					
		105885	1,020.00	10/10/2019	145134	INVENTORY ITEMS
		105412	279.21	10/17/2019	157517	INVENTORY ITEMS
		105814	1,440.00	10/17/2019	161008	JACKETS
		105238	4,200.00	10/17/2019	164233	INVENTORY ITEMS
		105107	2,240.00	10/17/2019	164234	INVENTORY ITEMS
		106043	162.00	10/17/2019	177306	INVENTORY ITEMS
		105779	330.00	10/17/2019	180189	INVENTORY ITEMS
	EESCO Total		<u>9,671.21</u>			

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2527	WILLIAM FRICK & CO	106067	121.47	10/17/2019	550442	INVENTORY ITEMS
	WILLIAM FRICK & CO Total		<u>121.47</u>			
2535	WITMER ASSOCIATES INC	105690	57.79	10/17/2019	1970554	HELMETS
	WITMER ASSOCIATES INC Total		<u>57.79</u>			
2545	GRAINGER INC	105859	195.83	10/10/2019	9296320493	INVENTORY ITEMS
		105868	260.00	10/10/2019	9296320501	INVENTORY ITEMS
		105891	106.92	10/10/2019	9298234197	WATER HOSE
		105891	291.88	10/10/2019	9299745472	FLAT FILE/HOSE
		105926	130.14	10/10/2019	9301431921	INVENTORY ITEMS
		105933	208.00	10/10/2019	9301864444	INVENTORY ITEMS
		106114	26.34	10/17/2019	9314199184	PIPE/REDUCER
		106133	67.25	10/17/2019	9315985789	INVENTORY ITEMS
		106127	688.86	10/17/2019	9315985797	INVENTORY ITEMS
		106148	73.59	10/17/2019	9316459123	KNEE BOOTS
		105990	202.68	10/17/2019	9305636954	STRAIGHT LADDER
		106027	241.30	10/17/2019	9308828434	SDS BINDER
		106041	28.95	10/17/2019	9310055455	TOLIET SEAT
		106078	123.84	10/17/2019	9311590286	TONGUE AND GROOVE PLIERS
		106072	24.50	10/17/2019	9311782487	FLINT LIGHTER
		106066	162.00	10/17/2019	9311782495	INVENTORY ITEMS
		105943	34.00	10/10/2019	9302413068	BATTERY
		105944	141.35	10/10/2019	9302413076	INVENTORY ITEMS
		105973	164.83	10/17/2019	9305167216	BATTERY ACID SPILL KIT
		105979	140.68	10/17/2019	9305636921	WORK BOOTS
		105984	52.00	10/17/2019	9305636939	TACLITE EMS PANTS
		105990	205.92	10/17/2019	9305636947	MANHOLE LADDER
	GRAINGER INC Total		<u>3,570.86</u>			
2629	ZEP MANUFACTURING CO	106131	230.92	10/17/2019	9004626123	INVENTORY ITEMS
	ZEP MANUFACTURING CO Total		<u>230.92</u>			
2630	ZIEBELL WATER SERVICE PRODUCTS	106149	2,440.00	10/17/2019	247635-000	INVENTORY ITEMS

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	ZIEBELL WATER SERVICE PRODUCTS Total		<u>2,440.00</u>			
2637	ILLINOIS DEPT OF REVENUE					
			149,035.40	10/11/2019	101119	ELEC EXCISE TAX SEPT 2019
			980.14	10/11/2019	ILST191011135200CA	Illinois State Tax
			2,314.95	10/11/2019	ILST191011135200CD	Illinois State Tax
			12,079.90	10/11/2019	ILST191011135200FD	Illinois State Tax
			1,883.38	10/11/2019	ILST191011135200FN	Illinois State Tax
			992.93	10/11/2019	ILST191011135200HR	Illinois State Tax
			1,562.30	10/11/2019	ILST191011135200IS	Illinois State Tax
			11,263.20	10/11/2019	ILST191011135200PD	Illinois State Tax
			14,733.38	10/11/2019	ILST191011135200PW	Illinois State Tax
	ILLINOIS DEPT OF REVENUE Total		<u>194,845.58</u>			
2638	INTERNAL REVENUE SERVICE					
			842.20	10/11/2019	FICA191011135200CA	FICA Employee
			2,937.28	10/11/2019	FICA191011135200CD	FICA Employee
			693.93	10/11/2019	FICA191011135200FD	FICA Employee
			2,270.59	10/11/2019	FICA191011135200FN	FICA Employee
			1,265.69	10/11/2019	FICA191011135200HR	FICA Employee
			2,335.29	10/11/2019	FICA191011135200IS	FICA Employee
			296.02	10/11/2019	MEDR191011135200H	Medicare Employer
			546.16	10/11/2019	MEDR191011135200IS	Medicare Employer
			3,889.47	10/11/2019	MEDR191011135200P	Medicare Employer
			4,760.06	10/11/2019	MEDR191011135200P'	Medicare Employer
			3,888.86	10/11/2019	MEDE191011135200PI	Medicare Employee
			4,760.06	10/11/2019	MEDE191011135200P'	Medicare Employee
			328.28	10/11/2019	MEDR191011135200C	Medicare Employer
			783.66	10/11/2019	MEDR191011135200C	Medicare Employer
			4,488.58	10/11/2019	MEDR191011135200FI	Medicare Employer
			627.17	10/11/2019	MEDR191011135200FI	Medicare Employer
			328.92	10/11/2019	MEDE191011135200C	Medicare Employee
			783.66	10/11/2019	MEDE191011135200C	Medicare Employee
			4,734.41	10/11/2019	MEDE191011135200FI	Medicare Employee
			627.14	10/11/2019	MEDE191011135200FI	Medicare Employee
			296.02	10/11/2019	MEDE191011135200H	Medicare Employee
			546.16	10/11/2019	MEDE191011135200IS	Medicare Employee
			45,765.31	10/11/2019	FIT 191011135200FD	Federal Withholding Tax
			4,971.07	10/11/2019	FIT 191011135200FN	Federal Withholding Tax

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			2,725.87	10/11/2019	FIT 191011135200HR	Federal Withholding Tax
			3,462.20	10/11/2019	FIT 191011135200IS	Federal Withholding Tax
			28,589.86	10/11/2019	FIT 191011135200PD	Federal Withholding Tax
			35,895.61	10/11/2019	FIT 191011135200PW	Federal Withholding Tax
			1,265.69	10/11/2019	FICE191011135200HR	FICA Employer
			2,335.29	10/11/2019	FICE191011135200IS	FICA Employer
			2,481.16	10/11/2019	FICE191011135200PD	FICA Employer
			19,522.17	10/11/2019	FICE191011135200PV	FICA Employer
			2,816.46	10/11/2019	FIT 191011135200CA	Federal Withholding Tax
			5,897.90	10/11/2019	FIT 191011135200CD	Federal Withholding Tax
			2,478.55	10/11/2019	FICA191011135200PD	FICA Employee
			19,522.17	10/11/2019	FICA191011135200PV	FICA Employee
			839.53	10/11/2019	FICE191011135200CA	FICA Employer
			2,937.28	10/11/2019	FICE191011135200CD	FICA Employer
			693.93	10/11/2019	FICE191011135200FD	FICA Employer
			2,270.65	10/11/2019	FICE191011135200FN	FICA Employer
	INTERNAL REVENUE SERVICE Total		226,500.31			
2639	STATE DISBURSEMENT UNIT					
			471.13	10/11/2019	0000001911910111352	IL Child Support Amount 1
			545.00	10/11/2019	0000002061910111352	IL Child Support Amount 1
			391.78	10/11/2019	0000002921910111352	IL Child Support Amount 1
			1,555.35	10/11/2019	0000003741910111352	IL Child Support Amount 1
			369.23	10/11/2019	0000004861910111352	IL Child Support Amount 1
			700.15	10/11/2019	0000012251910111352	IL Child Support Amount 1
	STATE DISBURSEMENT UNIT Total		4,032.64			
2643	DELTA DENTAL					
			3,809.37	10/08/2019	100719	DELTA DENTAL CLAIMS
			3,859.10	10/16/2019	101419	DELTA DENTAL CLAIMS
	DELTA DENTAL Total		7,668.47			
2644	IMRF					
			185,350.66	10/10/2019	101019	IMRF EE/ER/VOLUNTARY
	IMRF Total		185,350.66			
2648	HEALTH CARE SERVICE CORP					
			162,302.03	10/08/2019	100419	MEDICAL CLAIMS
	HEALTH CARE SERVICE CORP Total		162,302.03			

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2652	JPMORGAN CHASE BANK NA		1,260.90	10/17/2019	092419PS	CC CHARGES SEPT 2019
			390.32	10/17/2019	092419SS	CC CHARGES SEPT 2019
			167.57	10/17/2019	092419TB	CC CHARGES SEPT 2019
			376.33	10/17/2019	092419TC	CC CHARGES SEPT 2019
			126.56	10/17/2019	092419JM	CC CHARGES SEPT 2019
			1,836.15	10/17/2019	092419JS	CC CHARGES SEPT 2019
			98,985.48	10/17/2019	092419KD	CC CHARGES SEPT 2019
			85.00	10/17/2019	092419LC	CC CHARGES SEPT 2019
			4,922.07	10/17/2019	092419LG	CC CHARGES SEPT 2019
			1,445.00	10/17/2019	092419MK	CC CHARGES SEPT 2019
			2,458.94	10/17/2019	092419CA	CC CHARGES SEPT 2019
			793.26	10/17/2019	092419CM	CC CHARGES SEPT 2019
			1,502.13	10/17/2019	092419DB	CC CHARGES SEPT 2019
			1,431.06	10/17/2019	092419EM	CC CHARGES SEPT 2019
			250.00	10/17/2019	092419JK	CC CHARGES SEPT 2019
	JPMORGAN CHASE BANK NA Total		116,030.77			
2656	DISH DBS CORP	104095	102.03	10/17/2019	100519	MONTHLY SVC
	DISH DBS CORP Total		102.03			
2666	WINSTON ENGINEERING	104261	450.00	10/17/2019	0926CF1039	SOIL TESTING
	WINSTON ENGINEERING Total		450.00			
2683	CONTINENTAL AMERICAN INSURANCE		59.89	10/11/2019	ACCG191011135200FI	AFLAC Accident Plan
			84.84	10/11/2019	ACCG191011135200PI	AFLAC Accident Plan
			78.06	10/11/2019	ACCG191011135200P'	AFLAC Accident Plan
	CONTINENTAL AMERICAN INSURANCE Total		222.79			
2695	JOHNATHON N LOSURDO		32.00	10/10/2019	100319	PER DIEM 10/21/19-10/22/19
	JOHNATHON N LOSURDO Total		32.00			
2894	HAVLICEK ACE HARDWARE LLC	106112	670.80	10/17/2019	76334/1	INVENTORY ITEMS
		103988	20.00	10/17/2019	76381/1	WPM BLADE

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	HAVLICEK ACE HARDWARE LLC Total		<u>690.80</u>			
2921	STRYPES PLUS MORE INC	105804	1,387.00	10/17/2019	15079	SVC FOR E 101
	STRYPES PLUS MORE INC Total		<u>1,387.00</u>			
2929	FOOTE MIELKE CHAVEZ & O'NEIL		525.00	10/10/2019	4875	LEGAL JUSTIN KOVACS
			575.00	10/10/2019	4876	LEGAL ANTHONY RAMIREZ
			500.00	10/10/2019	4877	LEGAL CHRISTOPHER SMITH
			500.00	10/10/2019	4878	LEGAL JOHN NILAND
			3,200.00	10/10/2019	4879	LEGAL SEPTEMBER ORDINANC
	FOOTE MIELKE CHAVEZ & O'NEIL Total		<u>5,300.00</u>			
2956	LAI LTD	105532	387.95	10/10/2019	19-16699-1	LENS/BULBS
	LAI LTD Total		<u>387.95</u>			
2974	HOSCHEIT MCGUIRK MCCracken &		1,000.00	10/17/2019	A25059-1-0919	LEGAL CHARGES FOR SEPT 20
			270.00	10/17/2019	A25059-10-0919	LEGAL CHARGES FOR SEPT 20
			4,297.50	10/17/2019	A25059-2-0919	LEGAL CHARGES FOR SEPT 20
			2,677.50	10/17/2019	A25059-3-0919	LEGAL CHARGES FOR SEPT 20
			562.50	10/17/2019	A25059-6-0919	LEGAL CHARGES FOR SEPT 20
			495.00	10/17/2019	A25059-7-0919	LEGAL CHARGES FOR SEPT 20
			2,576.25	10/17/2019	A25059-8-0919	LEGAL CHARGES FOR SEPT 20
	HOSCHEIT MCGUIRK MCCracken & Total		<u>11,878.75</u>			
2985	S SCHROEDER TRUCKING INC	83	802.85	10/17/2019	35516	HAULING TO BLUFF CITY
		84	2,111.65	10/17/2019	35517	LIMESTONE
	S SCHROEDER TRUCKING INC Total		<u>2,914.50</u>			
2987	BLUE TARP FINANCIAL INC	105692	294.49	10/10/2019	43354304	GREASE PUMP KIT
	BLUE TARP FINANCIAL INC Total		<u>294.49</u>			
2990	HAWKINS INC	87	4,421.01	10/10/2019	4584183	CHEMICALS
		87	5,586.09	10/10/2019	4584810	DRINKING WATER GRADE

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	HAWKINS INC Total		<u>10,007.10</u>			
3010	PLOTE CONSTRUCTION INC					
		82	441.48	10/10/2019	225465	SURFACE
		82	1,388.92	10/10/2019	225682	SURFACE
		82	413.92	10/17/2019	225913	SURFACE
	PLOTE CONSTRUCTION INC Total		<u>2,244.32</u>			
3030	FIRE SERVICE INC					
		105704	262.50	10/17/2019	30931	PUMP TEST
		105704	262.50	10/17/2019	30935	PUMP TEST
		105704	262.50	10/17/2019	30941	PUMP TEST
		105704	262.50	10/17/2019	30942	PUMP TEST
		105704	262.50	10/17/2019	30951	PUMP TEST
		105704	262.50	10/17/2019	30954	PUMP TEST
		105704	262.50	10/17/2019	30957	PUMP TEST
		105704	262.50	10/17/2019	30959	PUMP TEST
	FIRE SERVICE INC Total		<u>2,100.00</u>			
3102	RUSH PARTS CENTERS OF ILLINOIS					
		105854	286.80	10/10/2019	3016570282	INVENTORY ITEMS
		105934	236.16	10/17/2019	3016657872	INVENTORY ITEMS
		104077	14.74	10/17/2019	3016789200	RO 62994 VEH 1825
	RUSH PARTS CENTERS OF ILLINOIS Total		<u>537.70</u>			
3127	SHI INTERNATIONAL CORP					
		105962	92.00	10/17/2019	B10656189	WIRELESS COMBO
		105855	52.00	10/17/2019	B10656204	WIRELESS COMBO
		106103	92.00	10/17/2019	B10696435	WIRELESS COMBO
	SHI INTERNATIONAL CORP Total		<u>236.00</u>			
3139	MARMON WIRE & CABLE INC					
		105391	2,542.00	10/17/2019	126663	INVENTORY ITEMS
	MARMON WIRE & CABLE INC Total		<u>2,542.00</u>			
3147	DUPAGE TOPSOIL INC					
		104382	1,380.00	10/10/2019	049133	BLACK DIRT
		104382	345.00	10/17/2019	049187	PULVERIZED BLACK DIRT
	DUPAGE TOPSOIL INC Total		<u>1,725.00</u>			
3148	CORNERSTONE PARTNERS					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		104343	19,163.32	10/10/2019	CP18336	MONTHLY MOWING JUNE 2019
		104343	798.01	10/10/2019	CP18418	MONTHLY MOWING JUNE 2019
		105829	669.21	10/10/2019	CP19040	SVC @ 1490 ALLEN LANE
		105829	426.50	10/10/2019	CP19041	SVC @ 2706 REGENCY
		105829	243.69	10/10/2019	CP19042	SVC @ PRAIRIE & 14TH ST
		104343	19,163.32	10/17/2019	CP18339	MONTHLY MOWING SVC
		104343	798.01	10/17/2019	CP18421	MONTHLY SVC RGR
		106088	4,172.81	10/17/2019	CP19033	RIVERSIDE AVE CLEARING
		105055	457.17	10/17/2019	CP19084	SVC @ 1734 RIVERSIDE
	CORNERSTONE PARTNERS Total		45,892.04			
3156	TRANSUNION RISK & ALTERNATIVE					
		104029	146.00	10/10/2019	252639-0919	MONTHLY SVC
	TRANSUNION RISK & ALTERNATIVE Total		146.00			
3169	CROSS MATCH TECHNOLOGIES INC					
		105910	1,939.37	10/17/2019	13183	CMT ADVANTAGE MAINT
	CROSS MATCH TECHNOLOGIES INC Total		1,939.37			
3175	NALCO US 2 INC					
		106257	423.35	10/17/2019	2374451	DI WATER TESTS
	NALCO US 2 INC Total		423.35			
3181	JUDITH A WALLACE					
		105968	3,045.92	10/10/2019	2019-0919	S E TRAINING
		105968	2,448.35	10/10/2019	2019-0924	S E TRAINING
	JUDITH A WALLACE Total		5,494.27			
3193	J GILL AND COMPANY					
		105197	63,679.40	10/17/2019	2137	IL STREET PARK DECK REPAIR
	J GILL AND COMPANY Total		63,679.40			
3203	OUTDOOR HOME SERVICES HOLDINGS					
		104498	1,669.00	10/17/2019	111384842	TURF APP - SEPT 9 2019
	OUTDOOR HOME SERVICES HOLDINGS Total		1,669.00			
3209	HOLMGREN ELECTRIC INC					
		105899	353.15	10/10/2019	7171	SVC @ E SIDE LIFT
		105987	690.00	10/17/2019	7188	SVC @ WEST PLANT
		106044	972.90	10/17/2019	7200	SVC FOR PARKING GARAGE LI

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	HOLMGREN ELECTRIC INC Total		<u>2,016.05</u>			
3236	HR GREEN INC	104226	2,527.39	10/17/2019	129823	CONSTR ENG SVCS - 3 PROJS
	HR GREEN INC Total		<u>2,527.39</u>			
3247	JWC ENVIRONMENTAL INC	106115	20,858.80	10/17/2019	99428	ROTOR & GBOX ASSEMBLY
	JWC ENVIRONMENTAL INC Total		<u>20,858.80</u>			
3258	BEST DOCTORS INC	104218	352.00	10/10/2019	090119	SERVICES SEPTEMBER
	BEST DOCTORS INC Total		<u>352.00</u>			
3280	PLANET DEPOS LLC	104158	886.40	10/10/2019	295203	SVCS 9-3-19
		104158	1,123.20	10/17/2019	297413	SVCS 9-17-19
	PLANET DEPOS LLC Total		<u>2,009.60</u>			
3288	FGM ARCHITECTS INC	102069	16,398.44	10/17/2019	16-2234.01-24	POLICE STATION PROJECT BIL
		106225	7,777.50	10/17/2019	19-2728.01-1	CITY HALL SECURITY REVIEW
	FGM ARCHITECTS INC Total		<u>24,175.94</u>			
3289	VISION SERVICE PLAN OF IL NFP		2.86	10/10/2019	100819	VISION PLAN ANDREW KIDD 9/1
			7.44	10/11/2019	VSP 191011135200CA	Vision Plan Pre-tax
			44.46	10/11/2019	VSP 191011135200CD	Vision Plan Pre-tax
			216.34	10/11/2019	VSP 191011135200FD	Vision Plan Pre-tax
			28.92	10/11/2019	VSP 191011135200FN	Vision Plan Pre-tax
			12.22	10/11/2019	VSP 191011135200HR	Vision Plan Pre-tax
			36.66	10/11/2019	VSP 191011135200IS	Vision Plan Pre-tax
			225.08	10/11/2019	VSP 191011135200PD	Vision Plan Pre-tax
			359.48	10/11/2019	VSP 191011135200PV	Vision Plan Pre-tax
	VISION SERVICE PLAN OF IL NFP Total		<u>933.46</u>			
3298	JENNIFER KUHN		1,065.00	10/17/2019	242	COORD SVCS SEPT
			25.52	10/17/2019	242A	MILEAGE SEPT
	JENNIFER KUHN Total		<u>1,090.52</u>			

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3313	PETERSON AND MATZ INC	105258	2,596.17	10/10/2019	073119DWS	BLUE-WHITE M224-MNGG
	PETERSON AND MATZ INC Total		<u>2,596.17</u>			
3315	IRON MOUNTAIN INC	105425	713.12	10/17/2019	201984504	MULTI MEDIA STORAGE
	IRON MOUNTAIN INC Total		<u>713.12</u>			
3353	R&M SPECIALTIES LTD	105961	614.00	10/17/2019	70372	NAVY PULLOVERS
	R&M SPECIALTIES LTD Total		<u>614.00</u>			
3376	CUISINE AMERICA INC		822.50	10/10/2019	3583	LEAD BREAKFAST 9-26-19
	CUISINE AMERICA INC Total		<u>822.50</u>			
3408	ULINE INC	106076	56.86	10/17/2019	112933492	HORIZONTAL PAPER CUTTER
		106018	131.66	10/17/2019	112848375	CARD HOLDERS
		106038	105.10	10/17/2019	112884502	TRIPLE WIRE GLOVE DISPENSI
	ULINE INC Total		<u>293.62</u>			
3422	SUPERIOR ELECTROSTATIC	104629	28,675.00	10/10/2019	000027	ELECTROSTATIC PAINTING
	SUPERIOR ELECTROSTATIC Total		<u>28,675.00</u>			
3423	ARROW INTERNATIONAL INC	105925	610.50	10/17/2019	9501695617	POWER DRIVER
	ARROW INTERNATIONAL INC Total		<u>610.50</u>			
3460	Joseph Dony		32.00	10/10/2019	100319A	PER DIEM 10/21/19-10/22/19
	Joseph Dony Total		<u>32.00</u>			
3474	TRAVELERS INDEMNITY		206.59	10/17/2019	2117324	RE: S BRYANT - MED RECORDS
	TRAVELERS INDEMNITY Total		<u>206.59</u>			
3490	HI-LINE UTILITY SUPPLY CO LLC	105750	1,859.76	10/17/2019	10137292	INVENTORY ITEMS

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	HI-LINE UTILITY SUPPLY CO LLC Total		<u>1,859.76</u>			
3505	Michael Redmann		75.00	10/10/2019	052819	PER DIEM 5-28 THRU 5-30-19
	Michael Redmann Total		<u>75.00</u>			
3561	ADVANCED ELEVATOR COMPANY					
		105759	1,656.72	10/17/2019	46053	TESTING OF SMOKE ALARMS
		104628	500.00	10/17/2019	46108	ELEVATOR MAINT
	ADVANCED ELEVATOR COMPANY Total		<u>2,156.72</u>			
3576	CAROLE MURPHY					
			148.44	10/10/2019	072419	PETTY CASH
			18.97	10/10/2019	100319	REIMB FOR RETIREMENT SUPP
	CAROLE MURPHY Total		<u>167.41</u>			
3597	GEOSTAR MECHANICAL INC					
		106095	2,506.78	10/10/2019	I30824	SVC @ CITY HALL
		106091	2,890.88	10/10/2019	I31286	SVC @ CS
		106093	380.00	10/10/2019	I31432	SVC @ FS#2
		106094	600.00	10/10/2019	I31433	SVC @ WW WEST
		106092	835.00	10/10/2019	I31434	SVC @ CITY HALL
	GEOSTAR MECHANICAL INC Total		<u>7,212.66</u>			
3640	Daniel Mormino					
			28.00	10/17/2019	110719	PER DIEM 11-7 & 11-8-19
	Daniel Mormino Total		<u>28.00</u>			
3670	ACTION LOCK & KEY INC					
		106166	710.00	10/17/2019	104130	LOCK REPAIRS @ WW
		106167	325.00	10/17/2019	104179	REPAIRS @ SPRINKLER RM
	ACTION LOCK & KEY INC Total		<u>1,035.00</u>			
3684	RESPECT TECHNOLOGY INC					
		106013	3,360.00	10/17/2019	13669	I SERIES HOSTING
	RESPECT TECHNOLOGY INC Total		<u>3,360.00</u>			
3743	LANDS' END INC					
			21.67	10/10/2019	879307	CREDIT BAL ON RETURNS/INVO
			-306.64	10/10/2019	SCR949473	RETURNED PO 103788 FIRE DE
			-35.93	10/10/2019	SCR969443	CRED INV#SIN7693531

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		104797	44.88	10/10/2019	SIN7693531	LAYERING TEES
		104797	77.91	10/10/2019	SIN7732249	UNIFORMS - FD
			198.11	10/10/2019	SIN7783253	FD UNIFORMS
	LANDS' END INC Total		0.00			
3751	COLLINS LAW ENFORCEMENT SALES					
		105799	1,150.00	10/17/2019	09-11-2019-SCFD	HELMETS - FD
	COLLINS LAW ENFORCEMENT SALES Total		1,150.00			
3761	DANIEL E WILLIAMS					
		104123	156.00	10/10/2019	2010234	PASSPORT INSERTS
	DANIEL E WILLIAMS Total		156.00			
3766	PROVEN BUSINESS SYSTEMS					
		104647	219.32	10/17/2019	640135	MONTHLY SVCS
	PROVEN BUSINESS SYSTEMS Total		219.32			
3786	EMPLOYEE BENEFITS CORPORATION					
		104220	306.00	10/17/2019	2683956	MONTHLY BILLING
	EMPLOYEE BENEFITS CORPORATION Total		306.00			
3799	LRS HOLDINGS LLC					
		104753	65.40	10/17/2019	0000069844	WOOD
		104361	1,360.00	10/17/2019	0000853660	STICKERS 909001-909500
		104285	1,900.44	10/17/2019	0004272408	SERVICES 10/1/19-10/31/19
		105537	130.00	10/17/2019	PS290072	MONTHLY SVC
		104119	65.00	10/17/2019	PS290073	MONTHLY SVC
		104112	9,738.32	10/17/2019	PS293525	MUNICIPAL SWEEPS
	LRS HOLDINGS LLC Total		13,259.16			
3831	IMAGETEC L P					
		104215	519.00	10/17/2019	578860	COPIER MAINT - HR
	IMAGETEC L P Total		519.00			
3851	MORLAN & ASSOCIATES INC					
		105907	812.15	10/10/2019	753630	TRANSFORMER
	MORLAN & ASSOCIATES INC Total		812.15			
3875	STUART C IRBY CO					
		105326	8,495.00	10/10/2019	S011552289.001	ELEC TRUCK TESTING

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	STUART C IRBY CO Total		<u>8,495.00</u>			
3880	KELMSCOTT COMMUNICATIONS	105788	459.32	10/10/2019	M113058011	POCKET CALENDARS
	KELMSCOTT COMMUNICATIONS Total		<u>459.32</u>			
3882	CORE & MAIN LP	105867	314.00	10/10/2019	L217090	INVENTORY ITEMS
	CORE & MAIN LP Total		<u>314.00</u>			
3886	VIA CARLITA LLC	104002	275.24	10/10/2019	19735	RO#63002
		106128	91.40	10/10/2019	19862	INVENTORY ITEMS
		104976	224.50	10/17/2019	122098	TRANS FLUID FLUSH
		105947	217.00	10/17/2019	125871C	VALVE ASSEMBLY
		106051	22.01	10/17/2019	126009	TRUCK REPAIR
		106139	1,368.06	10/17/2019	126455	VEH 1969 SERVICE REPAIR
		106240	311.20	10/17/2019	20098	INVENTORY ITEMS
	VIA CARLITA LLC Total		<u>2,509.41</u>			
3890	GOVERNMENTJOBS.COM, INC	106082	18,160.00	10/17/2019	INV-11409	SUBSCRIPTION FEE FOR PERF
		104208	1,312.50	10/17/2019	SO12753	SUBSCRIPTION GOVJOB.COM
	GOVERNMENTJOBS.COM, INC Total		<u>19,472.50</u>			
3910	Brant Corwin		146.44	10/10/2019	100819	JEANS FARMFLEET 9/28/19
			165.00	10/17/2019	10119	SAFETY BOOTS BOOT BARN 8/
	Brant Corwin Total		<u>311.44</u>			
3915	B&W CONTROL SYSTEMS	105601	40,000.00	10/10/2019	0208671	SCADA UPGRADES
		104993	720.00	10/17/2019	0208790	PROJECT BILLING WATER
	B&W CONTROL SYSTEMS Total		<u>40,720.00</u>			
3948	UNIQUE PRODUCTS & SERVICE CORP	106068	127.80	10/17/2019	375414	INVENTORY ITEMS
		106123	985.80	10/17/2019	375615	INVENTORY ITEMS
	UNIQUE PRODUCTS & SERVICE CORP Total		<u>1,113.60</u>			
3968	TRANSAMERICA CORPORATION					

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			4,312.05	10/11/2019	RHFP191011135200PI	Retiree Healthcare Funding Pla
	TRANSAMERICA CORPORATION Total		<u>4,312.05</u>			
3973	HSA BANK WIRE ONLY					
			200.00	10/11/2019	HSAF191011135200CI	Health Savings Plan - Family
			1,236.52	10/11/2019	HSAF191011135200FI	Health Savings Plan - Family
			480.76	10/11/2019	HSAF191011135200HF	Health Savings Plan - Family
			484.15	10/11/2019	HSAF191011135200IS	Health Savings Plan - Family
			732.70	10/11/2019	HSAF191011135200PI	Health Savings Plan - Family
			240.00	10/11/2019	HSAS191011135200PI	Health Savings - Self Only
			300.00	10/11/2019	HSAF191011135200PI	Health Savings Plan - Family
			173.00	10/11/2019	HSAS191011135200CI	Health Savings - Self Only
			134.61	10/11/2019	HSAS191011135200CI	Health Savings - Self Only
			544.24	10/11/2019	HSAS191011135200FI	Health Savings - Self Only
			100.00	10/11/2019	HSAS191011135200FI	Health Savings - Self Only
			604.15	10/11/2019	HSAS191011135200PI	Health Savings - Self Only
	HSA BANK WIRE ONLY Total		<u>5,230.13</u>			
4020	TREES R US INC					
		104114	20,926.08	10/17/2019	23213	BRUSH COLLECTION SVCS
	TREES R US INC Total		<u>20,926.08</u>			
4035	H & H ELECTRIC CO					
		105484	4,761.42	10/17/2019	33644	TRAFFIC SIGNAL REPAIR/MAIN
	H & H ELECTRIC CO Total		<u>4,761.42</u>			
4037	SUSAN SPRIET					
		105844	640.00	10/17/2019	235503	INVENTORY ITEMS
		105939	685.00	10/17/2019	235636	INVENTORY ITEMS
	SUSAN SPRIET Total		<u>1,325.00</u>			
4068	ARCADIAN INC					
		105948	93.65	10/10/2019	51683	ANTENNA/MOUNTS
		105948	49.49	10/17/2019	51764	MISC SUPPLIES - PW
	ARCADIAN INC Total		<u>143.14</u>			
4071	Mark Chmura					
			632.53	10/17/2019	082819	REIMB EIMA TRAINING SUMMIT
	Mark Chmura Total		<u>632.53</u>			
4074	AMAZON CAPITAL SERVICES INC					

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		104009	276.35	10/10/2019	11XN-DV7T-D76Y	POLICE DEPT SUPPLIES
		106069	174.84	10/10/2019	13Q4-PQDD-16VN	INVENTORY ITEMS
		104009	68.99	10/10/2019	13Q4-PQDD-YNX1	EOD POUCH
		106141	17.75	10/10/2019	13RW-NX1C-69LK	LIFTALL BUCKET SLING
		106096	39.95	10/10/2019	1419-X3GN-MHNC	COB WORK LIGHTS
		106020	395.82	10/10/2019	17PM-G447-9GFC	COFFEE & OFFICE SUPPLIES -
		104009	17.99	10/17/2019	1G7J-MNV7-JCW7	CABLE
		105985	62.92	10/17/2019	1NPW-HWWM-QMKY	CABLE MANAGEMENT
		106196	239.00	10/17/2019	1P7R-LPD6-141P	MINI LIGHTBAR
		106016	97.50	10/17/2019	1QNH-7WRY-N1P9	SUPPLIES FOR OFFICE - FD
		106156	37.63	10/17/2019	1T1M-YJ6N-YGMT	CABLE
		104203	33.66	10/17/2019	14PC-C64Q-WRTN	HR OFFICE SUPPLIES
		106182	5.94	10/17/2019	1DJ7-NKJH-6CCK	SOFT SOAP HAND SOAP
		104009	56.36	10/17/2019	1F1R-TF3H-6N3K	LAUNDRY DETERGENT
		106099	407.12	10/17/2019	1F1R-TF3H-9X33	MISC FLAG SUPPLIES
		106239	13.98	10/17/2019	1FDQ-KR91-CHQT	CABLES
		106183	108.75	10/17/2019	1FR7-FN1D-DQJ7	PUBLIC WORKS OFFICE SUPPL
		106164	8.18	10/17/2019	14PC-C64Q-147G	ROD CLIP
		104009	46.97	10/10/2019	17PM-G447-9LJV	KEY BOX STORAGE LOCK BOX
		104009	159.27	10/10/2019	1GQN-DITN-CPQ4	SLITTER SET/HANDCUFFS
		106025	244.95	10/10/2019	1W47-7RTD-RPVW	PHONE CASES = METER READ
		106159	123.70	10/10/2019	1YLH-GJ3T-3171	OFFICE CALENDARS
	AMAZON CAPITAL SERVICES INC Total		<u>2,637.62</u>			
4076	ACCESSDATA GROUP INC					
		105997	1,222.76	10/17/2019	88974	SMS FOR FTK SUITE
	ACCESSDATA GROUP INC Total		<u>1,222.76</u>			
4083	ESCH CONSTRUCTION SUPPLY INC					
		105937	600.00	10/10/2019	612536	INVENTORY ITEMS
		106111	450.00	10/17/2019	613393	DIAMOND RING SAW BLADES
		106111	225.00	10/17/2019	613601	SAW BLADE
	ESCH CONSTRUCTION SUPPLY INC Total		<u>1,275.00</u>			
4088	Sharon Bringelson					
			128.01	10/17/2019	101419	PETTY CASH
	Sharon Bringelson Total		<u>128.01</u>			
4097	DORNER PRODUCTS INC					
		105858	571.28	10/17/2019	149632-IN	MISC PARTS FOR WATER DEP

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		105858	615.27	10/17/2019	149633-IN	WATER DEPT PARTS
		105462	22,720.61	10/17/2019	149737-IN	6 PRV CLA MODEL 90-01 BCSYI
	DORNER PRODUCTS INC Total		23,907.16			
4100	APPLIED ECOLOGICAL SERVICES IN					
		104814	945.00	10/17/2019	54236	2019 MAINTENANCE TRIPS
	APPLIED ECOLOGICAL SERVICES IN Total		945.00			
4102	COSTCO ANYWHERE VISA					
			1,344.36	10/10/2019	100819	COSTCO PURCHASES CITY WII
	COSTCO ANYWHERE VISA Total		1,344.36			
4114	CHICAGO PARTS AND SOUND LLC					
		104074	44.91	10/17/2019	1-0102058	AIR FILTER
	CHICAGO PARTS AND SOUND LLC Total		44.91			
4116	B2B INDUSTRIAL PRODUCTS LLC					
		106000	108.10	10/17/2019	00374367	BIN BOXES
	B2B INDUSTRIAL PRODUCTS LLC Total		108.10			
4121	HSA BANK					
		104223	70.00	10/10/2019	W188818	HSA SVC FEES
	HSA BANK Total		70.00			
4137	GREG HAWKS					
			5,625.00	10/17/2019	91719AG	SPEAKING FEE FOR 10-17-19
	GREG HAWKS Total		5,625.00			
4174	UNIFIRST CORPORATION					
		103986	188.27	10/17/2019	1514480-0919	UNIFORMS SVCS
	UNIFIRST CORPORATION Total		188.27			
4179	Robert Sheehan					
			40.00	10/10/2019	100819	PARAMEDIC LICENSE
	Robert Sheehan Total		40.00			
4180	JENN SALES CORPORATION					
		104388	210.00	10/17/2019	67493011	ACADEMY UNIFORMS - PD
	JENN SALES CORPORATION Total		210.00			
4209	AC READY MIX LLC					


<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		86	597.31	10/17/2019	9942	CONCRETE
			-11.76	10/17/2019	CM9941	CREDITS INVOICE 9941
	AC READY MIX LLC Total		585.55			
4242	MID AMERICA ENERGY SERVICES					
		104852	11,201.96	10/17/2019	20204	SVC @ 17TH ST/MARGUERITE :
		104852	5,105.00	10/17/2019	20205	SVC @14TH/PRAIRIE
		104852	6,650.60	10/17/2019	20206	11TH AND OHIO AVE
		104852	5,263.50	10/17/2019	20207	11TH AVE & OHIO AVE
		104833	14,678.40	10/17/2019	20211	SVC @ 1727 RIVERSIDE AVE
		104833	25,750.35	10/17/2019	20212	REPAIRS @ 1003 CHARLESTON
		104852	2,931.80	10/17/2019	20240	VALVE REPLACEMENT PROGR
		104833	3,255.50	10/17/2019	20213	SS REPAIR @ 7TH ST/WALNUT
		104852	13,099.15	10/17/2019	20214	SVC @ 875 COUNTRY CLUB RE
		104833	4,042.80	10/17/2019	20216	SVC @ 1450 PERSIMMON DR
		104852	13,084.95	10/17/2019	20234	VALVE REPLACEMENT PROGR
		104852	3,657.68	10/17/2019	20235	VALVE REPLACEMENT PROGR
		104852	3,586.80	10/17/2019	20236	VALVE REPLACEMENT PROGR
	MID AMERICA ENERGY SERVICES Total		112,308.49			
4259	STERLING LUMBER HOLDINGS LLC					
		105088	3,456.00	10/10/2019	SPI1-200815	TUFFTRAK XL MAT
	STERLING LUMBER HOLDINGS LLC Total		3,456.00			
4269	DE JAMES BUILDERS INC					
		105251	2,925.00	10/17/2019	19-037-1	PW GARAGE DOOR REPAIR
	DE JAMES BUILDERS INC Total		2,925.00			
4282	ST CHARLES BUSINESS ALLIANCE					
			21,667.00	10/17/2019	FY 2020	AGREEMENT FY 2020 SSA TAX
			36,633.00	10/17/2019	FY 2020 HTL TAX	AGREEMENT FY 2020 HOTEL T.
	ST CHARLES BUSINESS ALLIANCE Total		58,300.00			
4288	GLEN ELLYN STORAGE CORPORATION					
		105544	10,800.00	10/10/2019	1045625	PD RELOCATION COSTS
	GLEN ELLYN STORAGE CORPORATION Total		10,800.00			
4292	GARDA CL GREAT LAKES INC					
		105616	317.36	10/17/2019	10515369	MONTHLY SVC - DEPOSITS
	GARDA CL GREAT LAKES INC Total		317.36			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
4294	AMERICAN SECURITY	105618	550.00	10/10/2019	0001026420	ANNUAL MAINT - UB SAFE
	AMERICAN SECURITY Total		550.00			
4304	Anthony Marcuccelli		28.00	10/17/2019	110719	PER DIEM 11-7 & 11-8-19
	Anthony Marcuccelli Total		28.00			
4310	MAUREEN SALESKY	105897	4,952.50	10/17/2019	101519	FACADE IMPROVEMENT AGRE
	MAUREEN SALESKY Total		4,952.50			
4314	DIGITAL COMBUSTION INC	105982	425.00	10/10/2019	40728009	FIRE STUDIO UPGRADE
	DIGITAL COMBUSTION INC Total		425.00			
4316	INFRARED ROOFING TECHNOLOGIES	106004	1,000.00	10/17/2019	1845	THERMAL SCAN ROOF IN FLEE
	INFRARED ROOFING TECHNOLOGIES Total		1,000.00			
4319	LH BLOCK ELECTRIC CO INC	106110	2,300.00	10/10/2019	10584	POLE LIGHT REPLACEMENT
	LH BLOCK ELECTRIC CO INC Total		2,300.00			
4322	NEWMARK KNIGHT FRANK VALUATION	105768	5,000.00	10/17/2019	224148-001	APPRAISAL REPORT ILLINOIS/1
	NEWMARK KNIGHT FRANK VALUATION Total		5,000.00			
9990009	HARUHISA OSADA		10.00	10/10/2019	P135312	OVERPAID TCKT#P135312
	HARUHISA OSADA Total		10.00			
9990009	MICHAEL J LEBREUX		25.00	10/10/2019	P135908	OVERPAID PRK TCKT #P135908
	MICHAEL J LEBREUX Total		25.00			
9990009	MIRON CONSTRUCTION		50.00	10/10/2019	100819	OVERPAYMENT PERMIT #20190
	MIRON CONSTRUCTION Total		50.00			
9990009	CORA A LUDVIGSEN					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			10.00	10/17/2019	P136717	OVERPAID PARK TICKET #P136
	CORA A LUDVIGSEN Total		10.00			
		Grand Total:	6,093,060.92			

The above expenditures have been approved for payment:

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

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: IA
	Title:	Recommendation to Approve the Preliminary Estimate of 2019 Property Tax Levy in the amount of \$22,856,667	
	Presenter:	Chris Minick, Finance Director	
Meeting: City Council		Date: November 4, 2019	
Proposed Cost: \$-0-		Budgeted Amount: \$ N/A	Not Budgeted: <input type="checkbox"/>
<p>Executive Summary <i>(if not budgeted please explain):</i></p> <p>The City needs to prepare a preliminary estimate of property tax revenue each year. The estimate should be announced at a public meeting and passed by the Corporate Authorities. State statutes further require a public hearing regarding the property tax levy. Staff will make a complete presentation of the proposed property tax levy at the public hearing in December. After the required public hearing a formal Tax Levy Ordinance will be presented for City Council approval.</p> <p>Tonight's requested action merely sets the amounts to be used in the notice of publication (the week of November 18, 2019) of the public hearing and does not obligate the City to a specific tax levy amount. The amount of the levy can be changed until finalized in the spring of 2020. The value on which the tax rate is figured (EAV) of the City is estimated to increase by approximately 5% for the 2019 tax levy. We will not know the actual EAV of the City for the 2019 levy until the spring 2020 time frame.</p> <p>The levy amount presented represents an approximate 9.5% increase from the prior year, due to a proposed increase in the operating as well as the debt service portion of the levy. Although the debt service levy must be included in this estimate, the City has traditionally abated this amount and paid for bond debt service from non-property tax revenue streams. Staff anticipates a similar process for the 2019 levy. If this occurs, the \$10.081 million amount reflected as debt service will be removed from the final 2019 levy to be collected in calendar year 2019. This would result in a proposed 1.9% actual increase to the City's tax levy as detailed in the "After Debt Abatement" section of the attached levy summary.</p> <p>The dollar amount of the estimated 2019 operations levy (\$12,775,382) has been increased by \$238,206 (1.9%) which is equivalent to the increase in CPI for the 2019 levy. Although the City as a home rule community is not subject to the tax cap limitation in its levy, the 2019 operating levy has been prepared in compliance with tax cap legislation. The tax cap limits the increase in the levy to an increase in the amount of CPI or 5%, whichever is lower.</p> <p>The 2019 levy estimate as presented (after debt abatement) would result in a 1.9% increase to the City portion of the tax bill for the average resident assuming a corresponding 5% increase to EAV. This would equate to an increase of approximately \$15 annually for the owner of a property with a market value of \$300,000 or \$1.25 per month. The owner of a \$400,000 property would experience an increase of approximately \$20.45 for the year or approximately \$1.70 per month</p>			
<p>Attachments <i>(please list):</i></p> <p>Summary Comparison of 2018 and Estimated 2019 Levies</p>			
<p>Recommendation/Suggested Action <i>(briefly explain):</i></p> <p>Seeking a Motion to Approve the Preliminary Estimate of 2019 Property Tax Levy in the amount of \$22,856,667</p>			

City of St Charles
2019 Property Tax Levy
Comparison of Estimated 2019 and 2018 Tax Levies
October, 2019


	<u>As Proposed 2019</u>	<u>Actual 2018</u>	
Equalized Assessed Valuation	<u>\$ 1,557,499,318</u>	<u>\$ 1,483,332,684</u>	(1)
Change in EAV	<u>5.00%</u>		
Proposed property tax levy consists of:			
Operations:	\$ 12,775,382	\$ 12,537,176	
Debt Service:	<u>\$ 10,081,285</u>	<u>\$ 8,322,432</u>	(2)
 Total Proposed Tax Levy	 <u>\$ 22,856,667</u>	 <u>\$ 20,859,608</u>	
Change In Levy Amounts	<u>9.57%</u>		
Operations Rate based on EAV	<u>\$ 0.82025</u>	<u>\$ 0.84520</u>	

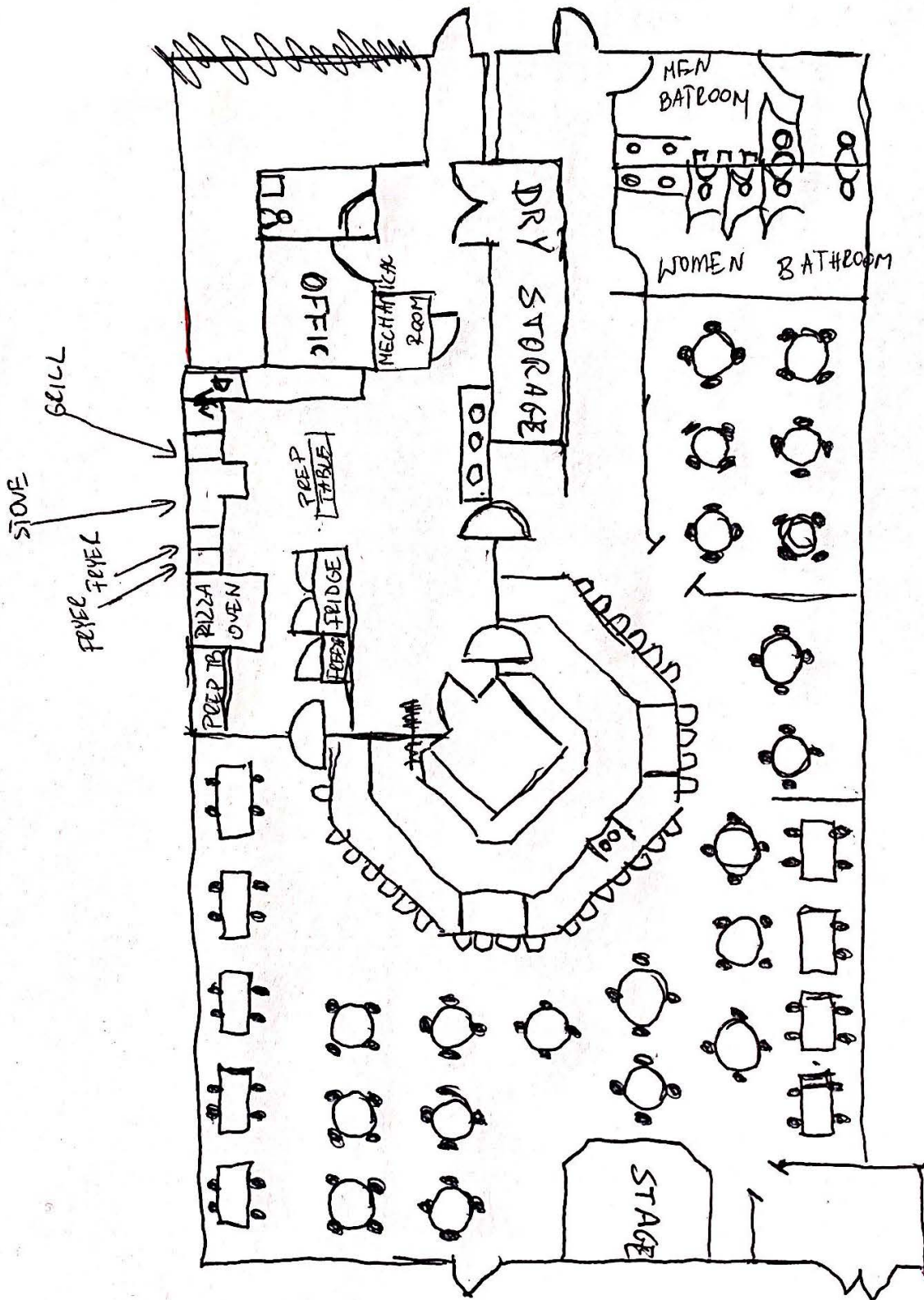
(1) 2019 Amounts are estimated. Does not Include TIF Increment Values

(2) - Note that the City traditionally abates all debt service levies for General Obligation Bonds outstanding. These amounts are paid from general City revenue streams. These amounts were abated for the 2018 tax levy but are included for comparison purposes. It is anticipated that these amounts will be abated as part of the 2019 levy process.

After Debt Abatement:

	<u>As Proposed 2019</u>	<u>Actual 2018</u>
Equalized Assessed Valuation	<u>\$ 1,557,499,318</u>	<u>\$ 1,483,332,684</u>
Change in EAV	<u>5.00%</u>	
Proposed Operating Levy	<u>\$ 12,775,382</u>	<u>\$ 12,537,176</u>
Change In Levy Amounts	<u>1.90%</u>	
City Property Tax Rate	<u>\$ 0.82025</u>	<u>\$ 0.84520</u>
Change in Operating Levy	<u>\$ 238,206</u>	

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: *IIA2
	Title:	Motion to approve a Proposal for a B1 Liquor License Application, as well as a 2 a.m. Late Night Permit for Paradisio Restaurant & Bar, Located at 2049-51 Lincoln Highway, St. Charles.	
	Presenter:	Police Chief James Keegan	
Meeting: City Council		Date: November 4, 2019	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
Executive Summary <i>(if not budgeted please explain):</i> <p>Paradisio will provide Italian cuisine and plans to have live music and a DJ on weekends and at events. The owners are planning to provide outdoor seating in 2020. The applicants have 11 years of similar business experience with the establishments they owned and operated in Italy.</p> <p>Paradisio Restaurant & Bar will be located at 2049-51 Lincoln Highway in the strip mall anchored by Planet Fitness and The Salvation Army Thrift Store. A revised business plan and floorplan have been provided in response to the request made at the October 21, 2019 Government Services Committee meeting.</p>			
Attachments <i>(please list):</i> Revised Business Plan, Floor Plan			
Recommendation/Suggested Action <i>(briefly explain):</i> Motion to approve a proposal for a B1 Liquor License application and 2 a.m. Late Night permit for Paradisio Restaurant, located at 2049-51 Lincoln Highway, St. Charles.			



Paradiso Restaurant & Bar

Business Plan

Concept of our restaurant is to serve authentic Italian food , pizza , appetizers, salads etc.

Restaurant will be open Tuesday-Sunday from 11am-10pm for dinner (food)

And the bar will be open until 2am with finger foods only

On busy season like holidays we may be open 7 days a week.

Restaurant has a private room for any occasions like (birthday party, baby shower, bridal shower or events)

For holidays we will offer special food menu

On the weekends we will have some band or DJ playing music



Antipasti and more

Mussels and clams - roasted garlic, aromatic herbs, zucchini, crostini, white wine sauce

Pan seared crab - spinach, diced potatoes, parsnip crisp, lemoncello sauce

Calamari - pan fried, sweet pepper, sundried tomato, white wine balsamic, house made tartare dressing

Charcuterie - prosciutto, salami, mortadella, artichoke, olives and aged cheeses

Meatballs - taleggio polenta, marinara and whipped ricotta

Cannellini soup - pancetta, diced vegetables, tubetti pasta, pecorino sardo

Soup of the day - daily chef choice

SALADS

Herbs and green - basil, mint, parsley, mix green, carrots, cannellini beans, cucumbers, grape tomato, shaved grana, lemon vinaigrette

Grilled Caesar - grilled romaine heart, garlic croutons, grana, house made caesar dressing

Quinoa and apple - cucumber, baby kale, chives, mango, balsamic vinegar

Baby beets - goat cheese cream, pistacchio, watermelon radish, avocado, rosemary red wine honey

Spinach - roasted pear, caramelized walnuts, gorgonzola, sunflower seeds, strawberries dressing

PASTA and RISOTTI

Spaghetti - tomato basil sauce and EVOO

Rigatoni ragù - meat sauce, shaved ricotta salata, marinara

Squid ink fettuccine - urchin, jumbo shrimp, fennel pollen, brown butter lemon sauce

Short ribs ravioli - mascarpone, fresh herbs, pine nuts, ricotta, porcini truffle sauce

Red wine risotto - crème fresh, toasted walnut, blueberries, goat cheese

Seafood risotto - shrimp, clams, mussels, lobster bisque

Gnocchi fondue - grapes, fried sage, sunflower seed, aged cheese fondue

ENTREES

Grilled chicken - mix green, grape tomato, cucumber, cannellini beans, lemon vinaigrette

Pan seared Trout - polenta crusted, asparagus, crushed potatoes, spinach, lemoncello sauce

Salmon - pan seared, crispy leeks, fregula sarda, pickled cipollotti, oyster mushroom, apple cider reduction

Fresh catch of the day - chef choice

Berkshire pork chop - grilled, mascarpone polenta, melted taleggio, asparagus, crushed potatoes, red wine grape sauce

Lamb chop - potato cake, crispy pancetta, whipped goat cheese, lemon roasted watermelon radish

SALAD, SOUP AND MORE.....

Pasta e fagioli -cannellini beans, ditalini pasta, smoked pancetta

La zuppa del giorno -everyday... something special *

Meat balls -over soft polenta and whipped ricotta

Pear salad -red wine poached pear, caramelized walnuts, gorgonzola dolce, butter lettuce, crispy bacon, honey balsamic dressing *

The coop -arugula, confit grape tomatoes, grilled artichokes, shaved pecorino, golden pepper, lemon vinaigrette *

Our Caesar -grilled romaine wedge, shaved parmesan, garlic crostini, Caesar dressing *

Cheeses, meats and... -prosciutto, salami, olives, peppers, mushrooms, pecorino, Parmigiano

Burrata -roasted butternut squash, heirloom tomatoes, pine nuts, smoked salt, basil oil *

Crab cake -jumbo lump, lemon bread crumbs, diced potatoes, fry leeks, lemoncello cream

Calamari -fry calamari, roasted lemon, zucchini, marinara

Baby beets -roasted radish, pistachio, avocado, goat cheese cream, sweet balsamic glaze*

I PRIMI PIATTI TRADIZIONALI

Al Pomodoro -spaghetti, basil, marinara, olive oil *

Alla Bolognese -fettuccine, braised meat, ricotta salata

Mare Mare -linguine, clams, shrimp, mussels, roasted garlic, light tomato broth

Ai Porcini tartufati -arborio risotto, porcini mushrooms, truffle oil, shaved parmigiano *

Cime di rapa -orecchiette, broccoli rabe, sausage, roasted garlic, pecorino romano, olive oil

Al forno -baked rigatoni, smoked mozzarella, peas, pancetta, mascarpone

I NOSTRI SECONDI

Pollo e Capperoni -chicken breast, caper berries, seasonal vegetables, roasted potatoes, lemon sauce

Alla parmigiana -breaded chicken, marinara, smoked mozzarella, spaghetti

Pork chop -asparagus, soft polenta, rosemary demi-glaze

New York steak -arugula, gorgonzola, mushrooms, roasted potatoes, balsamic glaze

Tuna -sesame crusted, asparagus, roasted potatoes, parsnip puree, basil pesto

Trout -polenta crusted, confit grape tomatoes, artichokes, oyster mushrooms, garlic lemon cream

Zuppetta -clams, mussels, shrimp, no carb spaghetti, spicy tomato broth

GLUTTEN FREE BREAD AVIABLE

*VEGETARIAN OPTION

OUR SWEET SIDE

Tiramisu -traditional pick me up

Marsala curd -wild berries, chocolate chips, mascarpone whip

Nutella flat -caramelized walnut, whipped cream, banana, over flat bread

Flourless chocolate cake -warm cake, caramel, almonds, vanilla gelato

Goat cheese cheesecake -just try it!!

LA PIZZERIA

Margherita -tomato, mozzarella, basil

Pepperoni -tomato, mozzarella, pepperoni

Salsiccia -crumble sausage, tomato, gorgonzola, mozzarella

Capricciosa -ham, mushrooms, artichokes, kalamata olives, mozzarella, tomato

Bianca -ricotta, arugula, prosciutto, balsamic glaze

Funghi -wild mushrooms, goat cheese, pancetta, roasted pepper, mozzarella

Estiva -arugula, diced tomato "bruschetta", shaved pecorino, pine nuts, fresh mozzarella, balsamic glaze

Vegetariana -artichokes, wild mushrooms, zucchini, roasted peppers, mozzarella, tomato

Formaggi -mozzarella, ricotta, gorgonzola, goat cheese, arugula, walnuts

**MINUTES
CITY OF ST. CHARLES
GOVERNMENT OPERATIONS COMMITTEE
MONDAY, OCTOBER 21, 2019**

1. Call to Order

The meeting was called to order by Chairman Lewis at 8:21 pm.

2. Roll Call

Present: Payleitner, Turner, Bancroft, Vitek, Pietryla, Bessner, Stellato, Silkaitis

Absent: Lemke

3. Administrative

a. Fuel Tax Receipts August, 2019 – Information Only

Chair Lewis asked if things are on track with the fuel tax. Finance Director, Chris Minick answered that we are exceeding the budget and if the trends continue we will be fine in comparison to budget.

b. Video Gaming Statistics September, 2019– Information Only

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.

5. Police Department

a. Recommendation to approve a new class B1 liquor license for Sushi Diva Japanese Restaurant located at 2400 E Main Street, St. Charles IL 60174.

Chief Keegan explained that the establishment is in Foxboro Plaza and was an asset sale. Currently they do not have a liquor license but believe that a full service liquor license would complement sales. All the paper work is in order.

Chair Lewis asked if this includes a late night permit. Chief Keegan answered that it is a standard class B license, no late night permit.

Motion by Ald. Stellato, second by Ald. Payleitner to approve a new class B1 liquor license for Sushi Diva Japanese Restaurant located at 2400 E Main Street, St. Charles, IL 60174.

Voice Vote: Ayes: Unanimous; Nays: None; Chairman Lewis did not vote as chair.
Motion Carried

b. Recommendation to approve a Proposal for a B1 Liquor License Application, as well as a 2 a.m. Late Night Permit for Paradisio Restaurant & Bar, Located at 2049-51 Lincoln Highway, St. Charles.

Chief Keegan noted that the petitioners have owned and operated several restaurants over the last 11 years. The petitioners spoke at the Liquor Commission meeting and their proposal advanced with a 4 – 0 recommendation. They are asking for a late night permit and would like to have a DJ. In 2020 they will add outdoor seating. A limited menu and business plan was submitted, dram shop and Basset is in place.

Ald. Payleitner asked why the applicant is this far along, doing a buildout, and don't have a floorplan? The petitioner indicated that they are not changing the floorplan, only painting, and that there is a stage in the restaurant.

Voice Vote: Ayes: Unanimous; Nays: None; Chairman Lewis did not vote as chair.
Motion Carried

Ald. Payleitner asked that a more thorough business plan be submitted before the City Council meeting on November 4.

c. Recommendation to Approve a Proposal for a New Class E-1 Temporary Liquor License for the “Hops for Hope 5K” to be held at Mount Saint Mary Park on May 16, 2020.

Chief Keegan said that this is the 4th annual event. It takes place at Mount Saint Mary Park and transitions to Wheeler Park in Geneva. The event is very organized and is run by Project Mobility a non-for-profit that works in partnership with the Bike Rack in St. Charles. A considerable amount of time goes into the site plan, the security of the beverages tendered to the runners along the route and the after party. They are expecting 1000 participants.

Motion by Ald. Bessner, second by Ald. Turner to recommend the approval of a proposal for a new class E-1 temporary liquor license for the “Hops for Hope 5K” to be held at Mount Saint Mary Park on May 15, 2020.

Voice Vote: Ayes: Unanimous; Nays: None; Chairman Lewis did not vote as chair.
Motion Carried

6. Finance Department

a. Recommendation to authorize the Finance Director to Execute the Risk Insurance Program Renewal for the Year Beginning December 1, 2019 in the Amount of \$671,029.

Chris Minick noted that the City contracts with Assurance Agencies out of Schaumburg, IL to provide brokerage and consulting services for the City's risk insurance package. There is about a 6% increase over the premiums of the expiring package. Looking at the summaries and insurance policies Assurance had negotiated a 3% increase to the rates of the policies. The remainder of the increase is due to the additional building, the additional activities as reflected in our budget, and the enhancements to the City's cyber

liability insurance policy.

Motion by Ald. Stellato, second by Ald. Turner to recommend the approval to authorize the Finance Director to execute the risk insurance program renewal for the year beginning December 1, 2019 in the amount of \$671,029.

Roll Call: Ayes: Payleitner, Turner, Bancroft, Vitek, Pietryla, Bessner, Stellato, and Silkaitis; Nays: None; Absent: Lemke. **Motion Carried**

***b. Budget Revisions, September, 2019**

Motion by Ald. Bancroft, second by Ald. Turner to approve the omnibus vote as drafted.

Voice Vote: Ayes: Unanimous; Nays: None; Chairman Lewis did not vote as chair.
Motion Carried

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

8. Executive Session

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

9. Adjournment

Motion by Ald. Turner, second by Ald. Vitek to adjourn the meeting at 8:35 pm.

Voice Vote: Ayes: Unanimous; Nays: None; Chairman Lewis did not vote as chair.
Motion Carried

:tc

**MINUTES
CITY OF ST. CHARLES, IL
GOVERNMENT SERVICES COMMITTEE MEETING
MONDAY, SEPTEMBER 23, 2019, 7:00 P.M.**

Members Present: Chairman Silkaitis, Aldr. Payleitner, Aldr. Lemke, Aldr. Vitek, Aldr. Pietryla, Aldr. Bessner, Aldr. Lewis

Members Absent: Aldr. Stellato, Aldr. Turner, Aldr. Bancroft

Others Present: Mayor Raymond Rogina, Peter Suhr, Director of Public Works; Tom Bruhl, Electric Services Manager; AJ Reineking, Public Services Manager; Tim Wilson, Environmental Services Manager; Ken Jay, Public Works Manager - Engineering; Joe Schelstreet, Fire Chief; Tim Ocasek, Police Detective

1. Meeting called to order at 7:00 p.m.

2. Roll Call

K. Dobbs:

Stellato: Absent

Silkaitis: Present

Payleitner: Present

Lemke: Present

Turner: Absent

Bancroft: Absent

Vitek: Present

Pietryla: Present

Bessner: Present

Lewis: Present

3.a. Electric Reliability Report – Information only.

3.b. Natural Resources Commission Minutes – Information only.

Aldr. Lewis: Please pass along that I appreciate the great job that the NRC is doing and I always read their minutes.

4. **OMNIBUS VOTE** – Items with an asterisk (*) are considered to be routine matters and will be enacted by one motion.

Items *5.a, *5.d, *5.h, *5.i.

Items *5.f and *5.g removed from Omnibus vote.

No further discussion.

Chairman Silkaitis: Kristi, please call a roll.

K. Dobbs:

Bessner: Yes

Lewis: Yes

Stellato: Absent

Payleitner: Yes

Lemke: Yes

Turner: Absent

Bancroft: Absent

Vitek: Yes

Pietryla: Yes

No further discussion.

Motion by Aldr. Lemke, seconded by Aldr. Payleitner. No additional discussion.
Approved unanimously by roll call vote. **Motion carried.**

- *5.a. Recommendation to approve a Resolution Endorsing the Metropolitan Mayors Caucus' Greenest Region Compact II.**

Approved by Omnibus vote.

- 5.b. Recommendation to award the Bid for Snow and Ice Removal Services for the 2019/2020 Winter Season.**

AJ Reineking presented. The Public Works Department utilizes contractual assistance for snow plowing operations in City owned parking lots and sidewalks adjacent to City owned properties on the 180 cul-de-sacs and alleys throughout the community. In total, these areas are divided into 11 individual routes. Generally, contractors are utilized when the City experiences snowfall in excess of 2".

On September 5th the City opened bids for snow removal services. Bidders were asked to provide hourly rates for equipment, and to indicate their availability to cover each route type that we're seeking to fill.

We received 4 qualified bids for the cul-de-sac, alley, and parking lot routes.

Bids were fairly consistent across the board, particularly in the 4 wheel drive pickup category which ranged from \$95 - \$125 per hour, as was expected and is consistent with previous bids. No one bid the sidewalk portion of the bid. Staff is currently preparing a new bid and reaching out to area contractors to generate interest in the work and we will be rebidding the sidewalk portion of this bid.

I recognize that at the end of last winter season, there was some dialogue about students being able to walk to school, particularly on Dunham Rd. The Police Department has been working with the School District to hire an additional crossing guard at this location to help mitigate the issue.

At this time we are soliciting quotes to maintain the sidewalk program adjacent to City properties only. This does not include the subject sidewalks around school zones. I hope to have more information on that at the October meeting.

Based on their listed available equipment and staff resources, it is my recommendation to award the bid, in part, to all four bidders; Clean Sweep Environmental, Skyline Tree Service, Cornerstone Partners and Countywide Landscaping in their committed bid rates in the not to exceed budgeted amount of \$157,000.

Aldr. Payleitner: So we will know well before snow season where we stand on the sidewalk situation?

Mr. Reineking: If that is something we want to pursue in advance of snow season, that is the feedback I need. Right now we are waiting to see how the crossing guard works out and if it mitigates the issues that residents are raising. Hopefully by crossing the kids sooner to the School District maintained sidewalks, we might not have to do anything else.

Aldr. Payleitner: That conversation is going on now with the Police Department and District 303?

Mr. Reineking: Correct.

Chairman Silkaitis: The budgeted amount and proposed cost are the same; does that include the sidewalks?

Mr. Reineking: That does not include the sidewalks. Next month when I have a sidewalk vendor, it will roll into that.

Chairman Silkaitis: So there won't be a budget addition, correct?

Mr. Reineking: Correct.

Aldr. Lemke: Can we continue this next month, or do you need a recommendation tonight?

Mr. Reineking: I would like to lock down the cul-de-sac contractors now. We are a month earlier than we have been, but based on how hard it has been to get interest and the fact that we only had four bidders, I would like to get these contractors on the hook.

Aldr. Lemke: I move that we accept your recommendation of the four bidders for cul-de-sacs at their submitted bid rates, cumulatively not to exceed \$157,000.

Aldr. Vitek: Second.

Aldr. Lewis: This is pay as you go, right? If it over-snows, we have to revisit this?

Mr. Reineking: If it over-snows, yes, I will be back in front of you.

Chairman Silkaitis: Kristi, please call a roll.

K. Dobbs:

Bessner: Yes

Lewis: Yes

Stellato: Absent

Payleitner: Yes

Lemke: Yes

Turner: Absent

Bancroft: Absent

Vitek: Yes

Pietryla: Yes

No further discussion.

Motion by Aldr. Lemke, seconded by Aldr. Vitek. No additional discussion. Approved unanimously by roll call vote. **Motion carried.**

5.c. Presentation of 2019/2020 Snow and Ice Control Program.

AJ Reineking presented.

Presentation by AJ Reineking.

Aldr. Bessner: So the contractors go out to do the cul-de-sacs when you tell them to?

Mr. Reineking: Yes. The contractors' downtown may work continuously through the night, but with the cul-de-sacs, we try to keep them open with the big trucks and then we'll pull the trigger on the contractors early in the morning.

Aldr. Bessner: And that call usually comes when you are done plowing the streets in that area?

Mr. Reineking: We'll make the call when we're plowing. The Division Manager who is running the operation will be paying attention to the forecast; if it's supposed to stop snowing at 3:00 a.m., he might have them come in at 2:00 a.m. to make sure it's all cleaned up so everyone can get out of the driveways in the morning.

Aldr. Bessner: That's good to know; in the past I've had a couple complaints and I didn't realize that there was a good open line of communication.

Aldr. Lemke: AM/PM makes it sound like 12 hour shifts. If you are short on staff, is there a maximum number of hours you need to concern yourself with?

Mr. Reineking: Each shift has a number of alternates. We try not to plug the water/wastewater operators into a main route so they can do their plant checks and make sure their facilities are functioning, but they are willing and capable to give us a hand.

Aldr. Lemke: The square footage in the City is different with the new Police Station. Did you map that out?

Mr. Reineking: Yes, in the bid you just awarded, we have the new Police Station mapped out.

Aldr. Pietryla: My compliments to your operation.

Aldr. Lewis: There are no curbs in the area where I live and it seems the grass gets torn up and then you have to repair it; mostly on the corners. Is there anything we can do as homeowners or that they can do as drivers?

Mr. Reineking: When the road curves, they are kind of guessing where the curve is. We have been putting a lot of plow markers out, so I'll be sure to touch base and have them go out to the key spots in your neighborhood.

No further discussion.

***5.d Recommendation to approve the Sale of Items of Personal Property Owned by the City of St. Charles via an Online Auction to the Highest Bidder.**

Approved by Omnibus vote.

5.e. Recommendation to approve Consultant Contract for Phase I Design of the Widening and Reconstruction of Kautz Road.

Ken Jay presented. In 2014 as part of the Jurisdictional Agreement between West Chicago and St. Charles, the City jurisdictionally accepted approximately 2,200 feet of Kautz Road from Commerce Drive to the new south City limit which is Division Street extended east. This section of Kautz Road, which runs from Commerce Drive in St. Charles to Geneva Drive in the City of Geneva, is in very poor shape and in need of reconstruction. City Staff has teamed up with the City of Geneva and the DuPage Airport in an effort to apply for federal grant funding to reconstruct Kautz Road and widen it to a three lane pavement section which will allow for a future left turn lane as this area is redeveloped.

This project will allow Kautz to be listed as a truck route from IL Rt. 64 to IL Rt. 38 which it is currently not, and southbound trucks have to turn on to Swanson Avenue.

If approved, federal funds would cover 75% of construction and construction engineering fees. Additional grant funding for the creation of the truck access route and the regional bike trail may further reduce the City's cost sharing amount. In order to be eligible for grant funding, a Phase 1 design is required. We are recommending approval of a design engineering services contract for Phase 1 design of the widening and reconstruction of Kautz Road in an amount not to exceed \$94,600 to TransSystems of Schaumburg, IL.

Please note this is an independent contract with TransSystems and the City of Geneva will be approving a separate contract. TransSystems will be invoicing each municipality separately, so this is just for the St. Charles share.

Aldr. Payleitner: Is Geneva paying the same as St. Charles?

Mr. Jay: Geneva's is more because it's longer and they have a railroad crossing.

Aldr. Payleitner: So the federal grant you are applying for is because of the three cities involved in the airport?

Mr. Jay: You can apply for the grant as one municipality, but it helps to have multi-jurisdictional. The airport has already granted us an easement for widening.

Aldr. Payleitner: They granted us an easement to drive into their property.

Mr. Jay: We have an easement to widen the road already; Phase 1 will determine if we need an additional easement.

Aldr. Payleitner: What other driveway is there to the airport, or are you talking about the previous one?

Mr. Jay: It's the only one. Their easement commitment is their contribution. This is important to them as well. This will help their access and saves us from land acquisition costs.

Aldr. Payleitner: Do we have another purpose besides getting into the airport for that?

Mr. Jay: It's an interconnector for us.

Aldr. Payleitner: Perhaps I'm misunderstanding?

Mr. Jay: The easement is all along the corridor on the east side so we can take the two lane road and go to three lanes. Then we don't have to buy property from each residential homeowner.

Aldr. Payleitner: You said there was a path to go to the East Side Sports Complex?

Mr. Jay: Potentially in the future, yes. Geneva will have it connect to the Prairie Path.

Aldr. Lemke: So we move the center line farther east by picking up land from the airport instead of from individual property owners on the west side of the street?

Mr. Jay: Yes, that's what they will determine in Phase 1.

Aldr. Lemke: It looks like since Geneva has truck access to Geneva Drive, it seems like the only part of the roadway expansion is from Geneva Road up to Division, or is there more mileage in Geneva.

Mr. Jay: As far as the reconstruction and widening is concerned, yes, it's just north of Geneva Drive, but they'll be evaluating their pavement section from there down and they will either resurface or reconstruct the remainder, but they won't widen there.

Chairman Silkaitis: The proposed cost is \$94,600, but the budgeted amount is \$192,000.

Mr. Jay: This is challenging to budget; I used budget numbers from 2015 but the estimated engineering costs included reconstruction of Kautz Road all the way to IL Rt. 64 at the Target entrance, so we extrapolated numbers from there. Since we recently resurfaced a majority of Kautz, we are not going to reconstruct what we just resurfaced.

Chairman Silkaitis: When do you anticipate construction to begin?

Mr. Jay: The first goal is to get the grant and that would be awarded next year some time and then we would have to go through Phase 2 engineering. When you get the grant, they set you into a fiscal year, so it would be 2-4 years out.

Chairman Silkaitis: Kristi, please call a roll.

K. Dobbs:

Bessner: Yes

Lewis: Yes

Stellato: Absent

Payleitner: Yes

Lemke: Yes

Turner: Absent

Bancroft: Absent

Vitek: Yes

Pietryla: Yes

No further discussion.

Motion by Aldr. Payleitner, seconded by Aldr. Vitek. No additional discussion. Approved unanimously by roll call vote. **Motion carried.**

5.f. Recommendation to approve Limited License Agreement with Everstream GLC Holding Company, LLC for Fiber Installation within St. Charles Rights-of-Way.

Tom Bruhl presented. Similar to our agreement with Syndeo, Everstream is a registered telecommunications company with the IL Commerce Commission. As such, they have the right to put facilities within our right-of-way. The statute also allows the municipality to establish reasonable rules and regulations that states they have to get a permit, etc.

Everstream approached us earlier this year; they want to install a fiber communication line through the City. They are not providing any services here, it's literally a pipeline from one end of the City to the other.

This License Agreement ensures they are responsible for locating the fiber if they end up underground. This is almost exactly the same as the agreement we did with Syndeo so it was a quick review for our City Attorney and they have accepted all the terms.

Aldr. Payleitner: Where do they want to go with the line?

Mr. Bruhl: From Randall Road to Kautz Road.

Aldr. Payleitner: You said the agreement is slightly modified from the previous agreement; how so?

Mr. Bruhl: Syndeo was underground only. Syndeo had no interest in going on poles. When we looked at Everstream's route, there is not a reasonable underground path from west to east so they wanted to come down Main Street, which is not the best option. At

that point, we offered for them to do it overhead and use the poles by the tracks to get across the river. Adding the overhead element is the only difference.

Aldr. Lemke: Is there a requirement for them to respond promptly if there is a need to relocate?

Mr. Bruhl: For aerial they have 60 days or else they start getting charged \$50 per day, per pole.

Aldr. Pietryla: Are we being compensated in terms of free data or anything like that?

Mr. Bruhl: No. Public utilities are granted the right to use public right-of-ways or the transmission of services.

No further discussion.

Motion by Aldr. Payleitner, seconded by Aldr. Lemke. No additional discussion.
Approved unanimously by voice vote. **Motion carried.**

5.g. Recommendation to approve Pole Attachment Agreement with Everstream GLC Holding, LLC.

No further discussion.

Motion by Aldr. Payleitner, seconded by Aldr. Vitek. No additional discussion. Approved unanimously by voice vote. **Motion carried.**

***5.h. Recommendation to approve Purchase Order with UtiliWorks Consulting LLC for Advanced Metering Infrastructure Project.**

Approved by Omnibus vote.

***5.i. Recommendation to approve Professional Service Agreement for the Tyler Road and Production Drive Water Main Improvement Project.**

Approved by Omnibus vote.

5.j. Recommendation to approve an Ordinance Authorizing the City of St. Charles to borrow funds from the IEPA Water Pollution Control Loan Program.

Tim Wilson presented. This is a housekeeping item for the Mayor to sign loan documents for the IEPA.

Aldr. Pietryla: I imagine we are going through the IPEA because it's low interest? Is that the only reason we aren't going through a financial institution?

Mr. Wilson: Chris Minick does the financial analysis and gives us his recommendation. At this time we are moving forward with the low interest loan with the IEPA. Once we get into the budget process, if Chris Minick decides to fund it a different way, he'll make that recommendation.

No further discussion.

Motion by Aldr. Bessner, seconded by Aldr. Pietryla. No additional discussion. Approved unanimously by voice vote. **Motion carried.**

6. Executive Session

None.

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

None.

8. Move to Adjourn Government Services Committee Meeting at 7:37 p.m.

Motion by Aldr. Lemke, seconded by Aldr. Bessner. No additional discussion. Approved unanimously by voice vote. **Motion carried.**

**MINUTES
CITY OF ST. CHARLES, IL
GOVERNMENT SERVICES COMMITTEE MEETING
MONDAY, OCTOBER 28, 2019, 7:00 P.M.**

Members Present: Chairman Silkaitis, Aldr. Payleitner, Aldr. Lemke, Aldr. Bancroft, Aldr. Vitek, Aldr. Pietryla, Aldr. Bessner, Aldr. Lewis

Members Absent: Aldr. Stellato, Aldr. Turner

Others Present: City Administrator Mark Koenen; Peter Suhr, Director of Public Works; Chris Adesso, Assistant Director of Public Works; Tom Bruhl, Electric Services Manager; AJ Reineking, Public Works Manager – Public Services; Tim Wilson, Public Works Manager - Environmental Services; Ken Jay, Public Works Manager - Engineering; Jim Keegan, Police Chief; Scott Swanson, Acting Fire Chief

1. Meeting called to order at 7:00 p.m.

2. Roll Call

K. Dobbs:

Stellato: Absent

Silkaitis: Present

Payleitner: Present

Lemke: Present

Turner: Absent

Bancroft: Present

Vitek: Present

Pietryla: Present

Bessner: Present

Lewis: Present

3.a. Electric Reliability Report – Information only.

3.b. Natural Resources Commission Minutes – Information only.

4. **OMNIBUS VOTE** – Items with an asterisk (*) are considered to be routine matters and will be enacted by one motion.

Items *6.c, *6.d, *6.e, *6.f, *6.g, *6.h

No further discussion.

Chairman Silkaitis: Kristi, please call a roll.

K. Dobbs:

Lewis: Yes

Stellato: Absent

Payleitner: Yes

Lemke: Yes

Turner: Absent

Bancroft: Yes

Vitek: Yes

Pietryla: Yes

Bessner: Yes

No further discussion.

Motion by Aldr. Bessner, seconded by Aldr. Bancroft. No additional discussion.

Approved unanimously by roll call vote. **Motion carried.**

- 5.a. **Recommendation to Update Title 10 “Vehicles and Traffic” of the City Ordinance, to Include Modifications to Chapter 10.40 “Stopping, Standing and Parking”.**

Police Chief Keegan presented. The first item, which is Chapter 10.40.100, has to do with the parking time limits on the Klinkhammer Parking Deck on First Street. As you may recall, when ALE Solutions first took business there, we modified the Klinkhammer Deck to eliminate most of the two hour parking spots and went to an eight hour time limit because levels 4 and 5 of the 5 story deck were being under-utilized. We found that ALE stopped parking on level 3, so we worked with their HR Department and we returned the signs back to two hour parking. We have staggered parking on levels 1-3 on the 5 story deck; long term parking is now on levels 3-5. This is recodifying the Ordinance to match the practice.

The second item which is Chapter 10.40.020 has to do with ride sharing. We have worked exclusively with Lyft and Uber over the last two years to get some of the traffic off of Rt. 64 and to get it on to Cedar, Third and State. We have taxi stands on Cedar, east of Third. I’m recommending ride sharing areas, so late at night, we would transition those areas to ride sharing pick up and drop off. We would do that in front of the Alibi

patio on Cedar and we would split Third Street at the VFW City owned lot. We would go from two taxi stand parking locations to five additional ride sharing locations.

Aldr. Lewis: I think this is great; are you finding a lot of litter around the taxi areas? I'm just concerned because I see the one in front of St. Patrick's Church.

Chief Keegan: No, and because of what Lyft and Uber are doing to the market place, we aren't seeing the taxi stands used as much anymore.

Aldr. Lewis: As long as it will stay well maintained so when the merchants show up in the morning there isn't a lot of garbage, that's all I'm concerned about. I think this is a great idea.

No further discussion.

Motion by Aldr. Payleitner, seconded by Aldr. Vitek. No additional discussion. Approved unanimously by voice vote. **Motion carried.**

5.b. Recommendation to Update Title 10 "Vehicles and Traffic" of the City Ordinance, to Include Modifications to Chapter 10.41 "Handicapped Parking".

Police Chief Keegan presented. We were approached by some of the businesses along Second Avenue, in particular the restaurant. We found with the grade change and elevated private parking there are no accommodations for those who are handicapped. Public Works resurfaced and did some reengineering on Cedar at Second and on State. We asked them to accommodate a handicapped parking stall; you'll see that identified not only in the attachment but also in the code.

No further discussion.

Motion by Aldr. Lemke, seconded by Aldr. Pietryla. No additional discussion. Approved unanimously by voice vote. **Motion carried.**

6.a. Recommendation to approve Real Estate Purchase Agreement for 112 S. 9th Avenue.

Ken Jay presented. Staff is recommending the purchase of 112 S. 9th Avenue. This property is required for the upcoming 7th Avenue Creek construction project in 2021.

Aldr. Payleitner: How many more properties do we have to purchase for this first phase?

Mr. Jay: These are the last two that we need to construct the project. We just need easements after this. I'll be giving an update next month.

Chairman Silkaitis: Kristi, please call a roll.

K. Dobbs:

Lewis: Yes

Stellato: Absent

Payleitner: Yes

Lemke: Yes

Turner: Absent

Bancroft: Yes

Vitek: Yes

Pietryla: Yes

Bessner: Yes

No further discussion.

Motion by Aldr. Bancroft, seconded by Aldr. Vitek. No additional discussion. Approved unanimously by roll call vote. **Motion carried.**

6.b Recommendation to approve Real Estate Purchase Agreement for 402 S. 7th Avenue.

Ken Jay presented. Staff recommends the purchase of 402 S. 7th Avenue and the adjacent parcel. The difference with this property is that the owner is going to stay and lease the property until the end of 2020. However, purchasing the parcels now allows us guaranteed ownership of the parcels and certainty as we move forward with our design and permitting.

Chairman Silkaitis: Kristi, please call a roll.

K. Dobbs:

Lewis: Yes

Stellato: Absent

Payleitner: Yes

Lemke: Yes

Turner: Absent

Bancroft: Yes

Vitek: Yes

Pietryla: Yes

Bessner: Yes

No further discussion.

Motion by Aldr. Lemke, seconded by Aldr. Pietryla. No additional discussion. Approved unanimously by roll call vote. **Motion carried.**

***6.c. Recommendation to approve Professional Service Agreement for Country Club Lift Station Replacement.**

Approved by Omnibus vote.

***6.d. Recommendation to approve Professional Service Agreement for the Eastern Sewer Service Study.**

Approved by Omnibus vote.

***6.e. Recommendation to award the Bid for Sidewalk Snow and Ice Removal Services for the 2019/2020 Winter Season.**

Approved by Omnibus vote.

***6.f. Recommendation to approve the Award of One John Deere 1575 Broom and to Sell the Replaced John Deere Broom #1815.**

Approved by Omnibus vote.

***6.g. Recommendation to approve the Award of One 2019 F150 to Roesch Ford and to Sell the Replaced Ford Escape #1747.**

Approved by Omnibus vote.

***6.h. Recommendation to approve the Award of One 2020 Police Interceptor to Currie Ford and to Sell the Replaced Chevrolet Tahoe #1895.**

Approved by Omnibus vote.

7. Executive Session

None.

8. Additional items from Mayor, Council, Staff or Citizens.

None.

9. Move to Adjourn Government Services Committee Meeting at 7:09 p.m.

Motion by Aldr. Lemke, seconded by Aldr. Pietryla. No additional discussion. Approved unanimously by voice vote. **Motion carried.**

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IIC1

Title:

Motion to Approve An Ordinance Approving and Authorizing the Execution of the Redevelopment Agreement by and between STC Arcada, LLC and the City of St. Charles, Kane and DuPage Counties, Illinois

Presenter:

Rita Tungare

Meeting: City Council

Date: November 4, 2019

Proposed Cost:

Budgeted Amount: N/A

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

On the September 9, 2019, the Planning and Development Committee unanimously recommended approval of Redevelopment Agreement with STC Arcada, LLC pertaining to 107-109 E. Main St. (George's building).

In accordance with the requirements of the state TIF statute, the City published a noticed regarding the intent to transfer the property for development and providing the opportunity for alternate proposals or bids to be submitted. No alternate proposals or bids were received before the submission deadline. This was read into the record at the City Council meeting on September 16, 2019.

Agreements are necessary for the site improvements proposed in the rear of the building, involving both the courtyard and private alleyway. Over the past few weeks, STC Arcada, LLC has been discussions with both the City and DB Partnership (owner of 111 E. Main St.-Riverview Counseling) to obtain the appropriate access rights to begin construction.

(A separate related item has been added to tonight's City Council agenda to approve a Temporary Construction License over the George's courtyard property so that the developer can proceed with the site and utility improvements now.)

The significant business terms of the Redevelopment Agreement are the same as presented previously, but with an adjustment to the dates.

Conveyance of the property to the developer upon the following conditions being met:

- Securing permits for building improvements in general conformance with the Conceptual Plans attached to the RDA draft.
- Substantial remediation of outstanding code violations at the Arcada Theater building.
- Evidence of financing secured for the project.
- Evidence of rights to construct off-site improvements shown on the plans.

Anticipated project schedule:

- The date of conveyance projected as November 30, 2019.
- Commencement of site/utility and exterior façade work within 30 days of conveyance.
- Completion target of February 14, 2020.

Attachments (*please list*):

Ordinance

Recommendation/Suggested Action (*briefly explain*):

Vote on ordinance

City of St. Charles, Illinois
Ordinance No. 2019-M-

**An Ordinance Approving and Authorizing the Execution of the
Redevelopment Agreement by and between STC Arcada, LLC and the City of
St. Charles, Kane and DuPage Counties, Illinois**

WHEREAS, STC Arcada, LLC (the “Developer”) desires to enter into a redevelopment agreement (“Redevelopment Agreement”) with the City of St. Charles, Kane and DuPage Counties, Illinois (the “City”) for purposes of acquiring from the City and redeveloping of a portion of the Central Downtown Redevelopment Project Area (the “Redevelopment Area”); and

WHEREAS, on August 31, 2019, notices were published providing an invitation to all interested parties to submit alternate proposals to the City on or before 3:00 p.m., September 13, 2019, for the disposition of the City-owned real property within the Redevelopment Area proposed to be conveyed to the Developer pursuant to the terms of the proposed Redevelopment Agreement by and between the Developer and the City; and

WHEREAS, the City finds that the time period within which to submit alternate proposals was sufficient for purposes of satisfying the Tax Increment Allocation Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended (the “Act”); and

WHEREAS, no alternate proposals were submitted to the City; and

WHEREAS, the Corporate Authorities of the City find it is in the best interests of the City to enter into the Redevelopment Agreement.

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

1. That the foregoing recital clauses to this Ordinance are adopted as the findings of the Corporate Authorities of the City of St. Charles and are incorporated herein by specific reference.

2. That upon receipt from the Developer of four (4) executed copies of the Redevelopment Agreement, the Mayor is hereby authorized to execute, and the City Clerk is hereby authorized to attest to, the Redevelopment Agreement in substantially the form of such agreement appended to this Ordinance as Exhibit A, with such changes therein as shall be approved by the officials of the City executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from and after the execution and delivery of such Redevelopment Agreement.

3. That the officials, officers and employees of the City are hereby authorized to take such further actions and execute such documents as are necessary to carry out the intent and purpose of this Ordinance and of the Redevelopment Agreement.

4. That this Ordinance shall be in full force and effect upon and after its passage in the manner provided by law.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 4th day of November, 2019.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 4th day of November, 2019.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 4th day of November, 2019.

Raymond P. Rogina, Mayor

ATTEST:

Charles Amenta, City Clerk

Council Vote:

Ayes:

Nays:

Absent:

Abstain:

APPROVED AS TO FORM:

City Attorney

DATE: _____

EXHIBIT “A”

REDEVELOPMENT AGREEMENT

EXECUTION

CITY OF ST. CHARLES REDEVELOPMENT AGREEMENT (Georges' Building Annex to the Arcada Theater)

This Redevelopment Agreement ("*Agreement*") is entered into this _____ day of November, 2019 ("*Effective Date*") between STC ARCADA, 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 Redevelopment Plan and Project Area for the Central Downtown TIF, as amended (the "*Redevelopment Project Area*") by (i) Ordinance No. 2015-M-8, adopted February 7, 2015, approving a Redevelopment Plan and Project, as amended (the "*Redevelopment Plan*"), (ii) Ordinance No. 2015-M-9, adopted February 7, 2015, designating a Redevelopment Project Area, as amended, and (iii) Ordinance No. 2015-M-10, adopted February 7, 2015, 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 "*Annex Property*"), the Developer is the owner of the property adjacent and contiguous to the Annex Property legally described in Exhibit B hereto (the "*Arcada Property*"), and, the Annex Property and Arcada Property are hereinafter collectively referred to as 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 proposes to acquire the Annex Property and rehabilitate and redevelop the Redevelopment Property with interior and exterior renovations and improvements substantially in conformance with the Plans (as hereinafter defined) to be prepared by the Developer and approved by the City and as further described in this Agreement (the "*Project*"); and

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

L. **WHEREAS**, on August 31, 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 Redevelopment 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.

"*Plans*" means (i) the conceptual and façade rehabilitation plans for the Project as approved by the City and attached hereto as Exhibit C and made a part hereof ("*Approved Plans*"), and (ii) the 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 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 D and made a part hereof (the "*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 Plans. The 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 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 Annex Property of the nominal sum of Ten Dollars (\$10.00) ("*Purchase Price*"), the City will convey the Annex 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 Annex 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 Annex Property under this Agreement shall be as follows:

A. Closing Contingencies. The City currently holds title to the Annex 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 Annex Property to the Developer, conditioned upon the following (the “*Closing Contingencies*”):

(i) Developer having substantially completed the correction and /or remediation of those City code violations for the Arcada property as listed on the Notice of Violation issued by the City dated September 3, 2019. Determination of substantial completion and approval shall be made at the discretion of the City Administrator or his designee;

(ii) pursuant to the Plans, the Developer securing 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;

(iii) 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;

(iv) the Developer has provided the City with satisfactory written evidence of the full investment of the Developer Equity Contribution; and

(v) the Developer has provided the City with satisfactory written evidence of an agreement with adjoining property owner(s) securing the right to construct certain off-site improvements to serve the Project.

B. Developer’s Investigation Contingency. For a period of thirty (30) 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 Annex 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 Annex 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 Annex Property (the "*Title Documents*").

Section 5.3. Survey. The City has provided its existing survey, if any, of the Annex 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 Annex 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 Annex 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 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 Annex Property by Special Warranty Deed. The conveyance of the Annex 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 Annex 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 Annex 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 Annex 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 Annex 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. Completed City, State and County Transfer Declarations marked exempt;

E. 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

F. 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.

G. In the event of a failure to close the sale of the Annex 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.

H. Within thirty (30) days following the conveyance by the City of the Annex Property, the Developer shall commence construction of site and utility work and exterior façade rehabilitation for the Project, pursuant to the plans and approved permits ("*Developer Commencement*"). If the Developer fails to comply with 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.

I. 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 Annex 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 ANNEX PROPERTY AND, EXCEPT AS SET FORTH HEREIN, THE ANNEX 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 ANNEX 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 ANNEX 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 Annex 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 Annex Property, the suitability of the Annex Property for the Project, such state of facts as an accurate survey and inspection of the Annex 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 Annex 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 Annex 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 Annex 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 Annex 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 Annex Property, as well as any activity claimed to have been undertaken on or in the vicinity of the Annex Property that would cause or contribute to causing (1) the Annex 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 Annex 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 Annex 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 Annex Property, or whether any above or underground tanks have been located under, in or about the Annex 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 Annex 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 Annex Property.

6. INTENTIONALLY OMITTED.

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 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 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 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 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 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 Annex 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 Annex 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 \$1,567,000.00, pursuant to and as estimated by the Project Budget, pursuant to Exhibit F, 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 Annex Property. Following substantial completion of the Project and at all times when the TIF Ordinances shall be in effect for the Annex 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 Annex Property and/or Project in any manner that would reduce the assessed value of the Annex Property and/or Project for real estate tax years through and including December 31, 2038, or (ii) seek a refund of the general *ad valorem* real estate taxes attributable to the Annex Property and/or Project for real estate tax years through and including December 31, 2038. Notwithstanding the foregoing, in the event the assessed valuation of the Annex 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 Annex 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 G, 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 Annex 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 Annex 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
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
With a copy to:	Nicholas S. Peppers Storino, Ramello & Durkin 9501 West Devon Avenue, Suite 800 Rosemont, Illinois 60018 npeppers@srd-law.com
If to Developer:	STC Arcada, LLC c/o: Frontier Development, LLC 4N316 Route 31 St. Charles, IL 60174 E-Mail: curt@frontierdevelopment.com E-Mail: 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

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 Annex Property. 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, 2041, 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 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 ARCADA, LLC
An Illinois limited Liability Company

By: _____
_____,
its _____

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 Nancy Garrison, 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 ____ day of November, 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 _____, personally known to me to be the _____ of STC ARCADA, 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 _____, 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 ____ day of November, 2019.

Notary Public

INDEX OF EXHIBITS

Exhibit A	Legal Description of Annex Property
Exhibit B	Legal Description of Arcada Property
Exhibit C	Approved Plans
Exhibit D	Project Schedule
Exhibit E	Project Budget
Exhibit F	Disclosure Affidavit

EXHIBIT A
LEGAL DESCRIPTION OF ANNEX PROPERTY

LOT 3 IN BLOCK 2 OF THE ORIGINAL TOWN (NOW CITY) OF ST. CHARLES, KANE COUNTY, ILLINOIS. EXCEPT THAT PART OF THE WESTERLY 9 FEET OF THE SOUTHERLY 12 FEET OF THE PROPERTY CONVEYED TO ARCADA PARTNERS, LLC AS DOCUMENT NO. 2001K034378 LEGALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT, 29.05 FEET; THENCE EASTERLY, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 3, A DISTANCE OF 0.32 FEET TO THE CENTER LINE OF A 1 FOOT WIDE PARTY WALL; THENCE NORTHERLY ALONG SAID CENTER LINE 37.25 FEET TO THE POINT ON THE WESTERLY LINE OF SAID LOT 3 WHICH IS 34 FEET SOUTHERLY OF, AS MEASURED ALONG SAID WESTERLY LINE, THE NORTHWEST CORNER OF SAID LOT; THENCE NORTHERLY ALONG THE CENTER LINE OF SAID 1 FOOT WIDE PARTY WALL TO A POINT ON THE NORTHERLY LINE OF SAID LOT 4 WHICH IS 0.28 FEET WESTERLY OF THE NORTHEAST CORNER THEREOF; THENCE EASTERLY ALONG SAID NORTHERLY LINE 50.57 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 100.30 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT, 50.295 FEET TO THE POINT OF BEGINNING; IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

Commonly known as: 107-109 Main Street, St. Charles, IL, 60174.

PIN: 09-27-389-010

EXHIBIT B
LEGAL DESCRIPTION OF ARCADA PROPERTY

PARCEL 1:

THE WESTERLY 9 FEET OF THE SOUTHERLY 12 FEET OF THE PROPERTY DESCRIBED AS FOLLOWS: THAT PART OF LOTS 3 AND 4 IN BLOCK 2 OF THE ORIGINAL TOWN OF ST. CHARLES, ON THE EAST SIDE OF THE FOX RIVER, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT, 29.05 FEET; THENCE EASTERLY, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 3, A DISTANCE OF 0.32 FOOT TO THE CENTER LINE OF A 1 FOOT WIDE PARTY WALL; THENCE NORTHERLY ALONG SAID CENTER LINE 37.25 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 3 WHICH IS 34 FEET SOUTHERLY OF, AS MEASURED ALONG SAID WESTERLY LINE, THE NORTHWEST CORNER OF SAID LOT; THENCE NORTHERLY ALONG THE CENTER LINE OF SAID 1 FOOT WIDE PARTY WALL TO A POINT ON THE NORTHERLY LINE OF SAID LOT 4 WHICH IS 0.28 FOOT WESTERLY OF THE NORTHEAST CORNER THEREOF; THENCE EASTERLY ALONG SAID NORTHERLY LINE 50.57 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 100.30 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT, 50.295 FEET TO THE POINT OF BEGINNING; IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR BENEFIT OF PARCEL 1 FOR MAINTENANCE AND REPAIR AND INGRESS AND EGRESS CREATED BY DEED RECORDED APRIL 17 2001 AS DOCUMENT [2001K034378](#) ON AND OVER THE FOLLOWING: THE SOUTHERLY 12 FEET OF THE FOLLOWING PROPERTY: THAT PART OF LOTS 3 AND 4 IN BLOCK 2 OF THE ORIGINAL TOWN OF ST. CHARLES, ON THE EAST SIDE OF THE FOX RIVER, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT, 29.05 FEET; THENCE EASTERLY, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 3, A DISTANCE OF 0.32 FOOT TO THE CENTER LINE OF A 1 FOOT WIDE PARTY WALL; THENCE NORTHERLY ALONG SAID CENTER LINE 37.25 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 3 WHICH IS 34 FEET SOUTHERLY OF, AS MEASURED ALONG SAID WESTERLY LINE, THE NORTHWEST CORNER OF SAID LOT; THENCE NORTHERLY ALONG THE CENTER LINE OF SAID 1 FOOT WIDE PARTY WALL TO A POINT ON THE NORTHERLY LINE OF SAID LOT 4 WHICH IS 0.28 FOOT WESTERLY OF THE NORTHEAST CORNER THEREOF; THENCE EASTERLY ALONG SAID NORTHERLY LINE 50.57 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 100.30 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT, 50.295 FEET TO THE POINT OF BEGINNING; (EXCEPT PART LYING IN PARCEL ONE DESCRIBED ABOVE) IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL 3:

ALL OF LOTS 5 AND 6 IN BLOCK 2 OF THE ORIGINAL TOWN OF ST. CHARLES, ON THE EAST SIDE OF THE FOX RIVER, AND THAT PART OF LOTS 3 AND 4 IN SAID BLOCK 2, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT, 29.05 FEET; THENCE EASTERLY, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 3, A DISTANCE OF 0.32 FEET TO THE CENTER LINE OF A ONE FOOT WIDE PARTY WALL; THENCE NORTHERLY ALONG SAID CENTER LINE 37.25 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 3 WHICH IS 34 FEET SOUTHERLY OF, AS MEASURED ALONG SAID WESTERLY LINE, THE NORTHWEST CORNER OF SAID LOT; THENCE NORTHERLY ALONG THE CENTER LINE OF SAID ONE FOOT WIDE PARTY WALL TO A POINT ON THE NORTHERLY LINE OF SAID LOT 4 WHICH IS 0.28 FEET WESTERLY OF THE NORTHEAST CORNER THEREOF; THENCE WESTERLY ALONG SAID NORTHERLY LINE 50.05 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 4, A DISTANCE OF 100.30 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT, 50.295 FEET TO THE POINT OF BEGINNING; IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

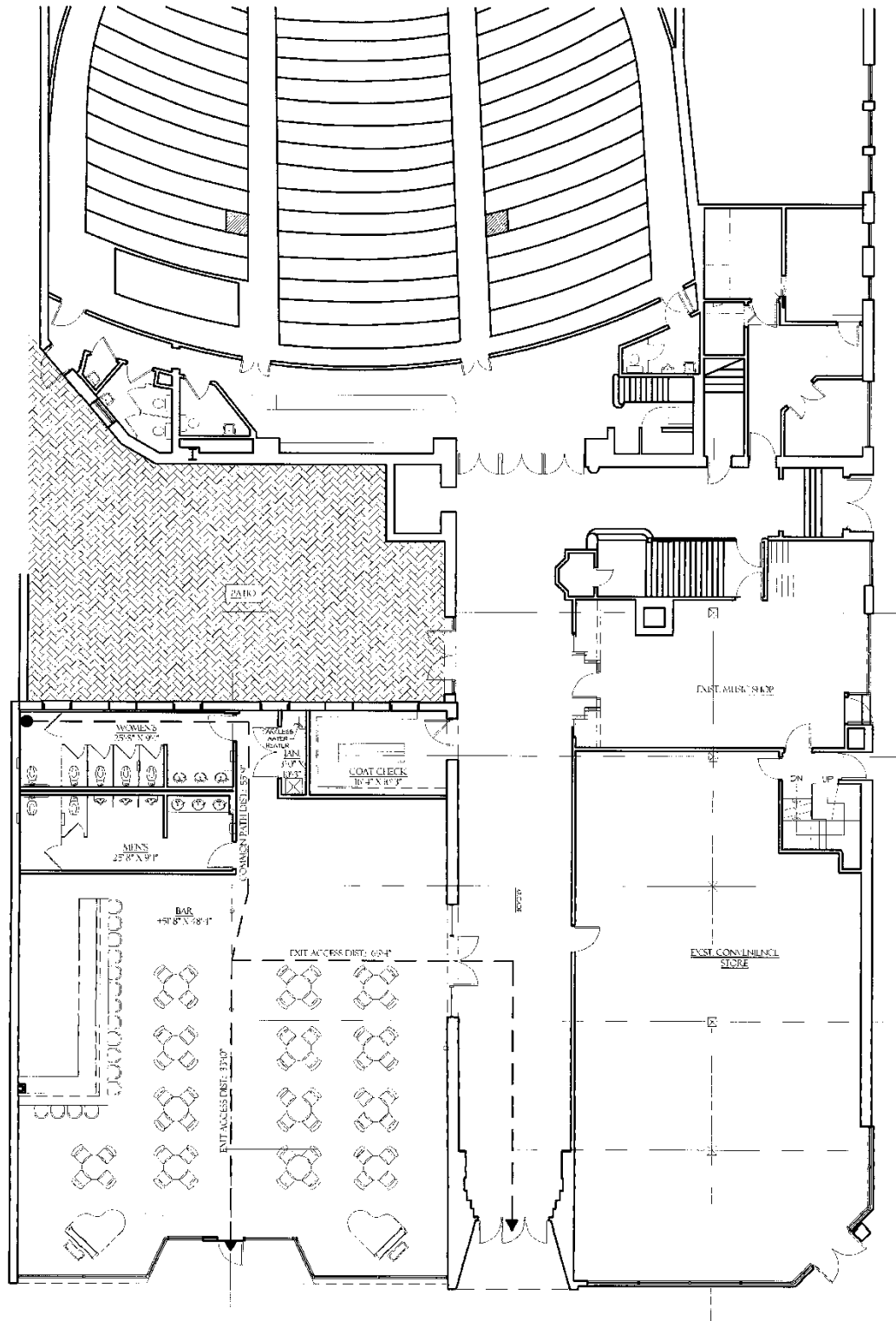
PARCEL 4:

EASEMENT FOR INGRESS AND EGRESS FOR BENEFIT OF PARCELS ONE AND THREE CREATED BY AGREEMENT RECORDED MAY 2, 1924 AS DOCUMENT [236236](#) AND BY AGREEMENT RECORDED JUNE 20 1925 DOCUMENT [256715](#) MADE BY JOE MELSON TO LESTER J. NORRIS FOR THE BENEFIT OF PARCELS ONE AND THREE OVER THE WEST 10 FEET OF THE SOUTH 94.5 FEET OF LOT 7 IN BLOCK 2 OF THE ORIGINAL TOWN OF ST. CHARLES, ON THE EAST SIDE OF THE FOX RIVER, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PIN 09-27-389-011

Address 101 E Main St,
St. Charles, IL 60174

EXHIBIT C
PLANS



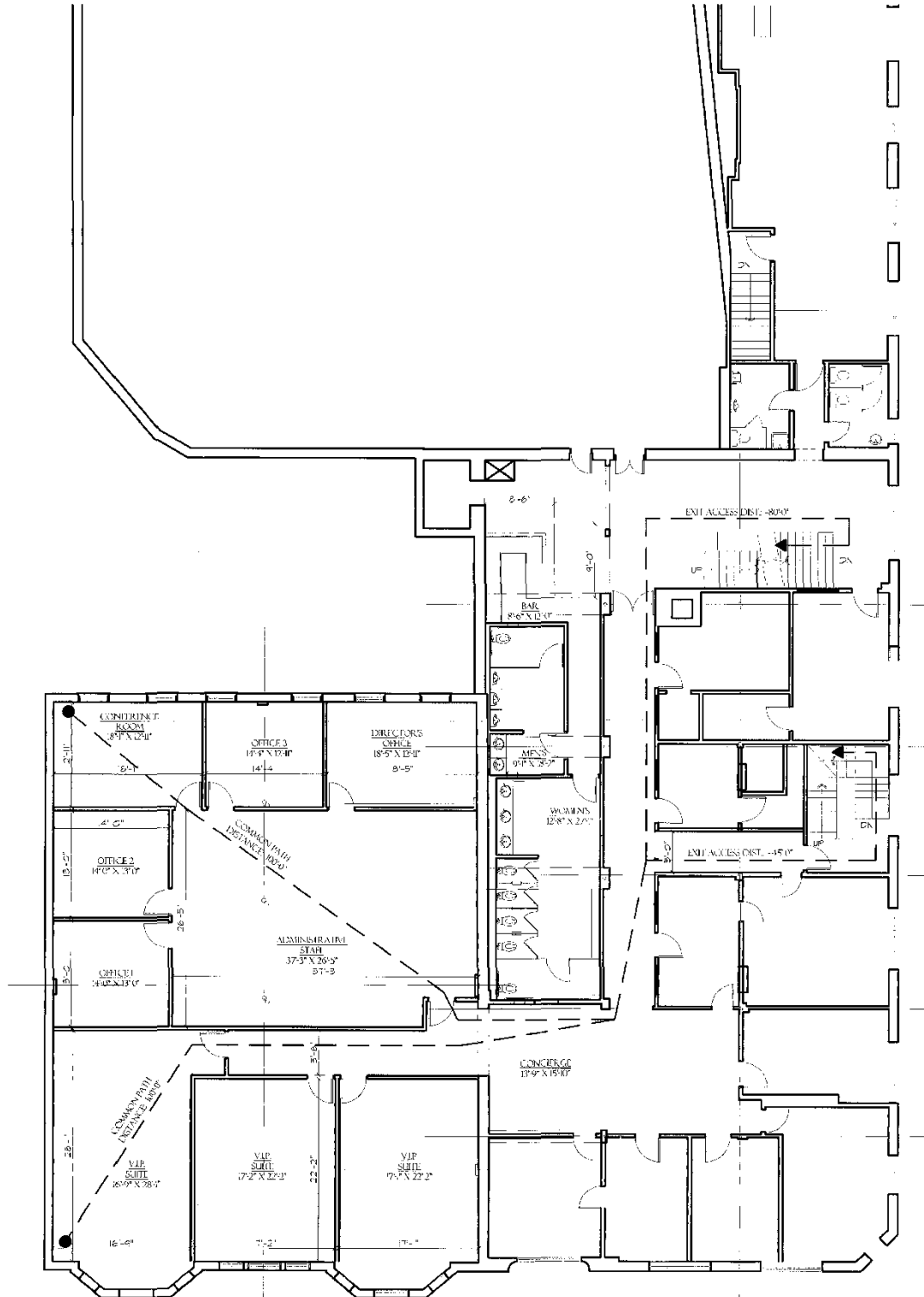
GEORGE'S & ARCADE PRELIMINARY 1st FLOOR

SCALE: 3/32" = 1'-0"



LOCATION: 107 109 E MAIN STREET
ST. CHARLES, IL 60174
PLAN # 1
PROJECT # 110226

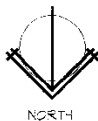
BÂTIR
2200 E. JEFFERSON DRIVE
BÂTIR ARCHITECTURE, LLC
121 E MAIN ST. SUITE 200, ST. CHARLES, IL 60174
PHONE: 630-513-5100 FAX: 630-513-5019
WWW.BATIRARCH.COM



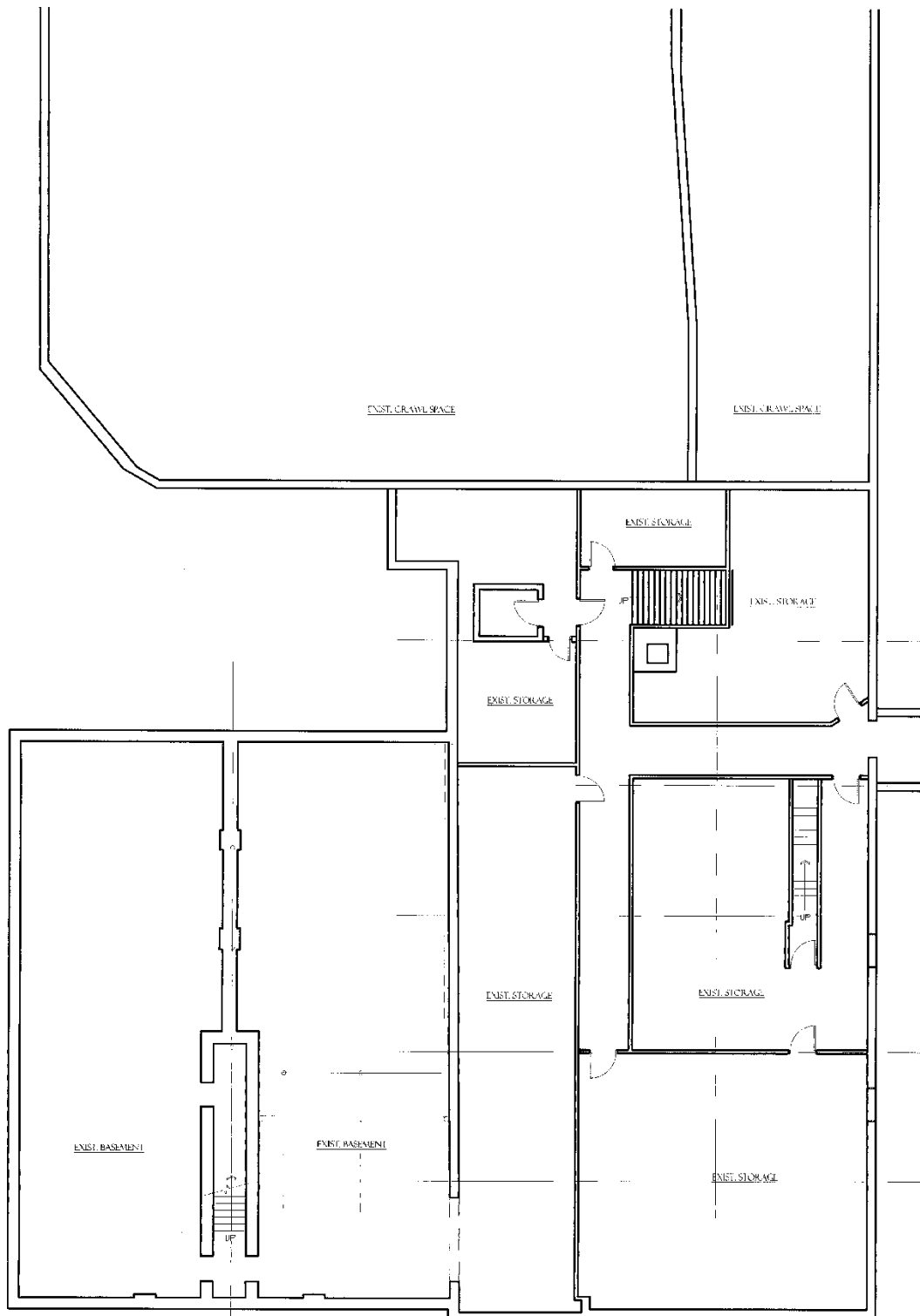
GEORGE'S & ARCADE PRELIMINARY 2nd FLOOR

SCALE: 3/32" = 1'-0"

LOCATION: 101-09 E. MAIN STREET
5TH CHARLES, IL 60174
PLAN # 2
PROJECT# 9026



BÂTIR
DESIGN - BUILD - SUSTAINABLE BUILDING
BÂTIR ARCHITECTURE, LTD.
1131 E. MAIN STREET, 220, ST. CHARLES, IL 60174
PHONE: 630-515-5109 FAX: 630-515-5916
WWW.BATIRARCH.COM



GEORGE'S & ARCADE PRELIMINARY BASEMENT

SCALE: 3/32" = 1'-0"

LOCATION: 27-04 E. MAIN STREET
ST. CHARLES, IL 60174

PLAN # 0
PROJECT: 11026



EXHIBIT D
PROJECT SCHEDULE

Georges Annex to Arcada - Schedule			Sep 6, 2019
Tasks			2
Name	Begin date	End date	
Closing Date	11/30/19	11/30/19	
Final Architecture & Permit Phase	8/15/19	11/30/19	
Existing MEP Adjustments (Arcada)	8/15/19	11/15/19	
Site Prep	10/23/19	10/30/19	
Utility Work	10/23/19	11/15/19	
Surface Improvements	11/11/19	11/30/19	
Georges Improvement & Stabilization	11/30/19	2/14/20	

EXHIBIT E
PROJECT BUDGET

George's Annex to Arcada Budget
October 21, 2019

<u>Description of Work</u>	<u>Budget Cost</u>
Electric service Arcada and George's	\$ 392,000
HAVC for Arcada Theater	\$ 207,000
Fire Protection for Arcada	\$ 168,000
Storm Sewer	\$ 60,000
George's Patio & Arcada Alley Pavers	\$ 40,000
George's Interior Improvements	<u>\$ 700,000</u>
Total	\$1,567,000

EXHIBIT F
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 Manager of STC ARCADA, LLC ("Developer").

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

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IIC2

Title:

Motion to Approve An Ordinance Authorizing the Execution of a Temporary Construction License Agreement between STC Arcada, LLC and the City of St. Charles, Kane and DuPage Counties, Illinois

Presenter:

Rita Tungare

Meeting: City Council

Date: November 4, 2019

Proposed Cost:

Budgeted Amount: N/A

Not Budgeted:

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

This is a follow up item to the Redevelopment Agreement (RDA) with STC Arcada, LLC pertaining to 107-109 E. Main St. (George's building).

Proposed is a Temporary Construction License over the George's courtyard property in order for the developer to proceed with the site and utility improvements identified in the RDA.

Granting the license will enable work to begin now in coordination with planned improvements to George's and the ongoing improvements to the Arcada Theater.

The License will terminate upon completion of the work, or Dec. 31, 2019, whichever is earlier. It is anticipated that the George's property will be conveyed to STC Arcada, LLC before the termination, and at the time of conveyance, the License will no longer be necessary or effective.

The License has been prepared by the City Attorney.

Attachments (*please list*):

Ordinance

Recommendation/Suggested Action (*briefly explain*):

Vote on ordinance

City of St. Charles, Illinois
Ordinance No. 2019-M-

An Ordinance Authorizing the Execution of a Temporary Construction License Agreement between STC Arcada, LLC and the City of St. Charles, Kane and DuPage Counties, Illinois

WHEREAS, the City of St. Charles ("City") owns the property commonly known as 107-109 East Main Street, St. Charles, Illinois ("George's Building"); and

WHEREAS, the City and STC Arcada, LLC, an Illinois limited liability company ("Developer") are parties to the City of St. Charles Redevelopment Agreement, of even date ("RDA"); and

WHEREAS, Developer has requested the temporary right to commence construction activities for limited utility and courtyard improvements to serve the redevelopment of the George's Building by Developer, prior to acquisition by Developer from the City, all as provided for and required under the RDA.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of St. Charles, Kane and Du Page Counties, Illinois:

1. That the Mayor and City Clerk be, and the same are, hereby authorized and directed to execute that certain Temporary Construction License Agreement with Developer in substantially the same form as attached hereto as Exhibit "A" and, by this reference, made a part hereof.

2. This Ordinance shall be in full force and effect from and after its passage and approval pursuant to law.

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

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 4th day of November, 2019.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 4th day of November, 2019.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties,

Illinois this 4th day of November, 2019.

Raymond P. Rogina, Mayor

ATTEST:

Charles Amenta, City Clerk

Council Vote:

Ayes:

Nays:

Absent:

Abstain:

APPROVED AS TO FORM:

City Attorney

DATE: _____

EXHIBIT “A”

TEMPORARY CONSTRUCTION LICENSE AGREEMENT

**PREPARED BY AND
AFTER RECORDING
RETURN TO:**

NICHOLAS S. PEPPERS
STORINO, RAMELLO & DURKIN
9501 West Devon Avenue, Suite 800
Rosemont, Illinois 60018

This space reserved for Recorder's use only

TEMPORARY CONSTRUCTION LICENSE AGREEMENT

Pursuant to this Temporary Construction License Agreement ("Agreement"), dated as of the ____ day of November, 2019, the CITY OF ST. CHARLES, an Illinois municipal corporation (the "Grantor"), as the owner of a certain parcel of land in the City of St. Charles, legally described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Grantor Parcel"), for and in good and valuable consideration, the receipt of which is hereby acknowledged, does hereby LICENSE unto STC ARCADA, LLC, an Illinois limited liability company (the "Grantee"), and its successors, assigns, tenants and licensees, and their respective agents, employees, contractors, and subcontractors (collectively with Grantee, the "Grantee Parties"), subject to the terms and conditions hereof and all matters and conditions of record, temporary non-exclusive license on, over, under and across that portion of the Grantor Parcel depicted on Exhibit B attached hereto and made a part hereof (hereinafter referred to as the "License Area"), for the purposes of the construction and installation by the Grantee Parties of that work depicted on Exhibit B, attached hereto and made a part hereof ("License Scope of Work") and the ingress and egress and staging of equipment and material related thereto (the "Construction License").

The Construction License granted herein shall be subject to the following conditions:

1. Reservation. Except as hereinafter provided, Grantor hereby reserves the full and complete title, ownership and use of the Grantor Parcel, including but not limited to the License Area, for any purpose whatsoever, so long as such use does not materially interfere with the Grantee Parties' right to use such License Areas solely for the Construction License purposes described herein.

2. Termination of Construction License and Agreement. The Construction License and this Agreement shall terminate (i) at such time as the Grantee Parties have completed construction of the License Scope of Work located in the License Area, or (ii) December 31, 2019, whichever is earlier.

3. Liens. The Grantee Parties shall not permit or suffer any mechanic's lien or similar encumbrance to be claimed against any of the Grantor Parcel in connection with the License Scope of Work and this Agreement.

4. Work by Grantee Parties. The Grantee has examined the Grantor Parcel and the License Area and accepts same in its existing condition, subject to all defects, whether concealed or otherwise, and whether known or unknown to the Grantor, its elected officials, officers, managers, representatives, assigns, servants, agents and employees ("Grantor Parties"), and does hereby release and discharge Grantor Parties from any and all damages of every kind and nature that may be in in any way occasioned

thereby. All work undertaken by the Grantee Parties shall be performed and completed with diligence in a good and workmanlike manner, shall be at the sole risk of Grantor and shall be deemed improvements inuring to the benefit of the Grantor Parcel, and upon completion to be owned by Grantor upon termination of this Agreement.

5. Liability. The Grantee shall be liable for all claims for damages to persons or property by reason of its performance and activities under this Agreement. The Grantor Parties shall not be liable for any damage to the Grantor Parcel and the License Area or the property of any adjoining property owners or the public.

6. Indemnity by Grantee. The Grantee, and all those acting by or under the Grantee, shall defend, indemnify and hold harmless the Grantor Indemnitees (as defined below) from any and all liability, suits, actions, claims, costs, damages and expenses of every kind and description, including court costs and reasonable attorney's fees, and including liability and expenses in connection with the loss of life, personal injury, or damage to property, or any of them, brought because of any injuries or damages received or sustained by any person, persons or property on account of or arising out of or related to (a) performance by Grantee or anyone acting by or under the Grantee pursuant to this Agreement, except to the extent caused by the intentional or gross misconduct of Grantor or its agents, contractors, subcontractors, invitees and employees, (b) Grantee's breach of this Agreement and (c) any mechanic's liens or encumbrances asserted against the Grantor Parcel due to any labor or materials in connection with work of any character performed or claimed to have been performed at the direction or sufferance of Grantee. Except to the extent caused by the intentional or gross misconduct of Grantor or its agents, contractors, subcontractors, invitees and employees, Grantee assumes sole and entire responsibility for all loss of life, injury to persons, or damage to property that may be sustained due to the activities, operation or use of the Grantor Parcel or the License Area by the Grantee Parties and all those claiming through the Grantee Parties.

7. Insurance. Grantee shall carry at all times commercial general public liability insurance, including contractual liability, in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence, or such higher limit as the parties may otherwise agree. Such insurance shall (i) name Grantor as an additional insured and (ii) contain a waiver of subrogation. Grantee shall, upon execution of this Agreement and within ten (10) days after the request of Grantor made from time to time, furnish to Grantor certificates evidencing the insurance coverage described in this Section 6, which certificates shall state that such insurance coverage may not be reduced, cancelled or allowed to expire without at least ten (10) days' prior written notice to Grantor.

8. Assignment. The Grantee shall neither assign this Agreement nor any part of it without the prior written consent of Grantor, which may be withheld for any or no reason.

9. Time is of the Essence. Time is of the essence in this Agreement, and in all terms and conditions contained herein.

10. Notices. Written notice mailed or hand-delivered to the Grantor at Two East Main Street, St. Charles, Illinois 60174, Attn: Mark Koenen, shall constitute sufficient notice to it and written notice mailed or hand-delivered to Grantee, c/o Frontier Development, LLC, 4N316 Route 31, St. Charles, Illinois 60174, shall constitute sufficient notice to Grantee to comply with the terms of this Agreement. Notice by mail shall be considered given on the date postmarked, or in the case of hand-delivery, on the date delivered.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the matters set forth herein, and shall supersede all written or oral agreements or

understandings that may have been had between the parties. This Agreement may be amended by the mutual written agreement of the parties.

12. Negotiation. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arm's length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

13. Litigation. In the event of litigation between the parties with respect to this Agreement or the performance of their respective obligations hereunder, the non-prevailing party shall pay all costs and expenses incurred by the prevailing party in connection with such litigation, including, but not limited to, reasonable attorneys' fees of counsel selected by the prevailing party.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Temporary Construction License Agreement as of the day and year first above written.

GRANTOR:

CITY OF ST. CHARLES, an Illinois municipal corporation

GRANTEE:

STC ARCADA, LLC, an Illinois limited liability company

By: _____
Its: _____

By: _____
Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

On this ____ day of November, 2019, before me, the undersigned, a Notary Public in and for said County, in the State aforesaid, appeared _____, to me known to be the _____ of the City of St. Charles, the _____ that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and on oath sated that s/he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

On this ____ day of November, 2019, before me, the undersigned, a Notary Public in and for said County, in the State aforesaid, appeared _____, to me known to be the _____ of STC Arcada, LLC, an Illinois limited liability company, that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath sated that s/he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

Notary Public

EXHIBIT A

Grantor Parcel

LOT 3 IN BLOCK 2 OF THE ORIGINAL TOWN (NOW CITY) OF ST. CHARLES, KANE COUNTY, ILLINOIS. EXCEPT THAT PART OF THE WESTERLY 9 FEET OF THE SOUTHERLY 12 FEET OF THE PROPERTY CONVEYED TO ARCADA PARTNERS, LLC AS DOCUMENT NO. 2001K034378 LEGALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT, 29.05 FEET; THENCE EASTERLY, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 3, A DISTANCE OF 0.32 FEET TO THE CENTER LINE OF A 1 FOOT WIDE PARTY WALL; THENCE NORTHERLY ALONG SAID CENTER LINE 37.25 FEET TO THE POINT ON THE WESTERLY LINE OF SAID LOT 3 WHICH IS 34 FEET SOUTHERLY OF, AS MEASURED ALONG SAID WESTERLY LINE, THE NORTHWEST CORNER OF SAID LOT; THENCE NORTHERLY ALONG THE CENTER LINE OF SAID 1 FOOT WIDE PARTY WALL TO A POINT ON THE NORTHERLY LINE OF SAID LOT 4 WHICH IS 0.28 FEET WESTERLY OF THE NORTHEAST CORNER THEREOF; THENCE EASTERLY ALONG SAID NORTHERLY LINE 50.57 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 100.30 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT, 50.295 FEET TO THE POINT OF BEGINNING; IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

Commonly known as: 107-109 Main Street, St. Charles, IL, 60174.

PIN: 09-27-389-010

EXHIBIT B

**License Area
and License Scope of Work**

