

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

MONDAY, APRIL 2, 2018 – 7:00 P.M.
CITY COUNCIL CHAMBERS
2 E. MAIN STREET

1. **Call to Order.**
2. **Roll Call.**
3. **Invocation.**
4. **Pledge of Allegiance.**
5. **Presentations**
6. **Omnibus Vote. Items with an asterisk (*)** are considered to be routine matters and will be enacted by one motion. There will be no separate discussion on these items unless a council member/citizen so requests, in which event the item will be removed from the consent agenda and considered in normal sequence on the agenda.
- *7. Motion to accept and place on file minutes of the regular City Council meetings held March 19, 2018.
- *8. Motion to accept and place on file the Treasurer’s Report for period ending February 28, 2018.
- *9. Motion to approve and authorize issuance of vouchers from the Expenditure Approval List for the period of 2/26/2018 – 3/11/2018 the amount of \$1,924,302.02.

I. New Business

- A. Motion to Approve an **Ordinance** Authorizing the Execution of the Phase III (Building #2) Construction License Agreement between the City of St. Charles and First Street Development II, LLC.

II. Committee Reports

- A. **Government Operations**
- *1. Motion to approve a Request for Funding for the 2018 Heart of the Fox Races, Color Fun Run and “Runs, Tugs and Hugs” event.
2. Motion to approve an **Ordinance** Amending Title 5, Entitled “Business Licenses and Regulations” Chapter 5.08, “Alcoholic Beverages”, 5.08.090, “License - Classifications”, Section 5.08.100, “License Fees; Late Night Permit Fees; Fees Established, and Section 5.08.130 “License-Hours of Sale” of the St. Charles Municipal Code (New G-2 Liquor License Classification).

- *3. Motion to approve an **Ordinance** Amending Title 5, Entitled “Business Licenses and Regulations” Chapter 5.08, “Alcoholic Beverages”, 5.08.090, “License - Classifications”, Section 5.08.100, “License Fees; Late Night Permit Fees; Fees Established, and Section 5.08.130 “License-Hours of Sale” of the St. Charles Municipal Code (New E-8 Liquor License Classification/St. Charles History Museum).
- *4. Motion to approve Parking Lot Closure and Use of Amplification Equipment for the Heritage Center “Best of St. Charles Foodie Fest”.
- *5. Motion to approve Street and Parking Lot Closures and an Amplification License for the Fine Arts Show.
- *6. Motion to approve The Use of City Plazas/Property and an Amplification License for STC Live.
- *7. Motion to approve a **Resolution** for the Closure of Main Street for the Memorial Day Parade.
- *8. Motion to approve Late Night Permits for Class B and C Liquor License Holders of the City of St. Charles for FY 2018/2019.
- 9. Motion to approve an Application for a New Massage Establishment License for Restore and Recover located at 1121 E Main Street, St. Charles, IL 60174.
- *10. Motion to approve a **Resolution** Authorizing the Director of Human Resources to Execute a Letter of Agreement Between the City of St. Charles and HUB International Midwest Limited.
- *11. Motion to approve an **Ordinance** Authorizing the Disposal of Surplus Personal Property Owned by the City of St. Charles.
- *12. Motion to approve **Ordinance** Reserving and Authorizing the Transfer of Volume Cap in Connection with Private Activity Bond Issues and Related Matters Budget presentation.
- *13. Motion to accept and place on file minutes of the Government Operations Committee meeting held on March 19, 2018.

B. Government Services

- *1. Motion to accept and place on file the Minutes of the February 26, 2018 Government Services Committee Meeting.
- *2. Motion to approve a **Resolution** Authorizing the Sale of Items of Personal Property Owned by the City of St. Charles.

C. Planning and Development

- *1. Motion to accept and place on file minutes of the March 12, 2018 Planning & Development Committee meeting.

D. Executive Session

- Personnel – 5 ILCS 120/2(c)(1)
- Pending Litigation – 5 ILCS 120/2(c)(11)
- Probable or Imminent Litigation – 5 ILCS 120/2(c)(11)
- Property Acquisition – 5 ILCS 120/2(c)(5)
- Collective Bargaining – 5 ILCS 120/2(c)(2)

- Review of Executive Session Minutes – 5 ILCS 120/2(c)(21)

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

11. Adjournment

ADA Compliance

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the ADA Coordinator, Jennifer McMahon, at least 48 hours in advance of the scheduled meeting. The ADA Coordinator can be reached in person at 2 East Main Street, St. Charles, IL, via telephone at (630) 377 4446 or 800 526 0844

(TDD), or via e-mail at jmcmahon@stcharlesil.gov. Every effort will be made to allow for meeting participation. Notices of this meeting were posted consistent with the requirements of 5 ILCS 120/1 et seq. (Open Meetings Act).

**MINUTES FOR THE MEETING OF THE ST. CHARLES CITY COUNCIL
TUESDAY MARCH 19, 2018 – 7:00 P.M.
CITY COUNCIL CHAMBER, CITY OF ST. CHARLES
2 E. MAIN STREET, ST. CHARLES, IL 60174
CITY COUNCIL CHAMBERS**

1. **Call to Order** by Mayor Rogina at 7pm
2. **Roll Call**
Present – Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Gaugel, Vitek, Bessner, Lewis
Absent - None
3. **Invocation** by Ald. Payleitner
4. **Pledge of Allegiance** by Ald. Lemke
5. **Presentations**
 - Proclamation to Recognize the 75th Anniversary of Reber and Foley Service Center.
 - Swearing in of Officers Nicole Diehl, Joseph Gaske and Richard Jackson to the City of St. Charles Police Department.
6. **Omnibus Vote. Items with an asterisk (*)** are considered to be routine matters and will be enacted by one motion. There will be no separate discussion on these items unless a council member/citizen so requests, in which event the item will be removed from the consent agenda and considered in normal sequence on the agenda.
- *7. Motion by Ald. Stellato and seconded by Ald. Silkaitis to accept and place on file minutes of the regular City Council meetings held March 5, 2018.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft,
Gaugel, Vitek, Bessner, Lewis
NAY: 0 ABSENT: 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 2/12/2018 – 2/25/2018 the amount of \$5,205,264.18.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft,
Gaugel, Vitek, Bessner, Lewis
NAY: 0 ABSENT: None MOTION CARRIED

I. New Business

- A. Recommendation by Ald. Turner and seconded by Ald. Bancroft to approve **Resolution 2018-18** Authorizing the Execution of an Agreement between the City of St. Charles and the Metropolitan Alliance of Police St. Charles Chapter 27 (Police Officers).

Director McMahon: For your consideration tonight is the resolution to execute a collective bargaining agreement between the city and the police officers. This is a three-year agreement that includes wage increases of 2.5% for each year. That first year would be retroactive to May 1, 2017. We also changed some languages that benefit both parties. I'm happy to answer any questions.

Ald. Payleitner: There's a lot of muck muck, as far as I'm concerned with the contract talks. So, I'll trust you on all that. There are just a couple of things that I'm worried that we are setting a precedent on, and I want you to lighten my fears on this. On listed holidays, in section 8-1, do these apply to all city employees?

Director McMahon: The holidays would be exclusive to this group, depending on what groups you are talking about, what contract you are talking about, they may be different, and these have all been negotiated.

Ald. Payleitner: Ok, and are we worried that everyone else is going to what to have paid veteran's holidays?

Director McMahon: Well, you don't ever know what comes up at the bargaining table but that has been in place for a while so I'm not super worried about it.

Ald. Payleitner: Ok, and the second thing, of course, I just want to be on the record and address my concerns about us going above the 75th percentile. How close are we to that, can you remind me?

Director McMahon: .15% for the first two years.

Ald. Payleitner: For the first two years? The ink is hardly dry on the policy document that we just worked really hard on and we are already tossing it aside, that's my concerns.

Ald. Turner: I'd like to congratulate Director McMahon and her team and also the police officers for getting us a very reasonable contract for the next 3 years.

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

NAY: 0

ABSENT: None MOTION CARRIED

- B.** Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve **Resolution** 2018-19 Authorizing Publication and Sale of the 2018 City of St. Charles Official Zoning Map.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft,
Gaugel, Vitek, Bessner, Lewis
NAY: 0 ABSENT: None MOTION CARRIED

II. Committee Reports

A. Government Operations

- *1. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve **Ordinance** 2018-M-7 Amending Title 5, Entitled “Business Licenses and Regulations” Chapter 5.08, “Alcoholic Beverages”, 5.08.090, “License - Classifications”, Section 5.08.100, “License Fees; Late Night Permit Fees; Fees Established, and Section 5.08.130 “License-Hours of Sale” of the St. Charles Municipal Code (New Class D-9 Liquor License).

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft,
Gaugel, Vitek, Bessner, Lewis
NAY: 0 ABSENT: None MOTION CARRIED

- *2. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve a Proposal for a New Class D-9 Liquor License for 210 Cedar, LLC, to be located at 210 Cedar Avenue, St. Charles, Illinois 60174.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft,
Gaugel, Vitek, Bessner, Lewis
NAY: 0 ABSENT: None MOTION CARRIED

3. Motion by Ald. Bancroft and seconded by Ald. Turner to approve **Ordinance** 2018-M-8 amending Ordinance 2015-M-47 of the St. Charles Municipal Code (Video Gaming).

Ald. Payleitner: Before a final vote, I'd like to make three requests of my council colleagues. As Ald. Gaugel alluded to in our previous discussion, once this door is open, it is really difficult to close. The best we will be able to do is to keep it a diligent eye out. Promise me that we will stay alert and not succumb to the slippery slope that many neighboring communities have encountered and as a result, are now looking to limit their video gaming, after the fact. First, I'd like to ask my colleagues on council, who claim that we can shut it down 'any time', what will be that indicator making it necessary? What is your line in the sand? Really, I'd like to know. Is it money? Last time we voted there was talk about how much we should make in order for it to be worthwhile. How much is enough? We're bringing in 1.7% of the stated expectations when this first passed. Is the state share? What happens if that changes? Two, is it crime? What crimes are you looking for? I touched on that in committee. I don't see, I'm not expecting business to self-report any crime, it's not going to happen. No one is risking this gravy

train. Three, is it social costs? I know of at least one family that was ruined at that wasn't enough, we heard that the St. Charles Gamblers Anonyms meeting has had its attendance quadruple since we introduced video gambling, and that isn't enough. I want to know what your line in the sand is for social cost. At the very least, I'd like to see a sunset clause back in place so we can have an opportunity for a forced review to check on the mentioned indicators-Money, Crime, and Social Costs. Second, I'd like to see clear protection that if St. Charles is to have video gambling as a favor to certain businesses, that we will allow it only to complement existing businesses, not to create businesses. I'd like assurances in the ordinance that will not allow video gambling parlors or cafes. Thirdly, as we look to added cost for policing licenses, as in the new contract just voted on, we need to likewise increase our licensing fees. I'm sure the businesses will balk at our desire to cover those additional expenses. Thank you, your Honor.

Mayor Rogina: If I may, of course you actually addressed the questions to the council. I feel I am a colleague on the council so, I'd like to start the ball rolling. With respect to the ordinance on creating parlors or gaming cafes, correct me if I'm wrong Attorney McGuirk, I believe the ordinance covers that topic.

City Attorney McGuirk: The ordinance requires the establishment to be in business for a year.

Mayor Rogina: With respect to the idea of, using South Elgin as an example because they have one, a Stella's or Dottie's, simply a gaming parlor, they have food and so on. I believe our ordinance prohibits that, am I correct?

City Attorney McGuirk: I think what we've found, Mr. Mayor, is that making it mandatory that they are in business a year, that kind of establishment is not going to make that investment. That was our expectation and that is what's happened to date.

Mayor Rogina: Because we have it saying, a year of business, their only business is gaming, they are not going to come in to open a small parlor that is void of gaming. I stand corrected, but thank you for clarifying for me. It doesn't address your concerns. We don't have an ordinance that flat prohibits it, but in a quasi-manner I believe that we have seen evidence of that. That is always something that can be proposed.

Ald. Payleitner: Can I ask a follow up then? Mr. McGuirk, if a business comes in and changes their plan, like they came in as a restaurant and then changed to all gaming and load up on machines and have it not be a bar or restaurant after all. They would have already have had the license for a year.

City Attorney McGuirk: They have to have been opened for a year.

Ald. Payleitner: Yes, and they would have the license for a year. Any of our business that have had their license for a year can just change their business plan, is what I'm saying.

City Attorney McGuirk: I'm not sure they can load up on video gaming; you can only a limited amount.

Ald. Payleitner: Yes, 5 machines. That would be the other protection I suppose.

Mayor Rogina: In your idea that a business comes into town for a year, run a bar/restaurant and then after a year, close that all down and put in 5 machines and only have 5 machines? That doesn't sound practical.

Ald. Payleitner: You're right, that's not practical or likely. If council thinks we're covered with that, we're good.

Mayor Rogina: I think, with respect the other topic, licensing fees, the council is always in the position to increase the fees any time they want. We know that. Any other council comments?

Ald. Lewis: If it would be the council's pleasure, I would be in favor of reinstating a two-year sunset clause.

Mayor Rogina: You would have to, ok Robert's Rule would require the following-We have the ordinance on the table, if you want to add an amendment to the ordinance, we would move the amendment first, you would make a motion to amend the main motion, already on the table now, to amend to have the two-year sunset clause then you would need a second on that, then we would vote on the amendment first. To up or down that motion. If yes, it would be added to the main motion. That is the procedure. So, is that your motion?

Ald. Lewis: Yes, it is my motion to add a two-year sunset clause.

Mayor Rogina: So we are clear, the motion by Ald. Lewis to amend the main motion to add a two-year sunset clause to the ordinance.

Ald. Lewis: To the end of April 30th.

Mayor Rogina: Is there a second?

Ald. Payleitner: I'll second.

Mayor Rogina: Ok, moved and seconded. Are we clear that the motion is to amend the main motion by adding a two-year sunset clause and that yes vote on the amendment would add the clause and a no does not support that amendment. Are we clear? Any questions? I don't want a procedural error to take place here. We're voting on the amendment first, Chuck call the role.

ROLL CALL VOTE: AYE: Silkaitis, Payleitner, Lewis, Gaugel
 NAY: Stellato, Lemke, Turner, Bancroft, Gaugel, Vitek,
 Bessner
 ABSENT: None MOTION FAILS 4-6

Mayor Rogina: The motion to amend fails 6-4. We're back to the main motion, anything further on the main motion?

Ald. Payleitner: Your Honor, may I just ask again, what is the line in the sand we are looking for?

Mayor Rogina: You asked the question and if any council member wants to talk about that they are free to do so.

Ald. Gaugel: Your Honor? A couple of things, so on this motion, I saw no problem with it. It was in our last committee when we debated this; we have the opportunity to end this at any time. By putting a sunset clause in, it is almost too redundant to what we could do next month, if we wanted to. So I didn't see any harm in amending to it. IN terms of my line in the sand, my contention from the get go and my initial vote was placed as a no when we initially debated this was because of how the state was going to run this program. There are billions of dollars that are gambled on an annual basis; I firmly believe that this number is too big for Springfield to ignore. At some point, they are going to take a bigger chunk from municipalities, a bigger chunk from the gaming terminal operator as well as the establishments that host them. When that happens and there is little to no revenue coming into those establishments, as well as our city, we need to seriously consider what the benefit is because there is clearly an additional cost for administering such a program. I don't have a hard number, but the minute the state does something to change those rules, is the minute I think we need to look hard at reevaluating our position on gambling in St. Charles.

Mayor Rogina: Just as a footnote to your comments, Ald. Gaugel, I think that Staff has done a great job, on a monthly basis at committee, to provide you with hard numbers and I have the upmost faith that if something, we are in contact with our legislators all the time-if there was to be anything on the horizon, we would hear about it. And we will not hide it; I can assure you of that. I'll go so far as to say that, as long as we're on the subject and we might as well put it on the table to think about, I read the papers already, maybe you have too, the state of Illinois is seriously going to consider two items that this council may or may not be faced with but down the line will. That is A) recreational marijuana B) back to gaming-not gaming, but gambling-sports betting. We're in the middle of the NCAA Tournament and billions of dollars are being bet illegally. That's a hard question to be thinking about even down the line. This doesn't mention the little gaming situation we have here. Just something to think about. In fairness to the audience, on a controversial subject, before we have the yes and no votes, during committee we offered public comment and I have no problem with that I just don't want to see redundancies. This council over the past few years has heard everything and anything and

has vetted this pretty well. If any citizen would like to address the council on the subject, please feel free. We want to be transparent and open as much as possible.

Ald. Payleitner: Thank you Ald. Gaugel, for expressing his line in the sand. It makes me sad that no one else has one. We're just kind of tossing it out there...cancel at any time, but we won't because we have no reasons to do it, except for Ald. Gaugel.

Mayor Rogina: I really do think you have more faith in your colleagues than maybe you're portraying.

Ald. Payleitner: I guess, I just really want to know. What crime are we looking for, what social cost are we looking for? I want to know what we're looking for. That's all; I just want to know so that we can all be on the same page.

Mayor Rogina: I think you'll get the answers to your questions throughout the course of time through dialog. I think you will.

Ald. Payleitner: It's been 2-years and I haven't yet.

Mayor Rogina: Maybe posing the questions one-on-one, let's sit and talk about this and let me find out where you are at. I want to say one more things before we vote. I'll go to Ald. Lewis on this point, I really appreciated her comments a couple weeks ago in committee, when she said no matter what the vote is here, she appreciated and I agree and appreciate the civility of the conversation. Much better than a few years ago. Chuck call the role.

ROLL CALL VOTE: AYE: Stellato, Lemke, Turner, Bancroft, Gaugel, Vitek, Bessner
NAY: Silkaitis, Payleitner, Lewis
ABSENT: None MOTION CARRIED

4. Motion Ald. Bancroft and seconded by Ald. Gaugel to Approve **Resolution** 2018-20 Authorizing Application to Kane County Riverboat Grant Program (7th Avenue Creek).

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Lemke, Turner, Bancroft,
Gaugel, Vitek, Bessner, Lewis
NAY: Payleitner ABSENT: None MOTION CARRIED

- *5. Motion by Ald. Stellato and seconded by Ald. Silkaitis to Approve a One Year Proposal with Sikich, LLP to Perform the City's Financial Statement Audit for the Fiscal Year End April 30, 2018.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft,
Gaugel, Vitek, Bessner, Lewis
NAY: 0 ABSENT: None MOTION CARRIED

- *6. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve an **Ordinance** 2018-M-9 providing for the issue of not to exceed \$22,900,000 General Obligation Corporate Purpose Bonds, Series 2018A for capital project purposes and not to exceed \$4,800,000 Taxable General Obligation Corporate Purpose Refunding Bonds, Series 2018B for refunding purposes, authorizing the execution of a bond order and escrow agreement, providing for the levy of taxes to pay said bonds, and authorizing the sale of each series of bonds to the purchaser thereof.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft,
Gaugel, Vitek, Bessner, Lewis
NAY: 0 ABSENT: None MOTION CARRIED

B. Government Services

- *1. Motion by Ald. Stellato and seconded by Ald. Silkaitis by Ald. Stellato and seconded by Ald. Silkaitis to accept and place on file the Minutes of the January 29, 2018 Government Services Committee Meeting.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft,
Gaugel, Vitek, Bessner, Lewis
NAY: 0 ABSENT: None MOTION CARRIED

C. Planning and Development

- *1. Motion by Ald. Stellato and seconded by Ald. Silkaitis to accept and place on file Plan Commission Resolution No. 2-2018 A Resolution Recommending Removal of a Special Use for PUD and approval Preliminary Plat of Subdivision for Cityview Subdivision (John Henry Builder Developer Inc.).

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft,
Gaugel, Vitek, Bessner, Lewis
NAY: 0 ABSENT: None MOTION CARRIED

- *2. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve **Ordinance** 2018-Z-4 Removing a Special Use for Planned Unit Development and Granting Approval of a Preliminary Plat of Subdivision for Cityview Subdivision – 895 Geneva Road

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft,
Gaugel, Vitek, Bessner, Lewis
NAY: 0 ABSENT: None MOTION CARRIED

- *3. Motion by Ald. Stellato and seconded by Ald. Silkaitis to accept and place on file Plan Commission Resolution No. 4-2018 A Resolution Recommending Approval for Final Plat of Subdivision for Building #2 for First Street Redevelopment PUD (City of St. Charles).

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft,
Gaugel, Vitek, Bessner, Lewis
NAY: 0 ABSENT: None MOTION CARRIED

- *4. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve **Ordinance** 2018-Z-5 Granting Approval of a Plat of Vacation and Final Plat of Subdivision for Lot 2 of First Street Phase III.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft,
Gaugel, Vitek, Bessner, Lewis
NAY: 0 ABSENT: None MOTION CARRIED

- *5. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve **Resolution** 2018-21 Establishing the 2018 Inclusionary Housing Fee In-lieu Amount.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft,
Gaugel, Vitek, Bessner, Lewis
NAY: 0 ABSENT: None MOTION CARRIED

- *6. Motion by Ald. Stellato and seconded by Ald. Silkaitis to accept and place on file minutes of the March 12, 2018 Joint City Council and Housing Commission meeting.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft,
Gaugel, Vitek, Bessner, Lewis
NAY: 0 ABSENT: None MOTION CARRIED

D. Executive Session

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

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

Ms. Cynthia Wade, Geneva, IL Addressed the council regarding an update DoOverMe and its progress.

- 11. Adjournment** motion by Ald. Bessner and seconded by Ald. Lemke at 7:38 pm
VOICE VOTE: AYE - UNANIMOUS ABSENT: None MOTION CARRIED

Charles Amenta, City Clerk

CERTIFIED TO BE A TRUE COPY OF ORIGINAL

Charles Amenta, City Clerk

ADA Compliance

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Treasurer's Report
February 28, 2018

MONTHLY COUNCIL TREASURER'S REPORT

For The Period Ending February 28, 2018

Overview

The attached report is a summary of City financial activity from the beginning of the fiscal year through the above date. It is meant to provide adequate information in a form easily readable for members of the City Council to understand the financial status of the City. Definitions of the various report components are shown at the end of the report.

Budget Philosophy

The City budgeting philosophy is that the budget is not a static plan, but a working plan that must be routinely monitored and adjusted as new opportunities develop, prior projections do not materialize, or priorities change. Revisions are always made in the light of maintaining adequate cash surpluses, in accordance with City policies, and not making revisions that will severely hamper future years' operations.

Report Format

The report shows each fund summarized by major categories of revenues and expenditures. Year-to-date and annual projections show where we are today and where we expect to be at the end of the fiscal year. Each column provides meaningful information when compared with other columns. For instance, differences between the revised budget column and forecast column should be noted. The forecast is a calculated projection and the revised budget is a formal budget adjustment. Any material differences between the two should be investigated.

Comments

Property Taxes, Corporate Fund - Generally, we collect approximately 99% of the levy request.

Sale Taxes, Corporate Fund - Sale Tax from retailers are received 90 days after the date of sale. Sales tax receipts year to date were lower than anticipated, making receipts \$129,385 lower than proposed budget.

Franchise Fees, Corporate Fund - Actual receipts are \$303,767 lower than the proposed budget.

Income Tax, Corporate Fund - Actual receipts are \$224,669 lower than the projected year to date budget. These receipts are subject to changes in the economy and can fluctuate from projections.

Hotel Tax, Corporate Fund - Actual receipts are slightly lower than the proposed budget.

Intergovernmental Revenue, Corporate Fund - This line includes all Federal and State grants as well as replacement tax.

User Charges, All Funds - Revenue from user charges for the year are \$635,354 lower than the projected year to date budget. These revenues can fluctuate with weather, particularly during the summer months.

Personal Services, All Funds - Personal Services are lower than the year to date budget projection for the year. This is due to the timing of new hires, vacancies and employer pension contributions.

Operating Expenses, All Funds - Operating expenses overall are lower than the budget projection for the year. This is due primarily to timing differences.

Capital Expenditures, All Funds - Capital variances are monitored by the department on a quarterly basis. Due to the nature of large expenditures, a specific date of purchase is sometimes difficult to predict.

Definitions

Reporting Periods - The report shows information for two broad reporting periods, year-to-date (YTD) and annual. Year-to-date is an indication of the status from the beginning of the fiscal year through the period being reported. Under this YTD category, three sub-categories are shown. Annual projections show the entire fiscal year and are also broken down into three categories.

Actual - The amount of money actually received or expended from the beginning of the fiscal year (May 1) through the period being

Budget - The revised budget from the beginning of the fiscal year through the period shown.

Last Year - The amount of money actually received or expended last fiscal year for the same months shown under "actual".

Original Budget - The amount originally budgeted and approved by the City Council for the fiscal year in April.

Revised Budget - This is the budget resulting from changes to the original budget. It reflects the most recent formal review and reflects the revisions approved periodically by the City Council.

Forecast - The forecast shows a projection determined by adding the amount actually received or expended to date, plus the months remaining of the revised budget after the period being reported, i.e. annual revised budget - YTD budget + actual.

Permanent Variance - A variance between the budget and forecast which will be permanent and not corrected at a later date.

Timing Variance - A variance between the budget and forecast which will be corrected at a later time during the fiscal year.

Jo Krieger, Treasurer

Balance Sheet
As of February 28, 2018

City of St. Charles, Illinois
All Fund Types and Account Groups
Combined Balance Sheet
February 28, 2018

	Total Memorandum Only	Governmental Funds				Proprietary Funds		Fiduciary Funds	Account Groups
		General Corporate	Special Revenue	Capital Projects	Debt Service	Enterprise	Internal Service	Trust	General Fixed Assets & Debt
<u>Assets</u>									
Cash & Investments	\$ 137,033,844	\$ 22,217,137	\$ 2,556,356	\$ 2,856,834	\$ 1,988	\$ 25,954,716	\$ 11,288,328	\$ 72,158,485	\$ -
Restricted Cash	5,872,129	-	-	2,528,127	1,433,092	1,885,926	24,984	-	-
Receivables									
Property Taxes	14,254,446	12,450,756	1,505,930	-	262,760	35,000	-	-	-
Customers - Net	8,624,738	312,368	-	-	-	8,308,397	3,973	-	-
Interest	126,388	10,419	-	-	-	874	-	115,095	-
Prepaid Expenses	540,742	115,261	-	-	-	164,566	215,885	45,030	-
Due from Other Governments	4,489,265	4,417,069	72,196	-	-	-	-	-	-
Due from Other Funds	1,193,086	248,086	-	-	945,000	-	-	-	-
Due from Other Companies	1,336	-	-	-	-	-	1,336	-	-
Inventory	5,368,981	-	-	-	-	-	5,368,981	-	-
Deferred Charges	16,704,728	-	-	-	-	1,909,997	-	-	14,794,731
Advances to Other Funds	6,608,090	5,744,802	-	-	-	863,288	-	-	-
Other Assets	682,870	682,870	-	-	-	-	-	-	-
Capital Assets									
Land	62,278,361	-	-	-	-	2,162,294	-	-	60,116,067
Intangibles	4,336,135	-	-	-	-	647,753	-	-	3,688,382
Buildings	114,053,746	-	-	-	-	61,846,973	-	-	52,206,773
Improvements	341,299,925	-	-	-	-	184,214,058	1,233,272	-	155,852,595
Equipment	12,212,830	-	-	-	-	6,783,987	445,871	-	4,982,972
Vehicles	13,668,365	-	-	-	-	4,117,321	9,551,044	-	-
Construction in Progress	8,762,431	-	-	-	-	8,431,041	-	-	331,390
Accumulated Depreciation	(234,969,023)	-	-	-	-	(124,055,170)	(5,652,492)	-	(105,261,361)
Total Assets	\$ 523,143,413	\$ 46,198,768	\$ 4,134,482	\$ 5,384,961	\$ 2,642,840	\$ 183,271,021	\$ 22,481,182	\$ 72,318,610	\$ 186,711,549

City of St. Charles, Illinois
All Fund Types and Account Groups
Combined Balance Sheet
February 28, 2018

	Total Memorandum Only	Governmental Funds				Proprietary Funds		Fiduciary Funds	Account Groups
		General Corporate	Special Revenue	Capital Projects	Debt Service	Enterprise	Internal Service	Trust	General Fixed Assets & Debt
Liabilities & Equity									
Liabilities-									
Accounts Payable	\$ 4,941,266	\$ 1,053,306	\$ -	\$ 166,144	\$ -	\$ 3,610,922	\$ 110,894	\$ -	\$ -
Contracts Payable	868,099	-	280,456	9,551	-	578,092	-	-	-
Claims Payable	1,559,423	-	-	-	-	314,854	1,244,569	-	-
Accrued Salaries	484,069	370,371	-	-	-	98,846	14,852	-	-
Accrued Interest	1,671,628	-	-	-	-	463,252	-	-	1,208,376
Escrows & Deposits	2,575,857	2,053,018	-	-	-	522,839	-	-	-
Due to Other Funds	1,193,086	945,000	-	-	248,086	-	-	-	-
Deferred Revenue	17,516,883	12,514,072	1,505,930	-	262,760	128,160	-	-	3,105,961
Due to Other Governments	406,450	-	63,784	-	-	342,666	-	-	-
Advances from Other Funds	6,608,090	-	3,345,386	1,144,416	-	1,255,000	863,288	-	-
Accrued Compensated Absences	4,009,182	-	-	-	-	517,634	99,695	-	3,391,853
Net OPEB Obligation	6,155,720	-	-	-	-	907,290	219,028	-	5,029,402
Net Pension Liability	61,556,388	-	-	-	-	4,554,574	-	-	57,001,814
General Obligation Bonds	86,991,973	-	-	-	-	17,866,142	-	-	69,125,831
Revenue Bonds	6,485,000	-	-	-	-	-	-	-	6,485,000
Installment Contracts	66,108	-	-	-	-	-	-	-	66,108
IEPA Loans	27,838,485	-	-	-	-	27,838,485	-	-	-
Total Liabilities	230,927,707	16,935,767	5,195,556	1,320,111	510,846	58,998,756	2,552,326	-	145,414,345
Equity-									
Fund Balance	75,695,975	29,263,001	(1,061,074)	4,064,850	2,131,994	-	-	-	41,297,204
Retained Earnings	216,519,731	-	-	-	-	124,272,265	19,928,856	72,318,610	-
Total Equity	292,215,706	29,263,001	(1,061,074)	4,064,850	2,131,994	124,272,265	19,928,856	72,318,610	41,297,204
Total Liabilities & Equity	\$ 523,143,413	\$ 46,198,768	\$ 4,134,482	\$ 5,384,961	\$ 2,642,840	\$ 183,271,021	\$ 22,481,182	\$ 72,318,610	\$ 186,711,549

**Summary of Revenue and Expenditures
for the Period Ending February 28, 2018**

Monthly Council Treasurer's Report
May 1, 2017 - February 28, 2018

<u>Actual</u>	<u>Budget</u>	<u>Last Year</u>		<u>Original Budget</u>	<u>Revised Budget</u>	<u>Forecast</u>
			Corporate Fund			
			Revenue			
12,389,897	12,498,377	12,447,465	Property Taxes	12,498,375	12,498,375	12,498,375
14,516,607	14,646,442	14,069,903	Sales & Use Taxes	17,766,634	17,663,964	17,534,129
46,197	59,746	46,582	Admission Taxes	70,668	70,668	57,119
3,077,149	3,380,916	3,113,409	Franchise Fees	3,927,453	3,927,453	3,623,686
1,694,646	1,695,554	1,675,860	Hotel Tax	1,885,532	1,885,532	1,884,624
713,277	805,255	774,060	Telecommunication Tax	958,848	958,848	866,870
1,041,112	1,009,442	988,366	Alcohol Tax	1,159,725	1,159,725	1,191,395
673,452	493,462	499,075	Licenses & Permits	550,876	550,876	730,866
349,044	338,899	298,294	Fines & Court Fees	412,606	412,606	422,751
2,527,813	2,752,482	2,626,706	State Tax Allotments	3,546,146	3,267,161	3,042,492
252,209	215,872	230,267	Intergovernmental Revenue	266,972	266,972	303,309
421,215	393,551	417,562	Reimbursement for Services	466,805	503,158	530,822
90,199	76,299	95,990	Miscellaneous Revenue	91,647	91,647	105,547
5,817	8,032	14,984	Sale of Property	8,500	8,500	6,285
207,920	118,501	144,423	Investment Income	146,350	146,350	235,769
195,000	195,000	190,000	Interfund Transfers	195,000	195,000	195,000
38,201,554	38,687,830	37,632,946	Total Revenue	43,952,137	43,606,835	43,229,039
			Expenditures			
24,661,352	25,249,895	23,256,105	Personal Services	30,003,305	29,997,550	29,409,007
1,181,524	1,375,397	991,763	Commodities	1,526,661	1,734,788	1,540,915
7,139,030	8,317,895	7,329,179	Contractual Services	10,043,644	10,543,171	9,364,306
1,373,189	1,375,090	1,404,547	Replacement Reserves	1,375,090	1,375,090	1,373,189
183,156	180,808	154,478	Other Operating Expenditures	174,383	224,257	226,605
(4,271,880)	(4,271,880)	(4,170,640)	Allocations	(5,126,250)	(5,126,250)	(5,126,250)
91,327	91,327	74,167	Capital	136,350	146,320	146,320
3,821	3,821	3,821	Debt Service Costs	4,586	4,586	4,586
6,466,202	6,466,202	4,288,503	Interfund Transfers	6,464,368	6,567,206	6,567,206
36,827,721	38,788,555	33,331,923	Total Expenditures	44,602,137	45,466,718	43,505,884

**Monthly Council Treasurer's Report
May 1, 2017 - February 28, 2018**

<u>Actual</u>	<u>Budget</u>	<u>Last Year</u>		<u>Original Budget</u>	<u>Revised Budget</u>	<u>Forecast</u>
			Electric Fund			
			Revenue			
35,000	35,000	35,000	Property Taxes	35,000	35,000	35,000
52,567,584	52,564,098	52,854,140	User Charges	61,799,564	61,799,564	61,803,050
1,226,653	1,084,327	1,082,500	Reimbursement for Services	279,000	1,109,000	1,251,326
212,657	153,287	88,942	Miscellaneous Revenue	174,500	174,500	233,870
33,721	38,025	94,082	Sale of Property	40,000	40,000	35,696
304,927	304,927	287,192	Reserves	304,927	304,927	304,927
119,332	10,458	32,642	Investment Income	15,000	15,000	123,874
-	-	3,121,983	Financing Proceeds	2,230,000	2,230,000	2,230,000
61,664	61,664	61,664	Interfund Transfers	295,664	162,664	162,664
54,561,538	54,251,786	57,658,145	Total Revenue	65,173,655	65,870,655	66,180,407
			Expenditures			
2,938,315	3,160,879	2,906,602	Personal Services	3,875,812	3,875,312	3,652,748
201,535	267,443	142,076	Commodities	292,443	346,404	280,496
36,336,997	37,926,858	36,062,177	Contractual Services	44,741,814	44,946,322	43,356,461
226,750	226,750	212,192	Replacement Reserves	226,750	226,750	226,750
4,441,643	5,045,122	4,356,932	Other Operating Expenditures	6,215,723	6,216,261	5,612,782
1,723,850	1,723,850	1,643,080	Allocations	2,068,619	2,068,619	2,068,619
2,959,143	2,959,143	2,684,136	Capital	4,664,350	7,961,591	7,961,591
1,282,762	1,282,762	1,082,438	Debt Service Costs	1,282,771	1,282,771	1,282,771
499,870	499,870	498,429	Interfund Transfers	499,869	499,869	499,869
50,610,865	53,092,677	49,588,062	Total Expenditures	63,868,151	67,423,899	64,942,087
			Water Fund			
			Revenue			
144,660	220,000	-	Intergovernmental Revenue	220,000	220,000	144,660
5,231,385	5,386,837	4,883,451	User Charges	6,276,524	6,276,524	6,121,072
20,611	18,227	16,945	Reimbursement for Services	22,850	22,850	25,234
420,339	163,485	167,864	Miscellaneous Revenue	171,170	171,170	428,024
56,478	27,953	33,539	Sale of Property	30,000	30,000	58,525
129,614	129,614	132,868	Reserves	129,614	129,614	129,614
44,508	29,334	30,902	Investment Income	32,650	32,650	47,824
-	-	2,609,468	Financing Proceeds	672,000	672,000	672,000
6,047,595	5,975,450	7,875,037	Total Revenue	7,554,808	7,554,808	7,626,953

Monthly Council Treasurer's Report
May 1, 2017 - February 28, 2018

<u>Actual</u>	<u>Budget</u>	<u>Last Year</u>		<u>Original Budget</u>	<u>Revised Budget</u>	<u>Forecast</u>
Water Fund Continued						
Expenditures						
1,164,860	1,254,453	1,139,420	Personal Services	1,536,932	1,537,332	1,447,739
406,442	462,267	328,951	Commodities	573,154	604,692	548,867
741,343	897,564	756,370	Contractual Services	1,100,752	1,149,495	993,274
91,352	91,352	92,868	Replacement Reserves	91,352	91,352	91,352
101,815	109,944	53,119	Other Operating Expenditures	72,612	131,842	123,713
756,980	756,980	746,680	Allocations	908,373	908,373	908,373
923,329	923,329	986,648	Capital	2,570,192	2,456,860	2,456,860
1,155,991	1,155,991	902,968	Debt Service Costs	1,240,816	1,271,854	1,271,854
159,509	159,509	159,415	Interfund Transfers	159,509	159,509	159,509
5,501,621	5,811,389	5,166,439	Total Expenditures	8,253,692	8,311,309	8,001,541
Wastewater Fund						
Revenue						
29,151	28,000	27,557	Intergovernmental Revenue	28,000	28,000	29,151
7,990,087	8,349,414	7,441,349	User Charges	9,926,701	9,926,701	9,567,374
24,113	19,920	19,797	Reimbursement for Services	25,000	25,000	29,193
732,569	118,656	126,646	Miscellaneous Revenue	119,000	119,000	732,913
-	5,050	-	Sale of Property	5,050	5,050	-
298,890	298,890	306,671	Reserves	298,890	298,890	298,890
31,171	13,842	17,010	Investment Income	15,500	15,500	32,829
2,371,369	2,371,369	-	Financing Proceeds	7,108,000	14,918,379	14,918,379
11,477,350	11,205,141	7,939,030	Total Revenue	17,526,141	25,336,520	25,608,729
Expenditures						
1,685,397	1,728,790	1,638,957	Personal Services	2,108,982	2,108,872	2,065,479
216,604	219,082	171,536	Commodities	288,210	300,258	297,780
1,343,036	1,512,164	1,566,924	Contractual Services	2,180,966	2,276,147	2,107,019
198,768	198,768	206,671	Replacement Reserves	198,768	198,768	198,768
65,019	72,419	63,396	Other Operating Expenditures	85,848	85,848	78,448
1,122,580	1,122,580	1,110,140	Allocations	1,347,093	1,347,093	1,347,093
1,979,336	1,979,336	1,182,852	Capital	7,890,200	15,999,687	15,999,687
2,162,322	2,162,322	2,070,290	Debt Service Costs	2,162,331	2,162,331	2,162,331
304,175	304,175	303,692	Interfund Transfers	304,175	304,175	304,175
9,077,237	9,299,636	8,314,458	Total Expenditures	16,566,573	24,783,179	24,560,780

**Monthly Council Treasurer's Report
May 1, 2017 - February 28, 2018**

<u>Actual</u>	<u>Budget</u>	<u>Last Year</u>		<u>Original Budget</u>	<u>Revised Budget</u>	<u>Forecast</u>
			Refuse Fund			
			Revenue			
432,913	430,035	426,343	User Charges	516,560	516,560	519,438
-	-	-	Reimbursement for Services	-	-	-
6,758	7,732	7,778	Miscellaneous Revenue	7,900	7,900	6,926
7,967	8,027	39,371	Sale of Property	10,000	10,000	9,940
1,764	789	1,025	Investment Income	900	900	1,875
80,000	80,000	232,345	Interfund Transfers	80,000	80,000	80,000
529,402	526,583	706,862	Total Revenue	615,360	615,360	618,179
			Expenditures			
4,405	6,000	3,778	Commodities	6,000	6,000	4,405
531,455	539,282	685,558	Contractual Services	534,336	562,786	554,959
-	1,110	-	Other Operating Expenditures	1,332	1,332	222
58,120	58,120	77,350	Allocations	69,744	69,744	69,744
593,980	604,512	766,686	Total Expenditures	611,412	639,862	629,330
			TIF Funds			
			Revenue			
1,452,752	1,633,971	1,618,424	Property Taxes	1,633,970	1,633,970	1,452,751
-	33,492	28,156	Sales & Use Taxes	33,492	33,492	-
-	73,586	62,214	Hotel Tax	73,586	73,586	-
2,857	1,372	1,359	Investment Income	1,458	1,458	2,943
-	-	-	Interfund Transfers	-	-	-
1,455,609	1,742,421	1,710,153	Total Revenue	1,742,506	1,742,506	1,455,694
			Expenditures			
14,146	-	-	Contractual Services	-	-	14,146
1,152,352	1,152,352	1,516,488	Interfund Transfers	1,307,420	1,152,352	1,152,352
1,166,498	1,152,352	1,516,488	Total Expenditures	1,307,420	1,152,352	1,166,498
			Motor Fuel Tax Fund			
			Revenue			
744,045	717,905	741,914	State Tax Allotments	845,000	845,000	871,140
10,830	3,217	4,180	Investment Income	4,000	4,000	11,613
-	-	-	Interfund Transfers	-	-	-
754,875	721,122	746,094	Total Revenue	849,000	849,000	882,753

**Monthly Council Treasurer's Report
May 1, 2017 - February 28, 2018**

<u>Actual</u>	<u>Budget</u>	<u>Last Year</u>		<u>Original Budget</u>	<u>Revised Budget</u>	<u>Forecast</u>
			Motor Fuel Tax Fund Continued			
			Expenditures			
856,524	856,524	1,214,037	Capital	1,453,822	1,453,822	1,453,822
856,524	856,524	1,214,037	Total Expenditures	1,453,822	1,453,822	1,453,822
			Capital Project Funds			
			Revenue			
24,305	24,475	24,475	Property Taxes	24,475	24,475	24,305
68,008	54,170	-	State Tax Allotments	65,000	65,000	78,838
82,890	-	502,247	Intergovernmental Revenue	-	-	82,890
-	-	1,200	Reimbursement for Services	-	-	-
108,230	54,957	396,182	Miscellaneous Revenue	44,000	62,287	115,560
294,971	296,872	232,098	Reserves	250,872	296,872	294,971
46,038	16,637	31,659	Investment Income	20,600	20,600	50,001
-	-	4,436,502	Financing Proceeds	2,843,468	3,548,768	3,548,768
5,387,892	5,387,892	661,213	Interfund Transfers	2,777,926	5,388,899	5,388,899
6,012,334	5,835,003	6,285,576	Total Revenue	6,026,341	9,406,901	9,584,232
			Expenditures			
-	-	-	Commodities	-	-	-
191,546	463,735	152,059	Contractual Services	161,000	465,274	193,085
-	-	208	Other Operating Expenditures	-	-	-
4,197,695	4,197,695	5,641,628	Capital	7,181,900	12,407,020	12,407,020
-	-	32,510	Debt Service Costs	-	-	-
3,251,239	3,251,239	597,938	Interfund Transfers	722,044	3,252,247	3,252,247
7,640,480	7,912,669	6,424,343	Total Expenditures	8,064,944	16,124,541	15,852,352
			Debt Service Funds			
			Revenue			
238,455	-	237,387	Property Taxes	-	-	238,455
697,538	786,715	658,495	Sales & Use Taxes	1,071,470	1,071,470	982,293
11,842	493	1,134	Investment Income	750	750	12,099
-	-	16,903,573	Financing Proceeds	-	-	-
6,170,454	6,170,454	6,220,907	Interfund Transfers	6,170,460	6,170,460	6,170,460
7,118,289	6,957,662	24,021,496	Total Revenue	7,242,680	7,242,680	7,403,307
			Expenditures			
7,273	7,278	121,378	Contractual Services	7,278	7,278	7,273
7,175,901	7,175,901	24,215,664	Debt Service Costs	7,366,455	7,366,455	7,366,455
7,183,174	7,183,179	24,337,042	Total Expenditures	7,373,733	7,373,733	7,373,728

**Monthly Council Treasurer's Report
May 1, 2017 - February 28, 2018**

<u>Actual</u>	<u>Budget</u>	<u>Last Year</u>		<u>Original Budget</u>	<u>Revised Budget</u>	<u>Forecast</u>
			Inventory Fund			
			Revenue			
-	-	-	Miscellaneous Revenue	-	-	-
551,948	582,075	516,239	Charges to Other Funds	1,006,024	1,006,024	975,897
1,756,766	2,076,982	1,658,342	Sale of Inventory	3,000,000	3,000,000	2,679,784
455	6,000	6,700	Sale of Property	6,000	6,000	455
23,964	22,063	24,613	Reserves	22,063	22,063	23,964
(1,537)	-	(129)	Investment Income	-	-	(1,537)
2,331,596	2,687,120	2,205,765	Total Revenue	4,034,087	4,034,087	3,678,563
			Expenditures			
358,990	377,550	366,352	Personal Services	461,887	461,537	442,977
1,798,148	2,110,478	1,677,801	Commodities	3,041,443	3,042,093	2,729,763
51,987	43,595	37,855	Contractual Services	66,513	68,776	77,168
15,579	15,579	14,613	Replacement Reserves	13,678	15,579	15,579
3,179	3,449	2,209	Other Operating Expenditures	2,076	3,893	3,623
258,410	258,410	250,100	Allocations	310,092	310,092	310,092
989	989	998	Capital	-	1,186	1,186
2,487,282	2,810,050	2,349,928	Total Expenditures	3,895,689	3,903,156	3,580,388
			Motor Vehicle Replacement Fund			
			Revenue			
-	-	-	Miscellaneous Revenue	-	-	-
866,807	1,378,029	1,066,542	Charges to Other Funds	1,640,285	1,640,285	1,129,063
8,031	-	141,160	Sale of Property	-	-	8,031
1,215,553	1,215,553	1,264,572	Reserves	1,215,553	1,215,553	1,215,553
33,228	5,645	8,309	Investment Income	7,500	7,500	35,083
2,123,619	2,599,227	2,480,583	Total Revenue	2,863,338	2,863,338	2,387,730
			Expenditures			
445,233	552,740	489,805	Personal Services	672,451	674,451	566,944
271,995	331,947	297,801	Commodities	398,624	398,591	338,639
132,316	151,020	120,753	Contractual Services	209,555	212,459	193,755
9,147	9,147	8,746	Replacement Reserves	9,147	9,147	9,147
101,120	33,729	29,359	Other Operating Expenditures	43,080	46,263	113,654
238,350	238,350	232,480	Allocations	286,021	286,021	286,021
754,896	754,896	1,483,194	Capital	289,000	1,044,043	1,044,043
-	-	-	Interfund Transfers	-	-	-
1,953,057	2,071,829	2,662,138	Total Expenditures	1,907,878	2,670,975	2,552,203

**Monthly Council Treasurer's Report
May 1, 2017 - February 28, 2018**

<u>Actual</u>	<u>Budget</u>	<u>Last Year</u>		<u>Original Budget</u>	<u>Revised Budget</u>	<u>Forecast</u>
			Health Insurance Fund			
			Revenue			
-	-	-	Miscellaneous Revenue	-	-	-
3,527,232	3,561,435	3,526,511	Insurance Premiums	4,279,000	4,279,000	4,244,797
20,436	8,307	9,869	Investment Income	18,000	18,000	30,129
3,547,668	3,569,742	3,536,380	Total Revenue	4,297,000	4,297,000	4,274,926
			Expenditures			
13,005	36,044	20,477	Personal Services	38,920	38,920	15,881
1,923	4,036	828	Commodities	4,300	4,300	2,187
690,474	786,573	649,956	Contractual Services	784,025	886,700	790,601
2,889,534	2,825,493	2,633,004	Other Operating Expenditures	3,288,500	3,469,537	3,533,578
93,730	93,730	91,440	Allocations	112,476	112,476	112,476
-	-	-	Interfund Transfers	-	-	-
3,688,666	3,745,876	3,395,705	Total Expenditures	4,228,221	4,511,933	4,454,723
			WC & Liability Fund			
			Revenue			
28,405	20,001	37,949	Miscellaneous Revenue	20,000	20,000	28,404
1,000,000	1,000,000	1,000,000	Insurance Premiums	1,000,000	1,000,000	1,000,000
35,017	10,804	16,858	Investment Income	15,000	15,000	39,213
-	-	60,000	Interfund Transfers	-	-	-
1,063,422	1,030,805	1,114,807	Total Revenue	1,035,000	1,035,000	1,067,617
			Expenditures			
483,959	487,282	457,026	Contractual Services	485,700	508,025	504,702
317,503	334,273	196,918	Other Operating Expenditures	456,000	461,333	444,563
9,310	9,310	9,080	Allocations	11,172	11,172	11,172
-	-	-	Interfund Transfers	-	-	-
810,772	830,865	663,024	Total Expenditures	952,872	980,530	960,437

**Monthly Council Treasurer's Report
May 1, 2017 - February 28, 2018**

<u>Actual</u>	<u>Budget</u>	<u>Last Year</u>		<u>Original Budget</u>	<u>Revised Budget</u>	<u>Forecast</u>
			Communications Fund			
			Revenue			
114,143	241,082	155,462	User Charges	476,474	476,474	349,535
11,510	11,510	12,037	Reserves	11,510	11,510	11,510
1,414	551	635	Investment Income	650	650	1,513
-	-	-	Interfund Transfers	-	-	-
127,067	253,143	168,134	Total Revenue	488,634	488,634	362,558
			Expenditures			
98,398	152,120	109,435	Personal Services	171,988	183,662	129,940
5,519	7,785	2,563	Commodities	8,100	8,100	5,834
26,185	68,362	37,200	Contractual Services	83,373	83,373	41,196
1,103	1,103	1,037	Replacement Reserves	1,103	1,103	1,103
8,420	7,870	9,000	Other Operating Expenditures	8,840	8,840	9,390
10,550	10,550	10,290	Allocations	12,660	12,660	12,660
102,825	102,825	83,882	Capital	127,500	173,476	173,476
61,664	61,664	61,664	Interfund Transfers	61,664	61,664	61,664
314,664	412,279	315,071	Total Expenditures	475,228	532,878	435,263

**Monthly Council Treasurer's Report
May 1, 2017 - February 28, 2018**

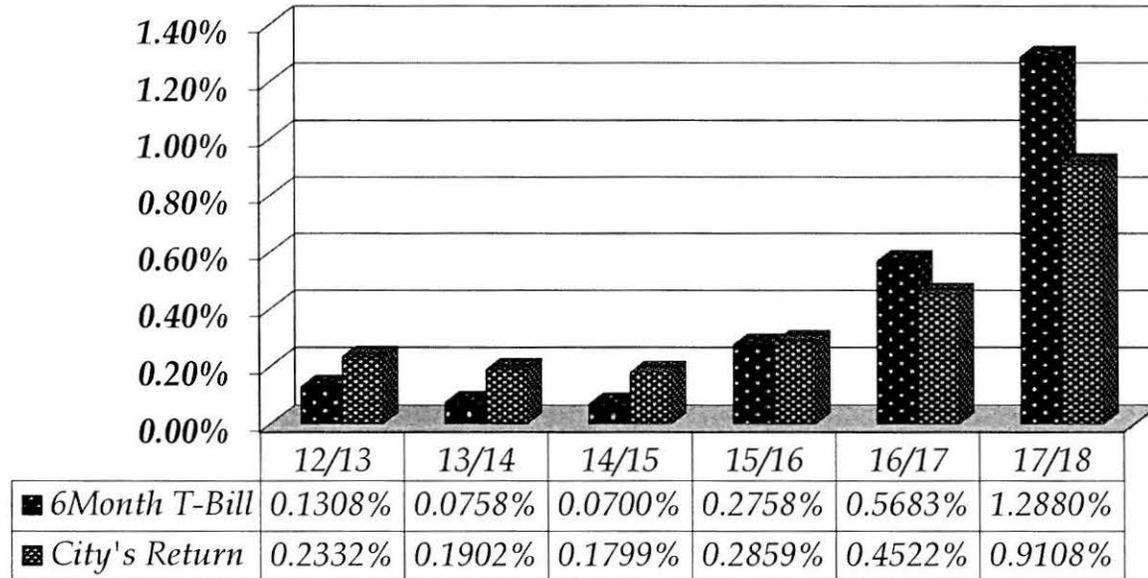
<u>Actual</u>	<u>Budget</u>	<u>Last Year</u>		<u>Original Budget</u>	<u>Revised Budget</u>	<u>Forecast</u>
All Funds						
Revenue						
14,140,409	14,191,823	14,362,751	Property Tax	14,191,820	14,191,820	14,248,886
15,214,145	15,466,649	14,756,554	Sales & Use Tax	18,871,596	18,768,926	18,516,422
46,197	59,746	46,582	Admissions Tax	70,668	70,668	57,119
3,077,149	3,380,916	3,113,409	Franchise Fees	3,927,453	3,927,453	3,623,686
1,694,646	1,769,140	1,738,074	Hotel Tax	1,959,118	1,959,118	1,884,624
713,277	805,255	774,060	Telecommunication Tax	958,848	958,848	866,870
1,041,112	1,009,442	988,366	Alcohol Tax	1,159,725	1,159,725	1,191,395
673,452	493,462	499,075	Licenses & Permits	550,876	550,876	730,866
349,044	338,899	298,294	Fines & Court Fees	412,606	412,606	422,751
3,339,866	3,524,557	3,368,620	State Tax Allotments	4,456,146	4,177,161	3,992,470
508,910	463,872	760,071	Intergovernmental Revenue	514,972	514,972	560,010
66,336,112	66,971,466	65,760,745	User Charges	78,995,823	78,995,823	78,360,469
1,692,592	1,516,025	1,538,004	Reimbursement for Services	793,655	1,660,008	1,836,575
1,599,157	594,417	921,351	Miscellaneous Revenue	628,217	646,504	1,651,244
1,418,755	1,960,104	1,582,781	Charges to Other Funds	2,646,309	2,646,309	2,104,960
1,869,235	2,170,069	1,988,178	Sale Of Property	3,099,550	3,099,550	2,798,716
2,279,429	2,279,429	2,260,051	Reserves	2,233,429	2,279,429	2,279,429
4,527,232	4,561,435	4,526,511	Insurance Premiums	5,279,000	5,279,000	5,244,797
564,820	219,950	299,876	Investment Income	278,358	278,358	623,228
2,371,369	2,371,369	27,071,526	Financing Proceeds	12,853,468	21,369,147	21,369,147
11,895,010	11,895,010	7,426,129	Interfund Transfers	9,519,050	11,997,023	11,997,023
135,351,918	136,043,035	154,081,008	Total Revenue	163,400,687	174,943,324	174,360,687
Expenditures						
31,365,550	32,512,471	29,927,153	Personal Services	38,870,277	38,877,636	37,730,715
4,088,095	4,784,435	3,617,097	Commodities	6,138,935	6,445,226	5,748,886
47,689,747	51,201,608	47,976,435	Contractual Services	60,398,956	61,709,806	58,197,945
1,915,888	1,917,789	1,940,674	Replacement Reserves	1,915,888	1,917,789	1,915,888
8,111,389	8,614,217	7,498,623	Other Operating Expenditures	10,348,394	10,649,406	10,146,578
-	-	-	Allocations	-	-	-
11,866,064	11,866,064	13,351,542	Capital	24,313,314	41,644,005	41,644,005
11,780,797	11,780,797	28,307,691	Debt Service Costs	12,056,959	12,087,997	12,087,997
11,895,011	11,895,011	7,426,129	Interfund Transfers	9,519,049	11,997,022	11,997,022
128,712,541	134,572,392	140,045,344	Total Expenditures	163,561,772	185,328,887	179,469,036

Investment Summary

February 28, 2018

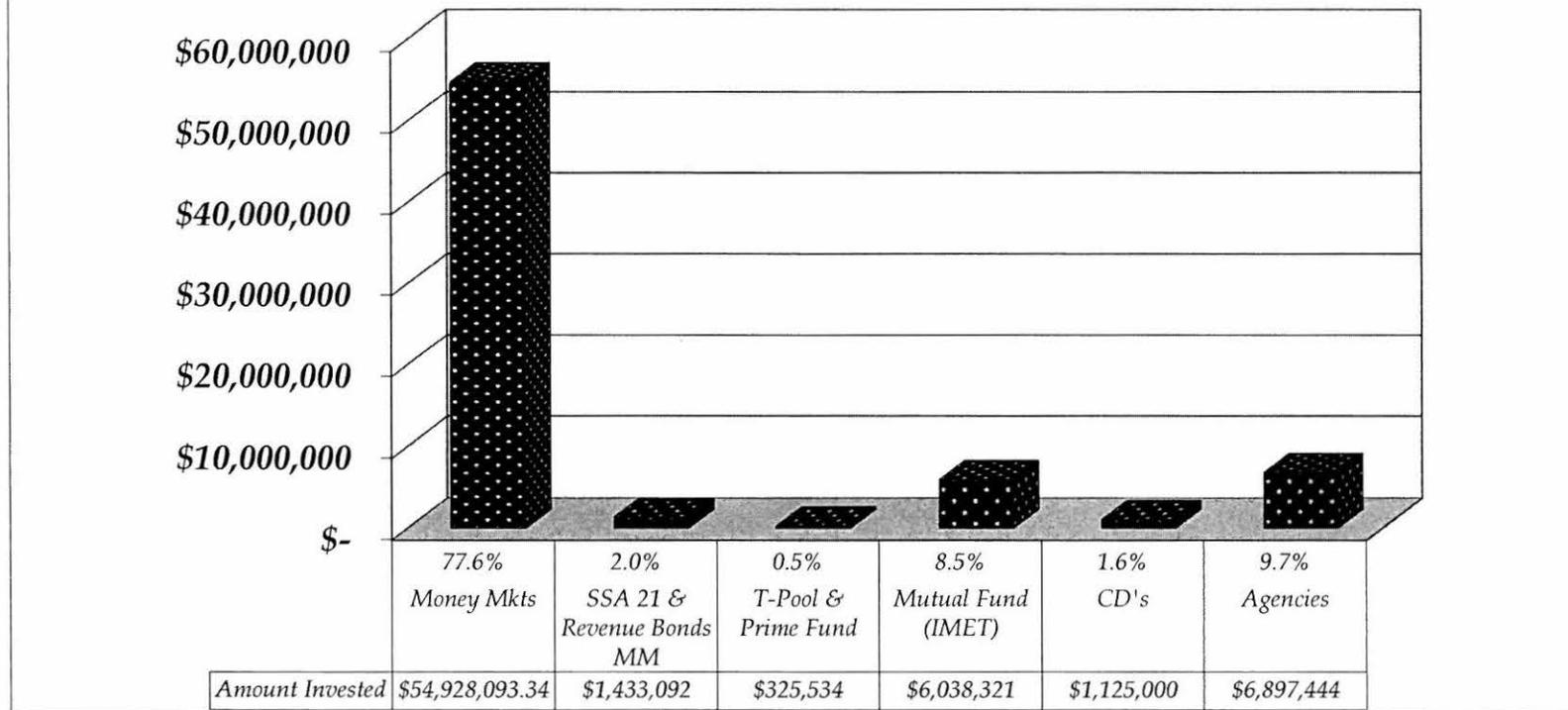


City of St. Charles Investment Portfolio Earnings Comparison



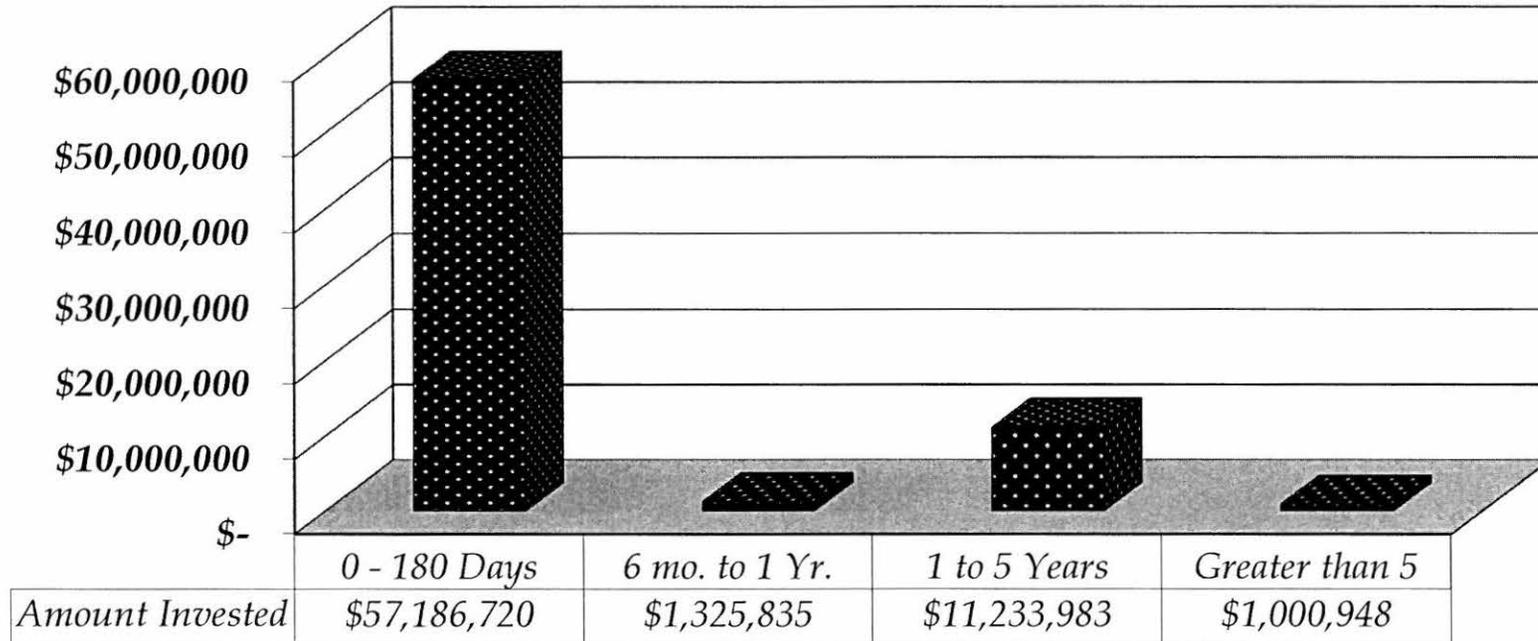
The chart above displays the return on investments for the City of St. Charles portfolio by fiscal year. The Current fiscal year return is computed from May 1 to the current month end. We are comparing the City's return to the average return on the 6 month T-Bill for the same period of time. The City invests in some longer term securities in order to maximize returns. Historically, the City has proven to prevail with this type of philosophy. During sharp rises in interest rates, the City's portfolio may not seem to perform as well, but over time, when combined with the higher returns, the City still comes out ahead. This graph does not include any pension funds.

City of St. Charles Investment Portfolio by Type - February 28, 2018



The chart above displays the City of St. Charles investment portfolio by type of investment. As shown the portfolio is distributed among several investment types. US Treasuries include Treasury Bills, Treasury Notes, Zero Coupon Bonds and Treasury Bonds. The City invests in US Agencies which are government agencies such as Federal Home Loan Bank and Farm Credit Bank. These yield a higher return than treasuries and afford government protection. Money is invested in the Treasurer's Pool, IMET, Commercial Paper and Certificates of Deposit. The City tries to maintain a diversified portfolio to maximize return yet, most importantly, to preserve principal. This chart is only the City's main portfolio and bond investments. SSA 21 and Revenue Bonds money markets are held by Amalgamated Bank in Chicago for investment for those bond issues. This chart does not include pension funds.

City of St. Charles Investment Portfolio Composition - February 28, 2018



The chart above displays the aging of the City of St. Charles investment portfolio. A portion of the City's money is invested in U.S. Agencies, the Treasurer's Pool, commercial paper, collateralized certificates of deposit, as well as IMET (the intergovernmental mutual fund). The City's portfolio is also inflated by bond proceeds which must remain short term to cover construction payouts. The City does invest in some long term securities for capital gains purposes. However, according to policy that amount does not exceed 9% of cost. Timing maturities is very important for the City. We need to allow for cash flow yet maximize return by investing in longer maturities which typically earn a higher yield. Investment maturities are "laddered" as much as possible, to allow for any unforeseen expenditure. The City does not invest funds for the police and fire pension funds, therefore they are not part of this chart.

3/16/2018

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

2/26/2018 - 3/11/2018

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
112	ATHLETICO LTD					
		96926	1,740.00	03/08/2018	5862	TRAINING/IND REHAB
	ATHLETICO LTD Total		1,740.00			
114	DG HARDWARE					
		91510	25.15	03/08/2018	71772/F	MISC SUPPLIES
		91510	10.95	03/08/2018	71793/F	DRILL BIT AND FASTENERS
		91510	10.78	03/08/2018	71822/F	SPRYPAINT YELLOW
		91510	4.99	03/01/2018	71718/F	MENDING BRACE AND FASTEN
	DG HARDWARE Total		51.87			
128	HARDER CORP					
		95871	302.12	03/01/2018	R123861	INVENTORY ITEMS
		95592	97.20	03/08/2018	R123675-01	INVENTORY ITEMS
		96084	102.20	03/08/2018	R123985	INVENTORY ITEMS
	HARDER CORP Total		501.52			
139	AFLAC					
			24.92	03/02/2018	ACAN180302140259IS	AFLAC Cancer Insurance
			38.58	03/02/2018	ACAN180302140259PI	AFLAC Cancer Insurance
			97.37	03/02/2018	ACAN180302140259PV	AFLAC Cancer Insurance
			25.20	03/02/2018	ADIS180302140259FD	AFLAC Disability and STD
			26.21	03/02/2018	ADIS180302140259FN	AFLAC Disability and STD
			105.40	03/02/2018	ADIS180302140259PD	AFLAC Disability and STD
			20.08	03/02/2018	ADIS180302140259PV	AFLAC Disability and STD
			8.10	03/02/2018	AHIC180302140259FD	AFLAC Hospital Intensive Care
			8.10	03/02/2018	AHIC180302140259PD	AFLAC Hospital Intensive Care
			33.84	03/02/2018	AHIC180302140259PV	AFLAC Hospital Intensive Care
			57.23	03/02/2018	APAC180302140259FI	AFLAC Personal Accident
			16.32	03/02/2018	APAC180302140259FN	AFLAC Personal Accident
			47.30	03/02/2018	APAC180302140259PI	AFLAC Personal Accident
			13.38	03/02/2018	APAC180302140259PV	AFLAC Personal Accident
			13.57	03/02/2018	ASPE180302140259FN	AFLAC Specified Event (PRP)
			17.04	03/02/2018	ASPE180302140259PV	AFLAC Specified Event (PRP)
			123.02	03/02/2018	AVOL180302140259PI	AFLAC Voluntary Indemnity

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			63.94	03/02/2018	AVOL180302140259PV	AFLAC Voluntary Indemnity
	AFLAC Total		<u>739.60</u>			
145	AIR ONE EQUIPMENT INC					
		95720	958.80	03/01/2018	129970	MISC SUPPLIES
		95721	651.80	03/01/2018	129971	MISC PARTS
		95722	639.20	03/01/2018	129972	MISC SUPPLIES
		95168	2,320.00	03/08/2018	130282	ST CHARLES SPEC TAILS/PANT
	AIR ONE EQUIPMENT INC Total		<u>4,569.80</u>			
149	ALARM DETECTION SYSTEMS INC					
		91775	333.75	03/08/2018	SI-478832	SVC @ STC HISTOR MUSEUM
	ALARM DETECTION SYSTEMS INC Total		<u>333.75</u>			
156	A L EQUIPMENT COMPANY INC					
		95761	1,430.25	03/08/2018	183711	IMPELLER
	A L EQUIPMENT COMPANY INC Total		<u>1,430.25</u>			
186	AMALGAMATED BANK OF CHICAGO					
			475.00	03/08/2018	1855138001E	STC SERIES 2013A
	AMALGAMATED BANK OF CHICAGO Total		<u>475.00</u>			
221	ANDERSON PEST CONTROL					
			571.66	03/01/2018	4669338	MONTHLY SVC - MARCH 2018
	ANDERSON PEST CONTROL Total		<u>571.66</u>			
250	ARCHON CONSTRUCTION CO					
		93919	9,332.00	03/08/2018	17-635F	WATER REPAIR COUNTRY CLU
		96449	6,075.00	03/08/2018	17-673F	36W720 WILDROSE SWR EMEC
		87273	228,671.85	03/01/2018	16-182F	SUBSTATION 9 PROJECT
	ARCHON CONSTRUCTION CO Total		<u>244,078.85</u>			
272	ASK ENTERPRISES & SON INC					
			-526.79	03/01/2018	23472C	CREDITS INV 23472 PO 93951
		96070	895.00	03/01/2018	23490	INVENTORY ITEMS
		96056	647.50	03/08/2018	23491	INVENTORY ITEMS
		95910	490.00	03/08/2018	23492	INVENTORY ITEMS
	ASK ENTERPRISES & SON INC Total		<u>1,505.71</u>			
284	AT&T					
			65.46	03/01/2018	020818-678	SVCS 2-9 THRU 3-8-18

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	AT&T Total		<u>65.46</u>			
285	AT&T		1,952.40	03/01/2018	6646469303	MONTHLY SERVICE
	AT&T Total		<u>1,952.40</u>			
305	BADGER METER INC					
		95796	634.54	03/01/2018	1215632	REGISTRATION = MODEL 120
		94218	3,489.36	03/08/2018	1217379	METERS
	BADGER METER INC Total		<u>4,123.90</u>			
338	AIRGAS NORTH CENTRAL					
		92442	36.64	03/01/2018	9071127288	ACETYLENE
	AIRGAS NORTH CENTRAL Total		<u>36.64</u>			
342	BENTLEY SYSTEMS INC					
		96858	733.00	03/01/2018	47887371	MICROSTATION TL
	BENTLEY SYSTEMS INC Total		<u>733.00</u>			
364	STATE STREET COLLISION					
		96811	162.03	03/08/2018	6583	V#1998 RO#59984
	STATE STREET COLLISION Total		<u>162.03</u>			
369	BLUE GOOSE SUPER MARKET INC					
		91526	15.20	03/08/2018	00651079	DETECTIVE MTG - FEBRUARY
		91526	9.70	03/01/2018	00650430	APT MGR MEETING
	BLUE GOOSE SUPER MARKET INC Total		<u>24.90</u>			
378	BONNELL INDUSTRIES INC					
		96691	2,702.28	03/01/2018	0179252-IN	MISC SUPPLIES - FLEET
		96662	2,240.92	03/08/2018	0179561-IN	5/8X11' CARBON/CARRIAGE
		96810	6.06	03/08/2018	0179565-IN	ROD/CLIP
	BONNELL INDUSTRIES INC Total		<u>4,949.26</u>			
382	BOUND TREE MEDICAL LLC					
		95958	112.92	03/01/2018	82770047	GLOVE DISPENSER
		95958	75.28	03/01/2018	82771562	GLOVE DISPENSER
		96085	318.40	03/01/2018	82771563	GLOVES INVENTORY ITEMS
	BOUND TREE MEDICAL LLC Total		<u>506.60</u>			
387	BRANIFF COMMUNICATIONS INC					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		96847	380.00	03/01/2018	0031371	REPAIR OUTDOOR SIREN
	BRANIFF COMMUNICATIONS INC Total		380.00			
413	MIKE BURNETT					
			154.05	03/01/2018	022518	BOOTS - CABELA'S 2-25-18
	MIKE BURNETT Total		154.05			
424	ATLAN TECH RESELLERS INC					
		96167	24.13	03/01/2018	400331	CAT5E ETHERNET CABLE
		96359	2,659.72	03/01/2018	400722	CISCO PHONES
		96754	118.95	03/08/2018	401571	PHONE SUPPLIES
		96756	251.75	03/08/2018	401571A	CISCO PHONE SUPPLIES
	ATLAN TECH RESELLERS INC Total		3,054.55			
512	NORTHWEST NEWS GROUP					
		95396	9,571.86	03/08/2018	130061-0218	RESTAURANT WEEK
	NORTHWEST NEWS GROUP Total		9,571.86			
517	CINTAS CORPORATION					
		91640	112.98	03/08/2018	344701863	UNIFORM SVC - FLEET
		91640	112.98	03/01/2018	344698492	WEEKLY UNIFORMS
	CINTAS CORPORATION Total		225.96			
518	CLERK OF THE 18TH					
			150.00	03/01/2018	334986	BAIL BOND = M EBADI
	CLERK OF THE 18TH Total		150.00			
530	CLEAN SWEEP ENVIRONMENTAL INC					
		93511	10,362.50	03/01/2018	16167	SNOW PLOW FEB 5,7,9,10
		93511	3,650.00	03/01/2018	16176	SNOW PLOW 2-11-18
		93511	625.00	03/08/2018	16201	BOBCAT SVCS 2-17-18 SNOW F
	CLEAN SWEEP ENVIRONMENTAL INC Total		14,637.50			
549	COLLEGE OF DUPAGE					
			195.00	03/08/2018	030518	TUITION OCASEK 1/25-1/26
	COLLEGE OF DUPAGE Total		195.00			
564	COMCAST OF CHICAGO INC					
			12.66	03/08/2018	021618FD	SVCS 2-23 THRU 3-22-18
			149.85	03/08/2018	022118OFC	SVCS2-28 THRU 3-27-18
			13.93	03/08/2018	022518CH	SVC 3-7 THRU 4-6-18

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			56.98	03/08/2018	022518FD	SVC 3-7 THRU 4-6-18
	COMCAST OF CHICAGO INC Total		<u>233.42</u>			
579	COMMUNICATIONS DIRECT INC					
		96186	165.24	03/08/2018	IN145916	KENWOOD REMOTE SPEAKER
		96775	379.00	03/08/2018	SR113971	ANTENNE ACCESSORY KIT
	COMMUNICATIONS DIRECT INC Total		<u>544.24</u>			
608	SCOTT CORYELL					
			12.00	03/08/2018	030518	PER DIEM HONOR GUARD DRIL
	SCOTT CORYELL Total		<u>12.00</u>			
642	CUSTOM WELDING & FAB INC					
		94973	1,162.20	03/08/2018	170260	REPAIRS V#1881
	CUSTOM WELDING & FAB INC Total		<u>1,162.20</u>			
646	PADDOCK PUBLICATIONS INC					
		95616	600.00	03/08/2018	94176L01	RESTAURANT WEEK
			75.90	03/01/2018	T4493627	PUBLIC HEARING - CITY VIEW
	PADDOCK PUBLICATIONS INC Total		<u>675.90</u>			
716	DIXON ENGINEERING INC					
		92293	2,100.00	03/01/2018	18-3377	T-MOBILE ANTENNA REVIEW
		95940	4,455.00	03/08/2018	18-3430	CAMPTON TOWER PAINTING S
	DIXON ENGINEERING INC Total		<u>6,555.00</u>			
725	DON MCCUE CHEVROLET					
		96796	123.25	03/08/2018	404500	V#1884 RO#59965
	DON MCCUE CHEVROLET Total		<u>123.25</u>			
749	DUKES ROOT CONTROL INC					
		96088	3,000.00	03/01/2018	13747	JET POWER II
	DUKES ROOT CONTROL INC Total		<u>3,000.00</u>			
767	EAGLE ENGRAVING INC					
		91530	298.50	03/01/2018	2018-759	BADGES - PD
		91849	8.00	03/01/2018	2018-780	FIREGROUND TAG
		91530	10.50	03/08/2018	2018-819	POLICE DEPT SIGNS
		91530	619.50	03/08/2018	2018-909	BADGES
		91530	1,493.70	03/08/2018	2018-910	BADGES

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	EAGLE ENGRAVING INC Total		<u>2,430.20</u>			
789	ANIXTER INC	96803	770.40	03/06/2018	3817776-01	INVENTORY ITEMS
	ANIXTER INC Total		<u>770.40</u>			
790	ELGIN PAPER CO	96051	376.92	03/08/2018	600742	INVENTORY ITEMS
		96778	84.40	03/08/2018	600816	INVENTORY ITEMS
		96051	390.50	03/01/2018	600618	INVENTORY ITEMS
	ELGIN PAPER CO Total		<u>851.82</u>			
826	BORDER STATES	96083	381.34	03/01/2018	914676981	INVENTORY ITEMS
		96083	1,104.91	03/08/2018	914729412	INVENTORY ITEMS
		96005	86.92	03/08/2018	914729413	INVENTORY ITEMS
	BORDER STATES Total		<u>1,573.17</u>			
858	FEDERAL EXPRESS CORP		46.06	03/01/2018	6-095-97372	SHIPPING - PD
	FEDERAL EXPRESS CORP Total		<u>46.06</u>			
859	FEECE OIL CO	96773	1,019.26	03/08/2018	3528659	BIODIESEL
	FEECE OIL CO Total		<u>1,019.26</u>			
868	FINE LINE CREATIVE ARTS	92552	2,279.00	03/08/2018	VCCFIN0118	HTL TAX DSBRSMTS - JAN 20
	FINE LINE CREATIVE ARTS Total		<u>2,279.00</u>			
870	FIRE PENSION FUND		382.94	03/02/2018	FP1%180302140259FI	Fire Pension 1% Fee
			2,828.07	03/02/2018	FRP2180302140259FC	Fire Pension Tier 2
			14,716.55	03/02/2018	FRPN180302140259FI	Fire Pension
	FIRE PENSION FUND Total		<u>17,927.56</u>			
876	FIRST ENVIRONMENTAL LAB INC	91681	54.00	03/08/2018	139156	EFFLUENT MONITORING
	FIRST ENVIRONMENTAL LAB INC Total		<u>54.00</u>			
891	FLEET SAFETY SUPPLY					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		96109	31.27	03/01/2018	69730	BLUE LENS
	FLEET SAFETY SUPPLY Total		31.27			
894	FLOLO CORPORATION					
		95829	49.43	03/08/2018	433043	CONDUIT BOX
	FLOLO CORPORATION Total		49.43			
913	FOX VALLEY CONCERT BAND					
		92553	1,369.50	03/08/2018	VCCFOX0118	HTL TAX DSBRSMTS - JAN 20
	FOX VALLEY CONCERT BAND Total		1,369.50			
981	MES ILLINOIS					
		94527	8,120.00	03/08/2018	IN1202372	SEEK REVEAL FIRE PRO
	MES ILLINOIS Total		8,120.00			
989	GORDON FLESCH CO INC					
			110.68	03/08/2018	IN12178394	MONTHLY BILLING
			131.81	03/08/2018	IN12180062	MONTHLY BILLING POLICE DEF
	GORDON FLESCH CO INC Total		242.49			
1002	TERI GRANDT					
			180.00	03/08/2018	3518	GIT FIT JPRIZES
			296.07	03/01/2018	022118	REIMB VEND MACH/WLNS FAIR
	TERI GRANDT Total		476.07			
1006	ST CHARLES CONVENTION					
		92561	43,875.00	03/08/2018	VCCRGRE0118	HTL TAX DSBRSMTS - JAN 20
	ST CHARLES CONVENTION Total		43,875.00			
1024	MICHAEL HAASE					
			65.29	03/08/2018	138534	REFRESHMENTS - CLASS
	MICHAEL HAASE Total		65.29			
1036	HARRIS BANK NA					
			1,517.00	03/02/2018	UNF 180302140259FD	Union Dues - IAFF
	HARRIS BANK NA Total		1,517.00			
1038	BMO HARRIS BANK NA					
		93031	1,250.00	03/08/2018	4066757	ANNUAL TRUSTEE FEES
	BMO HARRIS BANK NA Total		1,250.00			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1089	ARENDS HOGAN WALKER LLC					
		96813	106.20	03/08/2018	1617332	POLE SAW REPAIR
		96813	132.86	03/08/2018	1617338	CHAINSAW REPAIR
		95444	1,110.51	03/01/2018	1612795	INVENTORY ITEMS
		92094	156.61	03/01/2018	1614790	REPAIR AND PARTS
	ARENDS HOGAN WALKER LLC Total		1,506.18			
1133	IBEW LOCAL 196					
			150.50	03/02/2018	UNE 180302140259PV	Union Due - IBEW
			672.84	03/02/2018	UNEW180302140259P	Union Due - IBEW - percent
	IBEW LOCAL 196 Total		823.34			
1136	ICMA RETIREMENT CORP					
			218.53	03/02/2018	C401180302140259CA	401A Savings Plan Company
			481.53	03/02/2018	C401180302140259CD	401A Savings Plan Company
			371.94	03/02/2018	C401180302140259FD	401A Savings Plan Company
			531.10	03/02/2018	C401180302140259FN	401A Savings Plan Company
			231.99	03/02/2018	C401180302140259HR	401A Savings Plan Company
			329.21	03/02/2018	C401180302140259IS	401A Savings Plan Company
			654.89	03/02/2018	C401180302140259PD	401A Savings Plan Company
			886.39	03/02/2018	C401180302140259PV	401A Savings Plan Company
			200.32	03/02/2018	E401180302140259CA	401A Savings Plan Employee
			499.74	03/02/2018	E401180302140259CD	401A Savings Plan Employee
			371.94	03/02/2018	E401180302140259FD	401A Savings Plan Employee
			467.86	03/02/2018	E401180302140259FN	401A Savings Plan Employee
			231.99	03/02/2018	E401180302140259HR	401A Savings Plan Employee
			329.21	03/02/2018	E401180302140259IS	401A Savings Plan Employee
			654.89	03/02/2018	E401180302140259PD	401A Savings Plan Employee
			949.63	03/02/2018	E401180302140259PV	401A Savings Plan Employee
			942.31	03/02/2018	ICMA180302140259CA	ICMA Deductions - Dollar Amt
			2,987.00	03/02/2018	ICMA180302140259CD	ICMA Deductions - Dollar Amt
			1,571.91	03/02/2018	ICMA180302140259FD	ICMA Deductions - Dollar Amt
			997.30	03/02/2018	ICMA180302140259FN	ICMA Deductions - Dollar Amt
			480.00	03/02/2018	ICMA180302140259HF	ICMA Deductions - Dollar Amt
			875.00	03/02/2018	ICMA180302140259IS	ICMA Deductions - Dollar Amt
			7,704.34	03/02/2018	ICMA180302140259PC	ICMA Deductions - Dollar Amt
			3,987.00	03/02/2018	ICMA180302140259PV	ICMA Deductions - Dollar Amt
			54.98	03/02/2018	ICMP180302140259CA	ICMA Deductions - Percent
			99.23	03/02/2018	ICMP180302140259CD	ICMA Deductions - Percent

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			2,533.40	03/02/2018	ICMP180302140259FD	ICMA Deductions - Percent
			667.52	03/02/2018	ICMP180302140259FN	ICMA Deductions - Percent
			395.77	03/02/2018	ICMP180302140259HF	ICMA Deductions - Percent
			1,070.51	03/02/2018	ICMP180302140259IS	ICMA Deductions - Percent
			1,114.32	03/02/2018	ICMP180302140259PC	ICMA Deductions - Percent
			1,970.82	03/02/2018	ICMP180302140259PV	ICMA Deductions - Percent
			25.00	03/02/2018	ROTH180302140259CI	Roth IRA Deduction
			25.00	03/02/2018	ROTH180302140259FI	Roth IRA Deduction
			100.00	03/02/2018	ROTH180302140259FI	Roth IRA Deduction
			292.30	03/02/2018	ROTH180302140259HI	Roth IRA Deduction
			266.50	03/02/2018	ROTH180302140259IS	Roth IRA Deduction
			1,293.03	03/02/2018	ROTH180302140259PI	Roth IRA Deduction
			270.00	03/02/2018	ROTH180302140259PI	Roth IRA Deduction
			115.00	03/02/2018	RTHA180302140259CI	Roth 457 - Dollar Amount
			101.00	03/02/2018	RTHA180302140259FI	Roth 457 - Dollar Amount
			35.00	03/02/2018	RTHA180302140259HF	Roth 457 - Dollar Amount
			25.00	03/02/2018	RTHA180302140259IS	Roth 457 - Dollar Amount
			150.00	03/02/2018	RTHA180302140259PI	Roth 457 - Dollar Amount
			846.53	03/02/2018	RTHA180302140259PI	Roth 457 - Dollar Amount
			201.98	03/02/2018	RTHP180302140259FI	Roth 457 - Percent
			188.93	03/02/2018	RTHP180302140259PI	Roth 457 - Percent
			404.88	03/02/2018	030218	PLAN 109830 ICMA
	ICMA RETIREMENT CORP Total		<u>39,202.72</u>			
1149	ILLINOIS ENVIRONMENTAL		115,849.88	03/05/2018	L175203-3	DEBT SVC PROJ#L17-5203
	ILLINOIS ENVIRONMENTAL Total		<u>115,849.88</u>			
1194	ISAWWA		190.00	03/01/2018	041018	CONF - SEAN SCHLUCHTER
	ISAWWA Total		<u>190.00</u>			
1196	GREAT LAKES FIRE ACCREDITATION		100.00	03/01/2018	22718SS	MBRSHP = S SWANSON
	GREAT LAKES FIRE ACCREDITATION Total		<u>100.00</u>			
1197	ILLINOIS FIRE SERVICE ADM PROF		110.00	03/01/2018	22718CM-MW	MBRSHP = MURPHY/WALSH
	ILLINOIS FIRE SERVICE ADM PROF Total		<u>110.00</u>			

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1216	INDUSTRIAL SYSTEMS LTD					
		96360	1,987.50	03/01/2018	21207	INVENTORY ITEMS
	INDUSTRIAL SYSTEMS LTD Total		<u>1,987.50</u>			
1223	INITIAL IMPRESSIONS EMBROIDERY					
		91497	4.95	03/01/2018	11738	EMBROIDERY
		91497	4.95	03/01/2018	11739	EMBROIDERY
		91547	45.00	03/08/2018	11823	MONOGRAMMING
	INITIAL IMPRESSIONS EMBROIDERY Total		<u>54.90</u>			
1225	INSIGHT PUBLIC SECTOR					
		95550	16.00	03/01/2018	1100580572	LOGITECH SPEAKERS
		95581	195.78	03/01/2018	1100580849	FIBER MEDIA CONVERTER
	INSIGHT PUBLIC SECTOR Total		<u>211.78</u>			
1240	INTERSTATE BATTERY SYSTEM OF					
		96432	352.85	03/01/2018	60345051	INVENTORY ITEMS
	INTERSTATE BATTERY SYSTEM OF Total		<u>352.85</u>			
1260	ILLINOIS PUBLIC WORKS MUTUAL					
			250.00	03/01/2018	2721	2018 MEMBERSHIP MEDIUM
	ILLINOIS PUBLIC WORKS MUTUAL Total		<u>250.00</u>			
1313	KANE COUNTY RECORDERS OFFICE					
			235.00	03/08/2018	3218-FP	RECORD 5 FENCE PERMITS
	KANE COUNTY RECORDERS OFFICE Total		<u>235.00</u>			
1320	ALAN KANE					
			44.22	03/08/2018	3618	JEANS - GRAINGER 3-6-18
	ALAN KANE Total		<u>44.22</u>			
1334	KANE COUNTY ANIMAL CONTROL					
			200.00	03/01/2018	021418	SVCS JANUARY 2018
	KANE COUNTY ANIMAL CONTROL Total		<u>200.00</u>			
1381	MARK KOENEN					
			265.50	03/08/2018	022618	PER DIEM - APPA RALLY
	MARK KOENEN Total		<u>265.50</u>			
1387	KONICA MINOLTA BUS SOLUTIONS					
			76.93	03/08/2018	9004323468	SVC 1-19 THRU 2-18-18

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			308.94	03/08/2018	9004323826	SVC 1-19 THRU 2-18-18
	KONICA MINOLTA BUS SOLUTIONS Total		<u>385.87</u>			
1396	CORY KRUPKE		60.00	03/01/2018	030518	PER DIEM 3-5 THRU 3-9-18
	CORY KRUPKE Total		<u>60.00</u>			
1403	WEST VALLEY GRAPHICS & PRINT					
		96682	100.00	03/01/2018	16413	INSPECTION LIST FORMS
		96683	50.00	03/01/2018	16414	CHAPTER 34 FORMS
		96781	290.00	03/08/2018	16436	MISC SUPPLIES - PW
	WEST VALLEY GRAPHICS & PRINT Total		<u>440.00</u>			
1428	LATITUDE GEOGRAPHICS GROUP LTD					
		95236	944.25	03/01/2018	INV0007980	PROJECT BILLING
	LATITUDE GEOGRAPHICS GROUP LTD Total		<u>944.25</u>			
1450	LEE JENSEN SALES CO INC					
		91754	126.00	03/08/2018	175206	PROTECTIVE RUBBER BOOT
	LEE JENSEN SALES CO INC Total		<u>126.00</u>			
1489	LOWES					
		95870	135.57	03/08/2018	01920/02-19-18	INVENTORY ITEMS
		96795	144.16	03/08/2018	01921/02-19-18	INVENTORY ITEMS
		96801	23.37	03/08/2018	01922/02-19-18	INVENTORY ITEMS
		91746	2.07	03/08/2018	02151/02-19-18	MISC SUPPLIES
		91515	132.62	03/08/2018	02277/02-20-18	MISC SUPPLIES
		91982	44.79	03/08/2018	02328/02-20-18	MISC SUPPLIES
		91515	292.60	03/08/2018	02690/02-15-18	SHOPVAC FACILITIES
		91982	280.21	03/08/2018	02738/02-15-18	MISC SUPPLIES - WATER
		95148	626.94	03/08/2018	78738	PODIUM W CASTER
		94708	204.41	03/08/2018	81446	3' PODIUM LADR
		96086	72.45	03/08/2018	86199	XTRA LAUNDRY SOAP
		96745	42.68	03/08/2018	87290	INVENTORY ITEMS
		91848	29.94	03/01/2018	02151/02-09-18	MISC SUPPLIES
		91848	6.64	03/01/2018	02404/02-12-18	BOILED LINSEED OIL
		91684	89.56	03/01/2018	02501/02-13-18	MISC SUPPLIES
		93565	100.16	03/01/2018	02502/02-13-18	MISC SUPPLIES
		91684	30.54	03/01/2018	02925/02-07-18	MISC SUPPLIES
		91533	75.06	03/01/2018	02985	MISC SUPPLIES - PD

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		93565	32.84	03/01/2018	09597/02-12-18	MISC SUPPLIES
		91848	34.84	03/01/2018	11996/02-13-18	FIRE DEPT SUPPLIES
		91848	178.44	03/01/2018	15133	MISC SUPPLIES - FD
			-13.22	03/01/2018	15134	CRED TAX #15133
	LOWES Total		<u>2,566.67</u>			
1545	MARQUEE YOUTH STAGE					
		92555	875.00	03/08/2018	VCCMAR0118	HTL TAX DSBRSMTS - JAN 20
	MARQUEE YOUTH STAGE Total		<u>875.00</u>			
1559	MAURINE PATTEN ED D					
		91601	140.00	03/08/2018	022818	SVCS FEB 2018
	MAURINE PATTEN ED D Total		<u>140.00</u>			
1571	MCCANN INDUSTRIES INC					
		96785	193.40	03/08/2018	07233422	LATCH ROTARY RIGHT
	MCCANN INDUSTRIES INC Total		<u>193.40</u>			
1582	MCMaster CARR SUPPLY CO					
		96889	18.61	03/01/2018	57518528	BULB SOCKET
	MCMaster CARR SUPPLY CO Total		<u>18.61</u>			
1585	MEADE ELECTRIC COMPANY INC					
		91631	1,000.00	03/01/2018	680125	KIRK/NORTH OF DUKANE
	MEADE ELECTRIC COMPANY INC Total		<u>1,000.00</u>			
1590	MEDICAL SCREENING SERVICES INC					
			99.00	03/01/2018	0340163-IN	MONTHLY BILLING 2/15-3/14
	MEDICAL SCREENING SERVICES INC Total		<u>99.00</u>			
1603	METRO WEST COG					
			70.00	03/01/2018	3335	MTG 2-22-18
	METRO WEST COG Total		<u>70.00</u>			
1604	METRO TANK AND PUMP COMPANY					
		96793	210.00	03/08/2018	14776	SERVICE CALL 2-9-18
	METRO TANK AND PUMP COMPANY Total		<u>210.00</u>			
1613	METROPOLITAN ALLIANCE OF POL					
			869.50	03/02/2018	UNP 180302140259PD	Union Dues - IMAP
			126.00	03/02/2018	UNPS180302140259PI	Union Dues-Police Sergeants

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	METROPOLITAN ALLIANCE OF POL Total		<u>995.50</u>			
1651	MNJ TECHNOLOGIES DIRECT INC					
		95854	1,417.80	03/01/2018	0003585057	HP QUADRO RAPHIC CARD
		95841	801.26	03/01/2018	0003585295	HP DESKTOP PRO DESK
		95854	19,239.00	03/01/2018	0003585296	HP WORKSTATION
		95841	48.73	03/01/2018	0003585489	LOGITECH KEYBOARD
		95843	60.03	03/01/2018	0003585542	DESKTOP COMPUTER MOUNT
		95843	33.07	03/01/2018	0003585722	PARAMOUNT WALL ARM
		95815	72.29	03/01/2018	0003585797	KEYBOARD COVER
	MNJ TECHNOLOGIES DIRECT INC Total		<u>21,672.18</u>			
1655	MONROE TRUCK EQUIPMENT					
		96253	351.56	03/01/2018	5369316	RATCHET ASSY
		91718	82.12	03/08/2018	5367966	GAGE
	MONROE TRUCK EQUIPMENT Total		<u>433.68</u>			
1666	ST CHARLES SINGERS					
		92559	3,625.00	03/08/2018	VCCMOS	HTL TAX DSBRSMTS - JAN 20
	ST CHARLES SINGERS Total		<u>3,625.00</u>			
1668	FERGUSON ENTERPRISES INC					
		95889	274.04	03/01/2018	4324397	INVENTORY ITEMS
		96111	65.72	03/01/2018	4331724	INVENTORY ITEMS
	FERGUSON ENTERPRISES INC Total		<u>339.76</u>			
1686	NAPA AUTO PARTS					
		91719	37.23	03/01/2018	2285-565436	V#1933 RO#59948
	NAPA AUTO PARTS Total		<u>37.23</u>			
1704	NCPERS IL IMRF					
			8.00	03/02/2018	NCP2180302140259PI	NCPERS 2
			16.00	03/02/2018	NCP2180302140259PV	NCPERS 2
	NCPERS IL IMRF Total		<u>24.00</u>			
1705	NEENAH FOUNDRY COMPANY CORP					
		96779	774.79	03/01/2018	258971	INVENTORY ITEMS
	NEENAH FOUNDRY COMPANY CORP Total		<u>774.79</u>			
1709	NEOPOST INC					
		96692	43.00	03/01/2018	40104578	MANUAL SEAL BRUSH KIT

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	NEOPOST INC Total		<u>43.00</u>			
1711	NESTLE WATERS NORTH AMERICA	91954	637.15	03/08/2018	08B0122067317	WATER DELIVERIES
	NESTLE WATERS NORTH AMERICA Total		<u>637.15</u>			
1736	NORRIS CULTURAL ARTS CENTER	92567	1,545.50	03/08/2018	VCCNOR0118	HTL TAX DSBRSMTS - JAN 20
	NORRIS CULTURAL ARTS CENTER Total		<u>1,545.50</u>			
1745	NICOR					
			258.59	03/08/2018	0000 6 MAR 1 2018	SVC 1-29 THRU 2-28-18
			674.65	03/08/2018	0000 7 FEB 27 2018	SVC 1-25 THRU 2-23-18
			32.99	03/08/2018	0847 6 MAR 1 2018	SVC 1-29 THRU 2-28-18
			103.37	03/08/2018	1000 0 DU MAR 1 2018	SVC 1-29 THRU 2-28-18
			92.19	03/08/2018	1000 0 FEB 27 2018	SVC 1-25 THRU 2-23-18
			347.11	03/08/2018	1000 1 RA FEB 27 2018	SVC 1-25 THRU 2-23-18
			31.43	03/08/2018	1000 3 MAR 1 2018	SVC 1-26 THRU 2-27-18
			29.66	03/08/2018	1000 3-10 FEB 26 2018	SVC 1-24 THRU 2-23-18
			443.95	03/08/2018	1000 4 CH FEB 26 2018	SVC 1-24 THRU 2-22-18
			88.58	03/08/2018	1000 4 FEB 27 2018	SVC 1-25 THRU 2-23-18
			533.84	03/08/2018	1000 6 FEB 26 2018	SVC 1-24 THRU 2-22-18
			132.58	03/08/2018	1000 8 FEB 27 2018	SVC 1-25 THRU 2-23-18
			92.66	03/08/2018	1000 8 KG MAR 1 2018	SVC 12-29-17 THRU 2-27-18
			122.49	03/08/2018	1000 9 FEB 27 2018	SVC 1-25 THRU 2-23-18
			30.61	03/08/2018	1000 9 WR MAR 1 2018	SVC 1-26 THRU 2-26-18
			84.86	03/08/2018	1000 9-12 FEB 26 2018	SVC 1-24 THRU 2-22-18
			28.96	03/08/2018	4606 2 MAR 1 2018	SVC 12-29-17 THRU 2-27-18
			29.15	03/08/2018	4625 3 FEB 27 2018	SVC 1-25 THRU 2-23-18
			33.14	03/08/2018	5425 2 FEB 27 2018	SVC 1-25 THRU 2-23-18
			2,977.37	03/08/2018	7652 0 FEB 26 2018	SVC 1-24 THRU 2-22-18
			9,840.82	03/08/2018	8317 9 FEB 26 2018	SVC 1-23 THRU 2-22-18
			98.00	03/08/2018	8642 6 MAR 1 2018	SVC 1-29 THRU 2-27-18
			229.48	03/01/2018	0000 6 PW FEB 23 2018	SVC 1-23 THRU 2-22-18
			7,644.00	03/01/2018	0929 6 FEB 23 2018	SVC 1-23 THRU 2-22-18
			29.39	03/01/2018	1000 2 FEB 21 2018	SVC 1-19 THRU 2-20-18
			731.83	03/01/2018	1000 2 PW FEB 23 2018	SVC 1-23 THRU 2-22-18
			84.80	03/01/2018	1000 5 FEB 23 2018	SVC 1-23 THRU 2-22-18
			477.01	03/01/2018	1000 9 PD FEB 23 2018	SVC 1-23 THRU 2-22-18
			32.82	03/01/2018	1000 9-NS FEB 23 2018	SVC 1-23 THRU 2-22-18

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			29.56	03/01/2018	7497 2 FEB 23 2018	SVC 1-23 THRU 2-22-18
			635.70	03/01/2018	9226 2 FEB 23 2018	SVC 1-23 THRU 2-22-18
			29.56	03/01/2018	9676 7 FEB 23 2018	SVC 1-23 THRU 2-22-18
	NICOR Total		<u>26,031.15</u>			
1747	COMPASS MINERALS AMERICA INC					
		70	1,395.45	03/01/2018	193977	ROAD SALT
		70	21,026.49	03/08/2018	199360	SALT DELIVERY
		70	19,736.91	03/08/2018	199363	SALT DELIVERY
		70	16,788.13	03/08/2018	199399	ROAD SALT
		70	1,566.94	03/08/2018	199425	ROAD SALT
	COMPASS MINERALS AMERICA INC Total		<u>60,513.92</u>			
1753	NORTHERN ILLINOIS FOOD BANK					
			96.00	03/08/2018	030118	GIVING FRIDAY
	NORTHERN ILLINOIS FOOD BANK Total		<u>96.00</u>			
1769	OEI PRODUCTS INC					
		96723	1,490.00	03/01/2018	5787	INVENTORY ITEMS
	OEI PRODUCTS INC Total		<u>1,490.00</u>			
1797	PACE SUBURBAN BUS					
		93044	4,249.12	03/01/2018	499702	SVCS DEC 2017
	PACE SUBURBAN BUS Total		<u>4,249.12</u>			
1814	PATTEN INDUSTRIES INC					
		96822	47.81	03/08/2018	P50C1033199	CORD
		96822	60.32	03/08/2018	P50C1033653	CORD AS-JW
			-37.88	03/08/2018	P50R0116291	CREDIT PO#96822
		96838	1,179.34	03/08/2018	P80C0087033	MISC SUPPLIES - FLEET
	PATTEN INDUSTRIES INC Total		<u>1,249.59</u>			
1821	PAUL CONWAY SHIELDS					
		94543	380.00	03/01/2018	0417507-IN	VENTMASTER PARTS
	PAUL CONWAY SHIELDS Total		<u>380.00</u>			
1822	PDC LABORATORIES INC					
		96873	5,185.00	03/08/2018	889598	RAW WATER SAMPLES
	PDC LABORATORIES INC Total		<u>5,185.00</u>			
1861	POLICE PENSION FUND					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			4,972.26	03/02/2018	PLP2180302140259PD	Police Pension Tier 2
			13,854.29	03/02/2018	PLPN180302140259PC	Police Pension
	POLICE PENSION FUND Total		<u>18,826.55</u>			
1880	POWER SYSTEM ENGINEERING					
		96531	7,370.15	03/01/2018	9025845	CIS AND AMI BUSINESS CASE
	POWER SYSTEM ENGINEERING Total		<u>7,370.15</u>			
1890	LEGAL SHIELD					
			7.36	03/02/2018	PPLS180302140259FC	Pre-Paid Legal Services
			8.75	03/02/2018	PPLS180302140259FN	Pre-Paid Legal Services
			124.60	03/02/2018	PPLS180302140259PC	Pre-Paid Legal Services
	LEGAL SHIELD Total		<u>140.71</u>			
1898	PRIORITY PRODUCTS INC					
		95816	14.87	03/01/2018	918854	INVENTORY ITEMS
		91729	140.07	03/01/2018	919057	FLEET DEPT PARTS
		91729	38.28	03/01/2018	919197	FLEET DEPT PARTS
		91729	148.19	03/08/2018	917781	MISC SUPPLIES - FLEET
		91729	26.82	03/08/2018	918229	MISC SUPPLIES - FLEET
	PRIORITY PRODUCTS INC Total		<u>368.23</u>			
1900	PROVIDENT LIFE & ACCIDENT					
			26.76	03/02/2018	POPT180302140259FL	Provident Optional Life
	PROVIDENT LIFE & ACCIDENT Total		<u>26.76</u>			
1903	PRO LINE SAFETY PRODUCTS					
		96112	149.76	03/01/2018	132937	INVENTORY ITEMS
	PRO LINE SAFETY PRODUCTS Total		<u>149.76</u>			
1925	QUALITY FASTENERS INC					
		95627	96.00	03/01/2018	19225	INVENTORY ITEMS
		94768	82.50	03/01/2018	19226	INVENTORY ITEMS
		96114	599.00	03/08/2018	19227	INVENTORY ITEMS
	QUALITY FASTENERS INC Total		<u>777.50</u>			
1946	RANDALL PRESSURE SYSTEMS INC					
		91720	150.38	03/08/2018	I-16811-0	FLEET DEPT SUPPLIES
		96746	1.67	03/08/2018	P-16899-0	PARTS
		91720	89.84	03/01/2018	I-16723-0	FLEET DEPT PARTS
		96746	159.70	03/01/2018	I-16747-0	MISC SUPPLIES

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	RANDALL PRESSURE SYSTEMS INC Total		<u>401.59</u>			
1947	RAPID PAC					
		95930	151.50	03/01/2018	99732	WING SEALS BAND ITS
	RAPID PAC Total		<u>151.50</u>			
1953	RBS PACKAGING INC					
		95982	1,720.70	03/01/2018	2032696	INVENTORY ITEMS
		96725	120.00	03/08/2018	2032725	INVENTORY ITEMS
	RBS PACKAGING INC Total		<u>1,840.70</u>			
1984	STEVE REHAK					
			139.73	03/01/2018	022418	BOOTS - RED WING 2-24-18
	STEVE REHAK Total		<u>139.73</u>			
1993	RENTAL MAX LLC					
		91588	846.72	03/08/2018	266362-3	LIGHT TOWER TOWABLE
		93486	22.99	03/08/2018	279908-3	DIVE TEAM TANKS
	RENTAL MAX LLC Total		<u>869.71</u>			
2000	PRESERVATION PARTNERS OF					
		92568	1,959.50	03/08/2018	VCCPRE0118	HTL TAX DSBRSMTS - JAN 20
	PRESERVATION PARTNERS OF Total		<u>1,959.50</u>			
2026	ROCK N RESCUE J E WEINEL INC					
		95195	1,375.84	03/08/2018	183191	PETZL HARNESS FIRE DEPT
	ROCK N RESCUE J E WEINEL INC Total		<u>1,375.84</u>			
2031	RAYMOND ROGINA					
			387.45	03/08/2018	022618	PER DIEM/MILES APPA RALLY
	RAYMOND ROGINA Total		<u>387.45</u>			
2032	POMPS TIRE SERVICE INC					
		96733	3,396.24	03/08/2018	640058851	INVENTORY ITEMS
		96732	2,071.60	03/08/2018	640058884	INVENTORY ITEMS
		91638	24.00	03/08/2018	640058954	MISC PARTS FLEET
	POMPS TIRE SERVICE INC Total		<u>5,491.84</u>			
2043	BRETT RUNKLE					
			35.00	03/01/2018	030418	PER DIEM 3-4 THRU 3-6-18

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	BRETT RUNKLE Total		<u>35.00</u>			
2076	ST CHARLES HISTORY MUSEUM	92393	2,625.00	03/08/2018	VCCHSM0118	HTL TAX DSBRSMTS - JAN 20
	ST CHARLES HISTORY MUSEUM Total		<u>2,625.00</u>			
2091	SCHOLLMEYER LANDSCAPING INC	93514	1,260.00	03/01/2018	11166	SNOW REMOVAL 2/6/18
		93514	1,200.00	03/01/2018	11173	SNOW REMOVAL 2/7/18
		93514	5,040.00	03/01/2018	11204	SNOW EVENT 2/9/18 AND 2/11/18
	SCHOLLMEYER LANDSCAPING INC Total		<u>7,500.00</u>			
2101	SCULPTURE IN THE PARK	92554	1,495.50	03/08/2018	VCCSCU0118	HTL TAX DSBRSMTS - JAN 20
	SCULPTURE IN THE PARK Total		<u>1,495.50</u>			
2109	SECRETARY OF STATE		6.00	03/08/2018	030118	PLATE TRAILER 2193
			103.00	03/08/2018	030518-1742	1742 TITLE/PLATES
	SECRETARY OF STATE Total		<u>109.00</u>			
2136	MARLIN SHEETS		60.00	03/01/2018	030518	PER DIEM 3-5 THRU 3-9-18
	MARLIN SHEETS Total		<u>60.00</u>			
2163	SKYLINE TREE SERVICE &	93515	13,182.00	03/01/2018	021318	SNOW EVENT 2/11/18-2/12/18
		91519	447.18	03/01/2018	4331	901 S 4TH ST TREE REMOVAL
	SKYLINE TREE SERVICE & Total		<u>13,629.18</u>			
2168	SMITH ECOLOGICAL SYSTEMS INC	96753	772.00	03/08/2018	21229	FILTER
	SMITH ECOLOGICAL SYSTEMS INC Total		<u>772.00</u>			
2183	SOUND INC	95160	3,591.00	03/08/2018	65073	ASSISTED LISTENING SYSTEM
	SOUND INC Total		<u>3,591.00</u>			
2200	STATE TREASURER	93745	8,482.50	03/01/2018	54082	OCT-DEC 2017 BILLING

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	STATE TREASURER Total		<u>8,482.50</u>			
2205	STATE FIRE MARSHAL					
		96898	70.00	03/08/2018	9590700	INSPECTION 2-21-18 BOILER
	STATE FIRE MARSHAL Total		<u>70.00</u>			
2228	CITY OF ST CHARLES					
			140.81	02/28/2018	3-31-31065-6-1-0218	SVCS 1-2 THRU 1-31-18
			115.00	02/28/2018	3-31-31067-2-1-0218	SVCS 1-2 THRU 1-31-18
			98.61	02/28/2018	3-31-31068-0-2-0218	SVCS 1-2 TO 1-31-18
			434.04	02/28/2018	4-60-92833-6-0-0218	SVCS 1-4 THRU 2-5-18
			22.48	03/10/2018	1-19-19114-6-2-0218	SVC 1-8 THRU 2-7-18
			24.77	03/10/2018	1-19-19152-6-5-0218	SVC 1-8 THRU 2-7-18
			48.88	03/10/2018	1-19-19164-1-4-0218	SVC 1-8 THRU 2-7-18
			40.58	03/10/2018	1-19-19166-6-3-0218	SVC 1-8 THRU 2-7-18
			28.63	03/10/2018	1-19-19344-9-6-0218	SVC 1-8 THRU 2-7-18
			40.58	03/10/2018	1-22-22022-1-7-0218	SVC 1-11 THRU 2-7-18
			22.00	03/10/2018	1-22-22024-7-2-0218	SVC 1-11 THRU 2-7-18
			48.88	03/10/2018	1-22-22027-0-5-0218	SVC 1-11 THRU 2-7-18
			31.14	03/10/2018	2-24-82576-0-4-0218	SVC 1-5 THRU 2-6-18
	CITY OF ST CHARLES Total		<u>1,096.40</u>			
2234	STEEL BEAM THEATRE					
		92560	3,500.00	03/08/2018	VCCSTE0118	HTL TAX DSBRSMTS - JAN 20
	STEEL BEAM THEATRE Total		<u>3,500.00</u>			
2235	STEINER ELECTRIC COMPANY					
		91678	48.26	03/08/2018	S005968887.001	ELECTRIC PARTS
		96050	287.36	03/01/2018	S005957868.003	INVENTORY ITEMS
		96108	583.92	03/01/2018	S005958038.001	INVENTORY ITEMS
	STEINER ELECTRIC COMPANY Total		<u>919.54</u>			
2300	TEMCO MACHINERY INC					
		95034	946.22	03/01/2018	AG61105	PLACARD HOLDER
			-41.86	03/01/2018	AG61552	CRED INV AG60528
	TEMCO MACHINERY INC Total		<u>904.36</u>			
2301	GENERAL CHAUFFERS SALES DRIVER					
			159.00	03/02/2018	UNT 180302140259CD	Union Dues - Teamsters
			2,350.50	03/02/2018	UNT 180302140259PV	Union Dues - Teamsters

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	GENERAL CHAUFFERS SALES DRIVER Total		<u>2,509.50</u>			
2314	3M VHS0733	95883	306.00	03/01/2018	TP14730	INVENTORY ITEMS
	3M VHS0733 Total		<u>306.00</u>			
2316	APC STORE	91587	291.32	03/01/2018	4780004177-0218	MONTHLY FLEET SUPPLIES - F
		96913	72.68	03/08/2018	478-458480	INVENTORY ITEMS
	APC STORE Total		<u>364.00</u>			
2343	TAPCO	95857	231.00	03/01/2018	I593047	ROLL UP SIGN
	TAPCO Total		<u>231.00</u>			
2345	TRAFFIC CONTROL & PROTECTION	95622	5,100.00	03/01/2018	91682	BARRICADES
		96694	1,300.00	03/08/2018	25253	MESSAGE BOARD RENTAL
	TRAFFIC CONTROL & PROTECTION Total		<u>6,400.00</u>			
2363	TROTTER & ASSOCIATES INC	91780	37,731.75	03/01/2018	14186	PHOSPHORUS REMOVAL JAN '18
	TROTTER & ASSOCIATES INC Total		<u>37,731.75</u>			
2373	TYLER MEDICAL SERVICES	95969	1,755.00	03/08/2018	394448	PFT'S ONSITE
	TYLER MEDICAL SERVICES Total		<u>1,755.00</u>			
2401	UNIVERSAL UTILITY SUPPLY INC	96757	580.75	03/08/2018	3026205	AUTO DEAD END
	UNIVERSAL UTILITY SUPPLY INC Total		<u>580.75</u>			
2403	UNITED PARCEL SERVICE		70.77	03/08/2018	0000650961098	SHIPPING
			78.41	03/01/2018	0000650961078	SHIPPING
	UNITED PARCEL SERVICE Total		<u>149.18</u>			
2404	HD SUPPLY FACILITIES MAINT LTD	96110	372.65	03/01/2018	486238	INVENTORY ITEMS
		96707	507.67	03/01/2018	490101	SHUTOFF TOOL
		96708	205.08	03/01/2018	490102	COPPER PIPE REROUNDING T

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	HD SUPPLY FACILITIES MAINT LTD Total		<u>1,085.40</u>			
2406	US IDENTIFICATION MANUAL		82.50	03/08/2018	195452	RENEW SUBSCRIPTION
	US IDENTIFICATION MANUAL Total		<u>82.50</u>			
2410	VALLEY LOCK CO					
		96749	191.00	03/08/2018	62866	SVC FOR PD
		96749	228.36	03/01/2018	62859	POLICE DEPT LOCKS
	VALLEY LOCK CO Total		<u>419.36</u>			
2425	VEHICLE MAINTENANCE PROGRAM					
		96049	172.00	03/01/2018	INV-296455	INVENTORY ITEMS
		95269	542.00	03/08/2018	INV-296238	INVENTORY ITEMS
	VEHICLE MAINTENANCE PROGRAM Total		<u>714.00</u>			
2428	VERMEER MIDWEST					
		96720	260.74	03/01/2018	PB9850	INVENTORY ITEMS
	VERMEER MIDWEST Total		<u>260.74</u>			
2429	VERIZON WIRELESS					
			857.09	03/08/2018	9802339651	SVC 1-24 THRU 2-23-18
	VERIZON WIRELESS Total		<u>857.09</u>			
2470	WAREHOUSE DIRECT					
		91666	20.60	03/08/2018	3798391-0	OFFICE SUPPLIES PW
		91540	118.68	03/08/2018	3798452-0	OFFICE SUPPLIES PD DEPT
		91540	13.21	03/08/2018	3800225-0	OFFICE SUPPLIES SHELF
		91666	85.46	03/08/2018	3800341-0	OFFICE SUPPLIES PW
		96752	186.24	03/08/2018	3801490-0	TOOL BOX
		91540	9.98	03/08/2018	3802307-0	PHONE REST
		91747	62.73	03/08/2018	3803631-0	OFFICE SUPPLIES UB DEPT
		92031	25.42	03/08/2018	3804366-0	OFFICE SUPPLIES CITY ADMIN
		91658	14.45	03/08/2018	3804612-0	OFFICE SUPPLIES ECON DEV
		92031	3.29	03/08/2018	3804678-0	OFFICE SUPPLIES CITY ADMIN
		94334	13.62	03/01/2018	3713878-0	OFFICE SUPPLIES - IC
		94271	71.70	03/01/2018	3790375-0	OFFICE SUPPLIES FIRE DEPT
		92029	14.80	03/01/2018	3790429-0	OFFICE SUPPLIES BC&E
		91557	8.48	03/01/2018	3790951-0	OFFICE SUPPLIES HR DEPT
		92031	24.99	03/01/2018	3792384-0	OFFICE SUPPLIES CITY ADMIN

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		91540	4.97	03/01/2018	3792809-0	OFFICE SUPPLIES POLICE DEF
		91540	144.22	03/01/2018	3793377-0	OFFICE SUPPLIES POLICE DEF
			-101.78	03/01/2018	C3801490-0	CRED IN#3801490-0
	WAREHOUSE DIRECT Total		721.06			
2485	WBK ENGINEERING LLC					
		92832	365.89	03/01/2018	18716	IL31 CULVERT S CORP LIMITS
	WBK ENGINEERING LLC Total		365.89			
2495	WEST SIDE TRACTOR SALES CO					
		91722	148.66	03/01/2018	N62601	MISC SUPPLIES
		96706	38.04	03/01/2018	N62758	FILTER
		96721	39.09	03/01/2018	N62762	AIR FILTER
	WEST SIDE TRACTOR SALES CO Total		225.79			
2506	EESCO					
		95960	2,565.00	03/08/2018	718696	INVENTORY ITEMS
		96693	2,145.00	03/08/2018	718697	O SHIELD WIRE
		95440	652.00	03/08/2018	721717	INVENTORY ITEMS
		96693	6,720.00	03/08/2018	721719	MISC SUPPLIES
	EESCO Total		12,082.00			
2523	WILTSE GREENHOUSE LANDSCAPING					
		93496	220.00	03/01/2018	020718	SNOW EVENT 2/7/18
		93496	632.00	03/01/2018	020918	SNOW PLOW 2-9-18
		93496	412.00	03/01/2018	021118	SNOW PLOW 2-11-18
	WILTSE GREENHOUSE LANDSCAPING Total		1,264.00			
2527	WILLIAM FRICK & CO					
		96132	172.61	03/01/2018	526839	INVENTORY ITEMS
	WILLIAM FRICK & CO Total		172.61			
2545	GRAINGER INC					
		96089	139.00	03/01/2018	9694023988	INVENTORY ITEMS
		96203	52.80	03/01/2018	9694972838	SAFETY GLASSES
		95814	238.10	03/01/2018	9698236693	INVENTORY ITEMS
		96722	480.30	03/08/2018	9700383327	INVENTORY ITEMS
		96792	63.28	03/08/2018	9703962473	UNIVERSAL PHONE CASE
		96804	90.16	03/08/2018	9704390831	IEC MINI CONTROL RELAY
	GRAINGER INC Total		1,063.64			

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2629	ZEP MANUFACTURING CO	96724	273.79	03/08/2018	9003266899	INVENTORY ITEMS
	ZEP MANUFACTURING CO Total		<u>273.79</u>			
2637	ILLINOIS DEPT OF REVENUE		797.74	03/02/2018	ILST180302140259CA	Illinois State Tax
			2,038.21	03/02/2018	ILST180302140259CD	Illinois State Tax
			8,242.26	03/02/2018	ILST180302140259FD	Illinois State Tax
			1,606.75	03/02/2018	ILST180302140259FN	Illinois State Tax
			820.33	03/02/2018	ILST180302140259HR	Illinois State Tax
			1,697.77	03/02/2018	ILST180302140259IS	Illinois State Tax
			10,072.48	03/02/2018	ILST180302140259PD	Illinois State Tax
			14,556.67	03/02/2018	ILST180302140259PW	Illinois State Tax
	ILLINOIS DEPT OF REVENUE Total		<u>39,832.21</u>			
2638	INTERNAL REVENUE SERVICE		1,214.16	03/02/2018	FICA180302140259CA	FICA Employee
			2,941.00	03/02/2018	FICA180302140259CD	FICA Employee
			392.30	03/02/2018	FICA180302140259FD	FICA Employee
			2,287.33	03/02/2018	FICA180302140259FN	FICA Employee
			1,172.76	03/02/2018	FICA180302140259HR	FICA Employee
			2,492.78	03/02/2018	FICA180302140259IS	FICA Employee
			2,141.26	03/02/2018	FICA180302140259PD	FICA Employee
			20,034.40	03/02/2018	FICA180302140259PV	FICA Employee
			1,284.45	03/02/2018	FICE180302140259CA	FICA Employer
			2,826.56	03/02/2018	FICE180302140259CD	FICA Employer
			369.95	03/02/2018	FICE180302140259FD	FICA Employer
			2,538.42	03/02/2018	FICE180302140259FN	FICA Employer
			1,172.76	03/02/2018	FICE180302140259HR	FICA Employer
			2,492.78	03/02/2018	FICE180302140259IS	FICA Employer
			2,161.10	03/02/2018	FICE180302140259PD	FICA Employer
			19,829.97	03/02/2018	FICE180302140259PV	FICA Employer
			1,803.53	03/02/2018	FIT 180302140259CA	Federal Withholding Tax
			4,621.56	03/02/2018	FIT 180302140259CD	Federal Withholding Tax
			21,644.91	03/02/2018	FIT 180302140259FD	Federal Withholding Tax
			4,347.47	03/02/2018	FIT 180302140259FN	Federal Withholding Tax
			2,097.37	03/02/2018	FIT 180302140259HR	Federal Withholding Tax
			3,419.13	03/02/2018	FIT 180302140259IS	Federal Withholding Tax
			24,421.48	03/02/2018	FIT 180302140259PD	Federal Withholding Tax

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			34,119.02	03/02/2018	FIT 180302140259PW	Federal Withholding Tax
			283.98	03/02/2018	MEDE180302140259C	Medicare Employee
			687.83	03/02/2018	MEDE180302140259C	Medicare Employee
			2,813.52	03/02/2018	MEDE180302140259FI	Medicare Employee
			534.93	03/02/2018	MEDE180302140259FI	Medicare Employee
			274.29	03/02/2018	MEDE180302140259H	Medicare Employee
			582.96	03/02/2018	MEDE180302140259IS	Medicare Employee
			3,443.79	03/02/2018	MEDE180302140259PI	Medicare Employee
			4,685.39	03/02/2018	MEDE180302140259P'	Medicare Employee
			300.39	03/02/2018	MEDR180302140259C	Medicare Employer
			661.10	03/02/2018	MEDR180302140259C	Medicare Employer
			2,808.29	03/02/2018	MEDR180302140259FI	Medicare Employer
			593.65	03/02/2018	MEDR180302140259FI	Medicare Employer
			274.29	03/02/2018	MEDR180302140259H	Medicare Employer
			582.96	03/02/2018	MEDR180302140259IS	Medicare Employer
			3,448.43	03/02/2018	MEDR180302140259P	Medicare Employer
			4,637.58	03/02/2018	MEDR180302140259P'	Medicare Employer
	INTERNAL REVENUE SERVICE Total		<u>188,439.83</u>			
2639	STATE DISBURSEMENT UNIT					
			440.93	03/02/2018	0000000371803021402	IL Child Support Amount 1
			465.36	03/02/2018	0000000641803021402	IL Child Support Amount 2
			795.70	03/02/2018	0000001351803021402	IL Child Support Amount 1
			471.13	03/02/2018	0000001911803021402	IL Child Support Amount 1
			817.98	03/02/2018	0000001971803021402	IL CS Maintenance 1
			545.00	03/02/2018	0000002061803021402	IL Child Support Amount 1
			391.78	03/02/2018	0000002921803021402	IL Child Support Amount 1
			369.23	03/02/2018	0000004861803021402	IL Child Support Amount 1
			700.15	03/02/2018	0000012251803021402	IL Child Support Amount 1
			180.00	03/02/2018	0000012671803021402	IL Child Support Amount 1
	STATE DISBURSEMENT UNIT Total		<u>5,177.26</u>			
2643	DELTA DENTAL					
			8,432.25	02/28/2018	022818	DELTA DENTAL CLAIMS
			4,272.24	03/05/2018	030518	DELTA DENTAL CLAIMS
	DELTA DENTAL Total		<u>12,704.49</u>			
2644	IMRF					
			213,111.10	03/09/2018	030918	FEB IMRF PAYROLL EE ER VOL

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	IMRF Total		<u>213,111.10</u>			
2648	HEALTH CARE SERVICE CORP		123,074.08	03/05/2018	030518	MEDICAL CLAIMS
	HEALTH CARE SERVICE CORP Total		<u>123,074.08</u>			
2674	VIKING CHEMICAL CO	64	6,339.43	03/01/2018	58515	WATER DEPT CHEMICALS
	VIKING CHEMICAL CO Total		<u>6,339.43</u>			
2683	CONTINENTAL AMERICAN INSURANCE		59.89	03/02/2018	ACCG180302140259FI	AFLAC Accident Plan
			-30.05	03/02/2018	ACCG180302140259IS	AFLAC Accident Plan
			113.00	03/02/2018	ACCG180302140259PI	AFLAC Accident Plan
			85.54	03/02/2018	ACCG180302140259P'	AFLAC Accident Plan
	CONTINENTAL AMERICAN INSURANCE Total		<u>228.38</u>			
2756	RXBENEFITS INC.		24,948.48	03/07/2018	79441	PRESCRIPTION CLAIMS/FEEES
			367.50	02/27/2018	78845	PRESCRIPTION CLAIMS
	RXBENEFITS INC. Total		<u>25,315.98</u>			
2821	AL J SCHNEIDER CO		603.56	03/08/2018	030518	LODGING CPTED MAY 6-11
	AL J SCHNEIDER CO Total		<u>603.56</u>			
2840	ST CHARLES ARTS COUNCIL	92558	3,225.75	03/08/2018	VCCART0118	HTL TAX DSBRSMTS - JAN 20
	ST CHARLES ARTS COUNCIL Total		<u>3,225.75</u>			
2841	JEA ENTERPRISES INC		2,376.37	03/01/2018	19075	REPAIRS = J SNOPKO VEHICLE
	JEA ENTERPRISES INC Total		<u>2,376.37</u>			
2883	ADVANCED DISPOSAL SERVICES	96789	1,105.00	03/08/2018	T00001653151	TRASH BAGS/STICKERS
		91738	1,156.31	03/08/2018	T00001655078	MONTHLY TRASH SVC
	ADVANCED DISPOSAL SERVICES Total		<u>2,261.31</u>			
2894	HAVLICEK ACE HARDWARE LLC	91509	8.26	03/08/2018	61366/1	CLIP KWIK

<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>8.26</u>			
2921	STRYPES PLUS MORE INC	96879	395.00	03/08/2018	14257	MALTESE CROSS CHANGES
	STRYPES PLUS MORE INC Total		<u>395.00</u>			
2950	MARY PORTER	96799	125.59	03/08/2018	1902645870	INVENTORY ITEMS
	MARY PORTER Total		<u>125.59</u>			
2952	FASTENAL COMPANY	96270	36.19	03/08/2018	ILSOU144466	PIPE CLAMP
		95821	177.06	03/01/2018	ILSOU144383	HC5044 7/8X24 SPEEDX
	FASTENAL COMPANY Total		<u>213.25</u>			
2963	RAYNOR DOOR AUTHORITY	94667	6,312.00	03/01/2018	128560	REPAIR PW OVERHEAD DOOR
	RAYNOR DOOR AUTHORITY Total		<u>6,312.00</u>			
2967	TIM OCASEK		35.00	03/01/2018	030418	PER DIEM 3-4 THRU 3-6-18
	TIM OCASEK Total		<u>35.00</u>			
3022	WRIGHT AUTOMOTIVE INC	94095	30,585.00	03/01/2018	14976	2018 FORD F150
	WRIGHT AUTOMOTIVE INC Total		<u>30,585.00</u>			
3102	RUSH PARTS CENTERS OF ILLINOIS	96032	1,992.00	03/01/2018	3009409946	VEH 1798 RO59902
			1,840.00	03/01/2018	3009489042	ITEM RETURNED
			-1,840.00	03/01/2018	3009489333	CRED INV#3009489042
			-532.00	03/01/2018	3009569904	CRED INV#3009409946
		96681	385.24	03/08/2018	3009481158	V#1798 RO#59933
		96695	741.40	03/08/2018	3009481607	INVENTORY ITEMS
		96750	1,767.58	03/08/2018	3009492373	VEH 5099 RO 59932
		96755	1,850.00	03/08/2018	3009503803	V#5099 RO#59963
		96680	345.00	03/08/2018	3009503835	V#1797 RO#59898
		96684	532.17	03/08/2018	3009523501	INVENTORY ITEMS
		96802	179.84	03/08/2018	3009538578	INVENTORY ITEMS
	RUSH PARTS CENTERS OF ILLINOIS Total		<u>7,261.23</u>			

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3127	SHI INTERNATIONAL CORP					
		96288	810.00	03/08/2018	B07775668	FOUNDATION CARE
		96711	58.56	03/08/2018	B07779446	PRINT CARTRIDGES
		96751	295.00	03/08/2018	B07792926	FLUKE LAUNCH CABLE
		96759	144.30	03/08/2018	B07795144	DISPLAY LED MONITORS
		96759	144.30	03/08/2018	B07801614	ELITE DISPLAY MONITOR
		96763	55.00	03/08/2018	B07802848	MAGICARD YELLOW
		96041	244.89	03/01/2018	B07751373	ACROBAT 2017 LICENSE
	SHI INTERNATIONAL CORP Total		1,752.05			
3131	VCNA PRAIRIE INC					
		63	937.75	03/01/2018	888435493	READY MIX
	VCNA PRAIRIE INC Total		937.75			
3148	CORNERSTONE PARTNERS					
		92077	384.00	03/08/2018	CP11392	MAINT CONTRACT 5 OF 6
		93512	19,488.79	03/08/2018	CP12877	SNOW PLOW FEB 5,7,9,11 2018
	CORNERSTONE PARTNERS Total		19,872.79			
3156	TRANSUNION RISK & ALTERNATIVE					
		91539	102.40	03/08/2018	252639-0218	SVCS FEB 2018
	TRANSUNION RISK & ALTERNATIVE Total		102.40			
3175	NALCO CROSSBOW WATER LLC					
		91682	423.35	03/01/2018	22358987	LAB SUPPLIES
		91682	423.35	03/01/2018	22358987	LAB SUPPLIES
		91682	-423.35	03/01/2018	22358987	LAB SUPPLIES
		91682	-423.35	03/01/2018	22358987	LAB SUPPLIES
		91682	423.35	03/01/2018	2235987	MISC SUPPLIES FOR LAB
	NALCO CROSSBOW WATER LLC Total		423.35			
3231	VILLAGE OF SCHAUMBURG					
		96877	90.00	03/01/2018	100	
	VILLAGE OF SCHAUMBURG Total		90.00			
3236	HR GREEN INC					
		92145	20,917.25	03/08/2018	117163	7TH AVE & J DEUTSCH CULVEF
	HR GREEN INC Total		20,917.25			
3254	COUNTY WIDE LANDSCAPING INC					
		93513	10,560.00	03/01/2018	5032	2/5/18, 2/6/18, 2/7/18, 2/9/18

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	COUNTY WIDE LANDSCAPING INC Total		<u>10,560.00</u>			
3258	BEST DOCTORS INC	91593	353.60	03/01/2018	1/1/2018	JANUARY SERVICES
	BEST DOCTORS INC Total		<u>353.60</u>			
3283	KAREN YOUNG		55.50	03/01/2018	031418	MILEAGE 3-14 ~ 3-15-18
	KAREN YOUNG Total		<u>55.50</u>			
3285	RICK MURAWSKI		12.00	03/08/2018	030518	PER DIEM COMMUNICATION T/
	RICK MURAWSKI Total		<u>12.00</u>			
3288	FGM ARCHITECTS INC	91318	39,109.00	03/08/2018	16-2234.01-3	STC NEW PD STATION
	FGM ARCHITECTS INC Total		<u>39,109.00</u>			
3289	VISION SERVICE PLAN OF IL NFP		93.35	03/08/2018	804886649	COBRA & RETIREE - MARCH 20
			7.57	03/08/2018	VSP 171027135631CA	Vision Plan Pre-tax
			58.25	03/08/2018	VSP 171027135631CD	Vision Plan Pre-tax
			198.53	03/08/2018	VSP 171027135631FD	Vision Plan Pre-tax
			35.24	03/08/2018	VSP 171027135631FN	Vision Plan Pre-tax
			4.76	03/08/2018	VSP 171027135631HR	Vision Plan Pre-tax
			52.63	03/08/2018	VSP 171027135631IS	Vision Plan Pre-tax
			222.59	03/08/2018	VSP 171027135631PD	Vision Plan Pre-tax
			309.20	03/08/2018	VSP 171027135631PV	Vision Plan Pre-tax
			7.57	03/08/2018	VSP 171124101028CA	Vision Plan Pre-tax
			58.25	03/08/2018	VSP 171124101028CD	Vision Plan Pre-tax
			198.53	03/08/2018	VSP 171124101028FD	Vision Plan Pre-tax
			35.24	03/08/2018	VSP 171124101028FN	Vision Plan Pre-tax
			4.76	03/08/2018	VSP 171124101028HR	Vision Plan Pre-tax
			52.63	03/08/2018	VSP 171124101028IS	Vision Plan Pre-tax
			222.59	03/08/2018	VSP 171124101028PD	Vision Plan Pre-tax
			318.62	03/08/2018	VSP 171124101028PV	Vision Plan Pre-tax
			7.57	03/08/2018	VSP 171208115252CA	Vision Plan Pre-tax
			58.25	03/08/2018	VSP 171208115252CD	Vision Plan Pre-tax
			198.53	03/08/2018	VSP 171208115252FD	Vision Plan Pre-tax
			35.24	03/08/2018	VSP 171208115252FN	Vision Plan Pre-tax

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			4.76	03/08/2018	VSP 171208115252HR	Vision Plan Pre-tax
			52.63	03/08/2018	VSP 171208115252IS	Vision Plan Pre-tax
			222.59	03/08/2018	VSP 171208115252PD	Vision Plan Pre-tax
			318.62	03/08/2018	VSP 171208115252PV	Vision Plan Pre-tax
			7.57	03/02/2018	VSP 180302140259CA	Vision Plan Pre-tax
			65.92	03/02/2018	VSP 180302140259CD	Vision Plan Pre-tax
			195.52	03/02/2018	VSP 180302140259FD	Vision Plan Pre-tax
			12.33	03/02/2018	VSP 180302140259FN	Vision Plan Pre-tax
			4.76	03/02/2018	VSP 180302140259HR	Vision Plan Pre-tax
			52.63	03/02/2018	VSP 180302140259IS	Vision Plan Pre-tax
			207.35	03/02/2018	VSP 180302140259PD	Vision Plan Pre-tax
			353.96	03/02/2018	VSP 180302140259PV	Vision Plan Pre-tax
	VISION SERVICE PLAN OF IL NFP Total		<u>3,678.54</u>			
3295	SIOS TECHNOLOGY CORP					
		96514	6,000.00	03/01/2018	IN29468	ANNUAL SUPPORT 2/28/18-2/27
	SIOS TECHNOLOGY CORP Total		<u>6,000.00</u>			
3327	HUB INTERNATIONAL MIDWEST LTD					
		91599	3,667.00	03/08/2018	980010	SVCS MARCH 2018
	HUB INTERNATIONAL MIDWEST LTD Total		<u>3,667.00</u>			
3336	NETWORKFLEET INC					
		91578	448.92	03/01/2018	INVE0168448	GPS DIAG/HARNESS KIT
	NETWORKFLEET INC Total		<u>448.92</u>			
3382	DIAMOND SPRAY PAINTING INC					
		95630	300.00	03/01/2018	184864	POWDER COAT
	DIAMOND SPRAY PAINTING INC Total		<u>300.00</u>			
3392	DULUTH HOLDINGS INC					
		95996	129.00	03/01/2018	P705702601012	5-POCKET PANTS
	DULUTH HOLDINGS INC Total		<u>129.00</u>			
3429	Emily Kies					
			40.00	03/01/2018	031018	REIMB CLASS FOR C DIEHL
	Emily Kies Total		<u>40.00</u>			
3447	ELBURN & COUNTRYSIDE FIRE DIST					
			40.00	03/08/2018	021918	CHAD TINSLEY 2-22-18 TRAININ
			40.00	03/08/2018	021918A	GUY GRESSER 2-22-18 TRAININ

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	ELBURN & COUNTRYSIDE FIRE DIST Total		<u>80.00</u>			
3460	Joseph Dony		82.80	03/01/2018	020518	REIMB TRAVEL EXPENDITURE
	Joseph Dony Total		<u>82.80</u>			
3469	HEALTH ENDEAVORS SC	96922	3,556.00	03/08/2018	6535	TESTING - FD
	HEALTH ENDEAVORS SC Total		<u>3,556.00</u>			
3532	Andrew Messenger		61.41	03/01/2018	021618	CDL LICENSE RENEW
	Andrew Messenger Total		<u>61.41</u>			
3597	GEOSTAR MECHANICAL INC					
		96761	962.52	03/01/2018	14429	REPAIR CITY HALL
		96761	1,115.78	03/01/2018	14430	LABOR REPAIR POLICE DEPT
		96761	1,253.87	03/01/2018	14432	LABOR REPAIR WASTE WATER
		96774	2,150.00	03/01/2018	14433	LABOR REPAIR CENTRUY STA
		96904	230.00	03/08/2018	14477	REPAIR PUBLIC WORKS SIGN
		96904	1,068.32	03/08/2018	14478	REPAIR ICE MACHINE FIRE DEI
		96904	843.50	03/08/2018	14479	REPAIR FINANCE DEPT HEAT
		96904	980.24	03/08/2018	14480	REPAIR CENTURY STATION
		96904	489.16	03/08/2018	14481	REPAIR BOILER CENTURY STA
		96904	650.52	03/08/2018	14511	REPAIR CITY HALL FINANCE
	GEOSTAR MECHANICAL INC Total		<u>9,743.91</u>			
3646	Chad Sullivan		188.11	03/01/2018	022518	BOOTS RED WING 2-25-18
	Chad Sullivan Total		<u>188.11</u>			
3650	V3 CONSTRUCTION GROUP LTD	88739	29,542.35	03/08/2018	4	STUARTS CROSSING PROJECT
	V3 CONSTRUCTION GROUP LTD Total		<u>29,542.35</u>			
3660	BADGER DAYLIGHTING CORP	94356	2,481.27	03/01/2018	AR00187212	SVC @ 1560 N 5TH AVE
	BADGER DAYLIGHTING CORP Total		<u>2,481.27</u>			
3667	Anthony Licht		32.39	03/08/2018	030318	1 PR JEANS TARGET 3/3/18

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	Anthony Licht Total		<u>32.39</u>			
3698	GMS LABORATORIES INC					
		93291	5,385.00	03/08/2018	27612	TEST = METALS/MAPS GRIDS
	GMS LABORATORIES INC Total		<u>5,385.00</u>			
3715	GAS DEPOT INC					
		96744	14,735.00	03/08/2018	53345-1	WINTER FUEL
		96770	14,915.20	03/08/2018	53402	INVENTORY ITEMS
	GAS DEPOT INC Total		<u>29,650.20</u>			
3737	ALEXANDER'S CONTRACT SERVICES					
		96828	1,470.60	03/08/2018	101399	METER READING USER SUBSC
	ALEXANDER'S CONTRACT SERVICES Total		<u>1,470.60</u>			
3763	DIRECT PATH LLC					
		91609	855.00	03/08/2018	AT38783	SVCS MARCH 2018
	DIRECT PATH LLC Total		<u>855.00</u>			
3766	PROVEN BUSINESS SYSTEMS					
		91960	205.00	03/08/2018	463895	SVC 1-20 THRU 2-19-18
	PROVEN BUSINESS SYSTEMS Total		<u>205.00</u>			
3788	QUALITROL COMPANY LLC					
		95751	1,384.83	03/01/2018	20026727	SC-DC SEAL IN RELAY
		95800	958.98	03/01/2018	20027965	SEAL IN RELAY
	QUALITROL COMPANY LLC Total		<u>2,343.81</u>			
3799	LRS HOLDINGS LLC					
		92722	154.64	03/01/2018	181112	SVC 10-27 THRU 11-23-17
		92722	160.00	03/01/2018	183575	SVC 11-24 THRU 12-21-17
		92722	160.00	03/08/2018	PS202575	SVC 1-19 THRU 2-15-18
		92738	80.00	03/08/2018	PS202576	SVC 1-19 TO 2-15-18
	LRS HOLDINGS LLC Total		<u>554.64</u>			
3805	EMPLOYEE BENEFITS CORP - ACH					
			7,824.67	02/28/2018	C98632-201802	FLEX SPENDING CLAIMS - FEB
	EMPLOYEE BENEFITS CORP - ACH Total		<u>7,824.67</u>			
3837	GERALD L HEINZ & ASSOCIATES					
		94349	710.00	03/01/2018	18477	WILDROSE SS SIPHON REHAB

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	GERALD L HEINZ & ASSOCIATES Total		<u>710.00</u>			
3852	CAMP KANE HERITAGE FOUNDATION					
		92634	375.00	03/08/2018	VCCCAM0118	HTL TAX DSBRSMTS - JAN 20
	CAMP KANE HERITAGE FOUNDATION Total		<u>375.00</u>			
3867	HOOPER CORPORATION					
		92849	76,812.75	03/01/2018	11986-03	OVERHEAD CONTRACTOR SEF
	HOOPER CORPORATION Total		<u>76,812.75</u>			
3879	ALEXANDERS CAFE 64 INC					
		93074	25,000.00	03/01/2018	1650	DT GRANT AWARD 1650 W MAIL
	ALEXANDERS CAFE 64 INC Total		<u>25,000.00</u>			
3882	CORE & MAIN LP					
		95602	810.00	03/01/2018	I374609	INVENTORY ITEMS
	CORE & MAIN LP Total		<u>810.00</u>			
3885	KIMBERLY G ABATANGELO					
		93184	150.00	03/01/2018	02082018STC	MINUTES 2/8/18
	KIMBERLY G ABATANGELO Total		<u>150.00</u>			
3886	VIA CARLITA LLC					
		96788	592.04	03/01/2018	101522	
		96891	2,109.76	03/08/2018	102178C	REPAIR FORD ESCAPE 2011
	VIA CARLITA LLC Total		<u>2,701.80</u>			
3898	GRACE POWER AND CONTROL LLC					
		93865	19,500.00	03/01/2018	3399	SITE WORK
	GRACE POWER AND CONTROL LLC Total		<u>19,500.00</u>			
3909	Patrick Carter					
			6.00	03/01/2018	022718	REIMB CDL TANKER ENDRSMN
			296.24	03/08/2018	030518	BOOTS RED WING 3-5-18
	Patrick Carter Total		<u>302.24</u>			
3915	B&W CONTROL SYSTEMS					
		93917	23,700.00	03/08/2018	0197754	2017-18 PHS 1 - SCADA PROJ
	B&W CONTROL SYSTEMS Total		<u>23,700.00</u>			
3936	CORTLAND COMMUNITY					

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		96878	68.00	03/01/2018	17057	HEARTSAVER ECARDS
	CORTLAND COMMUNITY Total		68.00			
3937	DEREK SWANSON					
		95088	6,875.00	03/01/2018	020918	FINAL INSTALLMENT LABOR/W
	DEREK SWANSON Total		6,875.00			
3943	Saverio Spinnato					
			208.52	03/08/2018	030218	BOOTS RED WING 3-2-18
	Saverio Spinnato Total		208.52			
3952	CMC GOVERNMENT SERVICES INC					
		95507	487.49	03/08/2018	IN239103	SABRE INERT 1.8OZ
	CMC GOVERNMENT SERVICES INC Total		487.49			
3956	RAINBOW GLASS & TRIM LTD					
		95662	475.00	03/08/2018	397871-ADD	CHARGE \$'S PREVAIL WAGE
		96131	300.00	03/08/2018	397932-ADD	CHARGE \$'S PREVAIL WAGE
	RAINBOW GLASS & TRIM LTD Total		775.00			
3963	SPRING ALIGN OF PALATINE					
		96663	1,109.72	03/01/2018	108843	PLOW EDGE
	SPRING ALIGN OF PALATINE Total		1,109.72			
3965	TIMOTHY E COOPER					
		96786	140.00	03/08/2018	142	48X48X1/4 CLEAR LEXAN SHEE
	TIMOTHY E COOPER Total		140.00			
3972	MARVIN HILL					
			2,279.00	03/08/2018	022418	SVCS FEB 16 AND 17 2018
	MARVIN HILL Total		2,279.00			
99900071	MAX & CATHERINE SCHMIDT					
			46,474.17	03/01/2018	20180227	RELEASE ESCROW = 2455 DUN
	MAX & CATHERINE SCHMIDT Total		46,474.17			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
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	<u>Grand Total:</u>	<u>1,924,302.02</u>				
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The above expenditures have been approved for payment:

_____	_____
Chairman, Government Operations Committee	Date

_____	_____
Vice Chairman, Government Operations Committee	Date

_____	_____
Finance Director	Date



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: IA

Title:	Motion to Approve an Ordinance Authorizing the Execution of the Phase III (Building #2) Construction License Agreement between the City of St. Charles and First Street Development II, LLC
Presenter:	Rita Tungare

Meeting: City Council - New Business Date: April 2, 2018

Proposed Cost: N/A	Budgeted Amount: N/A	Not Budgeted: <input type="checkbox"/>
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Executive Summary *(if not budgeted please explain):*

A license agreement between the City of St. Charles and First Street Development II, LLC for Phase III (Building #2) of the First Street Redevelopment Project is being presented to the Council for consideration.

The City and First Street Development II, LLC are parties to the Central Downtown Tax Increment Financing Redevelopment Agreement (First Street Project), dated March 5, 2015. The agreement was most recently amended in November 2017 to approve development plans for Building #2

The City Council approved a resubdivision plat to modify the Building #2 lot to match the proposed building footprint. This plat is in the process of being signed and recorded.

The construction license will permit the developer to access Lot #2 and the surrounding City-owned property for construction staging and materials storage for the duration of the building construction. The agreement will also permit the developer to commence grading, excavation and related construction activities on Lot 2, prior to the recording of the plat and conveyance of the property.

Building permit plans for Building #2 are currently under review. The target construction commencement date for this building is 4/30/18.

Similar construction license agreements were approved for the other buildings constructed in Phase 3.

Attachments *(please list):*

Ordinance, with Construction License attached as an Exhibit

Recommendation/Suggested Action *(briefly explain):*

Motion to Approve an Ordinance Authorizing the Execution of the Phase III (Building #2) Construction License Agreement between the City of St. Charles and First Street Development II, LLC

Prepared by: City of St. Charles 2 E. Main St. St. Charles, IL 60174	For Recorder's Use Only
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**License Agreement
PHASE III (BUILDING #2)**

This PHASE III (BUILDING #2) CONSTRUCTION LICENSE AGREEMENT ("License") is made and entered into on this 2nd day of April, 2018 by and between the CITY OF ST. CHARLES, an Illinois municipal corporation (herein referred to as "Licensor") and FIRST STREET DEVELOPMENT II, LLC, an Illinois limited liability company (herein referred to as "Licensee").

Licensor and Licensee are parties to a certain City of St. Charles Central Downtown Tax Increment Financing Redevelopment Agreement (First Street Project), dated the 5th day of March, 2015, and amended by a certain First Amendment dated the 6th of September, 2016, a certain Second Amendment dated the 21st of February, 2017, and a certain Third Amendment dated the 6th of November, 2017 (the "RDA"). Unless otherwise defined to the contrary, all defined terms in the License shall have the same definition and meaning as provided for in the RDA.

Pursuant to Section 4.1 of the RDA, the Licensee is to construct each Phase of the Project undertaken by Developer in accordance with the objectives of the Redevelopment Plan, the Site Plan, the Scope of Project and all Governmental Requirements. Licensee desires to enter the fenced in area on the City Property depicted on Exhibit A, attached hereto and made a part hereof, and as modified from time to time during construction and begin construction of the Phase III (Building #2) and the Licensor is willing to grant Licensee a license to do so, pursuant to the RDA, on the terms and conditions set forth below.

Licensor hereby grants Licensee and its contractors and its subcontractors, a license to enter upon the City Property, for the purpose of staging construction activities and materials and to commence grading, excavation and related construction activities on the City Property, as required under the RDA (collectively the "Work") provided, however:

1. Such Work is at Licensee's risk shall be done in accordance with the RDA and all applicable laws, regulations and requirements of all governmental authorities having jurisdiction over the Work and in full compliance and in strict conformance with the plans and specifications approved by the City.

2. The terms of the RDA are incorporated herein and made a part hereof. The term of the License shall expire upon Substantial Completion of Phase III as contemplated by the RDA, or as may be otherwise determined by the City upon notice to Licensee, as provided for under the RDA, and the Licensee shall restore the City Property to substantially the same condition as existed prior to commencement of the Work, except for those improvements on Lot 2 of Phase III to be constructed and owned by Licensee pursuant to the RDA.

3. The Licensee agrees to and shall indemnify, defend and hold harmless Licensor its members, managers, representatives, assigns, servants, agents and employees from any and all liability, claims, damages, expenses, actions, and costs of actions, in law or equity (including reasonable attorney's fees and costs, and reasonable attorney's fees and costs on appeal), of any kind and nature, arising or growing out of or in any way connected with the use, occupancy, maintenance or control of the public parking activities on the Property by the Licensee and any of its agents, assigns, servants, employees, customers, patrons or invitees, or arising out of or in any way connected with the operation or conduct of the Licensee hereunder or in any way related to this License, whether known or unknown, suspected or unanticipated as well as anticipated and that now exist or may hereinafter accrue based on matters now known as well as unknown. The Licensee shall, at its own expense, appear, defend and pay all reasonable charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against Licensor, its members, managers, representatives, assigns, servants, agents and employees, the Licensee shall, at its own expense, satisfy and discharge the same. Each party shall give prompt written notice to the other of the assertion or commencement of any claim, demand, investigation, action, suit or other legal proceeding for which indemnity is, or may be sought hereunder. The Licensee shall have the right and obligation to assume, at its own expense, the defense or settlement of any third-party claim, demand, investigation, action, suit or other legal proceeding for which it is obligated to provide indemnity hereunder; provided, however, that the Licensee shall not settle or compromise any such claim, demand, investigation, action, suit or other legal proceeding without Licensor's prior written consent thereto, unless the terms of such settlement or compromise unconditionally discharge and release Licensor from any and all liabilities and obligations thereunder and do not involve a remedy other than the payment of money by the Licensee. Notwithstanding the foregoing, the Licensee may not assume or control the defense if the named parties to a third party claim (including any impleaded parties) include both the Licensee and Licensor and representation of both parties by the same counsel (in such counsel's reasonable determination) would be inappropriate due to actual or potential differing interests between them, in which case Licensor shall have the right to defend the third party claim and to employ counsel reasonably approved by the Licensee, and to the extent the matter is determined to be subject to indemnification hereunder, the Licensee shall reimburse Licensor for the reasonable costs of its counsel. If the Licensee does not assume liability for and the defense of a third party claim, Licensor shall have the right (i) to control the defense thereof and (ii), if Licensor shall

have notified the Licensee of Licensor's intention to negotiate a settlement of the third party claim (at the Licensee's expense to the extent the matter is determined to be subject to indemnification hereunder), which notice shall include the material terms of any proposed settlement in reasonable detail, unless the Licensee shall have notified Licensor in writing of the Licensee's election to assume liability for and the defense of the third party claim within ten days after receipt of such notice, and the Licensee promptly thereafter shall have taken appropriate action to implement such defense Licensor shall have the right to settle such third party claim. Licensor shall not be entitled to settle any such third party claim pursuant to the preceding sentence without the Licensee's prior written consent unless the terms of such settlement includes an unconditional release of the Licensee by the third party claimant on account thereof. Notwithstanding the foregoing, Licensor at all times shall have the right, at its option and expense, to participate fully in the defense or settlement of such claim, demand, investigation, action, suit or other legal proceeding. The Licensee and Licensor shall cooperate fully in defending or settling any third-party claim, demand, investigation, action, suit or other legal proceeding, and the defending or settling party shall have reasonable access to the books and records and personnel of the other party that are relevant to such claim, demand, investigation, action, suit or other legal proceeding.

4. During the term of this License and until Closing, the Licensee shall furnish, or cause its contractors to furnish, to the Licensor a certificate of insurance, to be provided under the construction agreement between Licensee and its contractor, as approved by Licensor, but in no event for coverages and amounts less than those required under the RDA, and otherwise reasonably satisfactory to the Licensor. The insurance policies shall be expressly endorsed to include the Licensor, as additional insured. Such certificates of insurance shall require the insurer(s) to provide not less than thirty (30) days advance written notice to the Licensor in the event of any cancellation, non-renewal or change in the policy limits, terms or conditions which would cause them to fail to meet the foregoing requirements. Such insurance shall be maintained during the terms of the License.

5. Licensor shall at Licensee's sole cost and expense fully but reasonably cooperate with Licensee's efforts to obtain necessary permits and governmental approvals to begin site work and construction, including but not limited to executing and /or consenting to any necessary applications as Licensor of the Property when and if required by any governmental authority.

6. The Licensee shall be liable for all claims for damages to persons or property by reason of the occupation or use of the Property for the Work under this License. Licensor, its representatives, assigns, servants, agents and employees shall not be liable for any damage to the property of the adjoining property owners or occupants or the property of the public.

7. Assignment. The Licensee shall neither assign this License nor any part of it without the prior written consent of Licensor, which may be withheld for any or no reason.

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

9. Notices. Written notice mailed or hand-delivered to the Licensor 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 Licensee at 409 East Illinois Ave., Suite 1C, St. Charles, Illinois 60174, shall constitute sufficient notice to Licensee to comply with the terms of this License. Notice by mail shall be considered given on the date postmarked, or in the case of hand-delivery, on the date delivered.

10. Entire Agreement. This License 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 License may be amended by the mutual written agreement of the parties.

11. Negotiation. The parties to this License acknowledge that all terms of this License were negotiated at arm's length and that this License and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, this License 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 License in favor of or against any person or party who drafted this License.

LICENSOR

CITY OF ST. CHARLES,
an Illinois municipal corporation

By: _____
Mayor Raymond Rogina

Attest: _____
Chuck Amenta, City Clerk

LICENSEE

FIRST STREET DEVELOPMENT II, LLC,
an Illinois limited liability company

By: _____

EXHIBIT A



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: IIA2

Title:

Recommendation to a approve an Ordinance Amending Title 5, Entitled “Business Licenses and Regulations” Chapter 5.08, “Alcoholic Beverages”, 5.08.090, “License - Classifications”, Section 5.08.100, “License Fees; Late Night Permit Fees; Fees Established, and Section 5.08.130 “License-Hours of Sale” of the St. Charles Municipal Code (New G-2 Liquor License Classification)

Presenter:

Jim Keegan, Chief of Police

Meeting: City Council

Date: April 2, 2018

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

Executive Summary (if not budgeted please explain):

In order to accommodate for the proposed Octane 93 Nano-brewery, a new classification of G-2 has been drafted, which creates the need for several ordinance amendments to be approved to update the current liquor code for the City of St. Charles. Following are the sections that will need to be revised:
Title 5 – Business Licenses and Regulations, Chapter 5.08 – Alcoholic Beverages

- Section 5.08.090 – License – Classifications
- Section 5.08.100 – License Fees; Late Night Permit Fees; Fees Established
- Section 5.08.130 – License – Hours of Sale

Pursuant to this item being presented at the Government Operations Committee meeting on Monday, March 19, 2018 to seek approval; it will be brought before the Liquor Control Commission at a meeting scheduled at 4:30 p.m., the same day, to process and move it forward to this Committee. This item will then continue on to the City Council meeting scheduled on April 2, 2018 for final approval.

This item was presented at the March 19, 2018 Government Operations Committee meeting where it received a vote of 7-2 in favor of this amendment.

Attachments (please list):

New License Classification, License Fees, Hours of Sale and Proposed Ordinance

Recommendation/Suggested Action (briefly explain):

Recommendation to a approve an Ordinance Amending Title 5, Entitled “Business Licenses and Regulations” Chapter 5.08, “Alcoholic Beverages”, 5.08.090, “License - Classifications”, Section 5.08.100, “License Fees; Late Night Permit Fees; Fees Established, and Section 5.08.130 “License-Hours of Sale” of the St. Charles Municipal Code (New G-2 Liquor License Classification).

G-2. Class G-2 Licenses shall authorize the retail sale of beer manufactured on premises for consumption on the premises of any nano-brewery market, or for consumption not on the premises in original sealed packaging only. The retail sales portion of the licensed premises shall be separate from the manufacturing portion of the premises. Food service shall be permitted in accordance with Class B or C Licenses. Class G-2 licenses shall further authorize the retail sale of crafted beers for consumption on the premises and the retail sale of alcoholic liquors in original packages only and not for consumption on the premises subject to the following provisions:

1. The products sold for consumption off the premises are not opened and consumed on the premises;
2. Permitted food service, goods, and merchandise, other than alcoholic liquor, are also offered for the retail sale on the premises.
3. The retail sale of beer, wine, or alcoholic liquor for consumption off the premises shall be in original packages only.

If the licensed premises consists of multiple shops or restaurants at one street address, alcohol sold for the purpose of consumption on the premises may be carried and consumed throughout the premises and only if such movement can be made wholly within the enclosed structure of the premises, or approved outdoor seating area. This license shall be a site license for the complete premises.

5.08.100 License Fees; Late Night Permit Fees; Fees Established

1. Fees Established. The fees for the various Classes of local liquor licenses authorized in this chapter shall be as follows:

Class License	Annual License Fee	Comments
A-1	\$1,600.00	Package Liquor Stores Only
A-2	\$1,600.00	Grocery Stores
A-2B	\$1,600.00	Wine/Beer Sales Only
A-4	\$1,600.00	Brewery, Distillery, and Winery Sales
A-5	\$1,800.00	Wine by Glass & Bottle Sales
A-6	\$1,600.00	Gasoline Station with Convenience Store
B-1	\$1,200.00	Basic Restaurant Liquor License
B-2	\$1,800.00	Purchase Wine w/Takeout
B-3	\$1,800.00	On Premise Consumption & Retail Sale of Wine
C-1 & C2	\$1,200.00	Basic Tavern Liquor License
C-3	\$1,800.00	Sale of Bottled Wine
D-1	\$4,000.00	Pheasant Run
D-2	\$2,000.00	Hotels
D-3	\$2,000.00	Banquet Halls/Country Clubs
D-4	\$1,000.00	Moose/Clubs
D-5	\$2,000.00	Arcada
D-6	\$2,000.00	Q-Center
D-7	\$500.00	Steele Beam Theatre
D-8	\$1,200.00	Arts & Entertainment License
D-9	\$500.00	Small Event Venues
E-1	\$50.00 per day	Not for Profit
E-2	\$100.00 per day	Special Events B/C licensees

E-3	\$50.00 per day	Kane County Fair
E-4	\$100.00 per day	City Owned Premises
E-5	\$500.00 annual	Harley Davidson
E-6	\$100.00 per day	Special Late Night Permit Event
E-7	\$100.00 per day	Special Events A-2/A-2B licensees
F-1	\$100.00	BYOB Beer and Wine Only
F-2	\$250.00	BYOB Beer, Wine, and Spirits
G-1	\$1,600	Brewery/Restaurant
<u>G-2</u>	<u>\$3,000</u>	<u>Nano Brewery/Market</u>
V	\$1000 - Initial License \$500 - Each Renewal License \$100 - Per each video gaming terminal	Video Gaming

2. NOTE: Initial license fee is doubled for all first time Class A, B, C, D, G license applicant fees.(Ord. 2017-M-17 § 1; Ord. 2014-M-25§ 2; Ord. 2014-M-5 § 2; Ord. 2014-M-4 § 3; Ord. 2012-M-30 § 7; Ord. 2010- M-52 § 7.)

Late Night Permit	Fee	Renewal
Late Night Permit -1 (1:00 a.m.)	\$800.00	\$800.00
Late Night Permit -2 (2:00 a.m.)	\$2,300.00	\$2,300.00

5.08.130 – License - Hours of Sale

1. It shall be unlawful for any person holding a Class A- 1, A- 2, A- 213, A- 4, A- 5, A-6, F- 1, F- 2, or G-2 license issued pursuant to this chapter to sell, offer for sale or to give away, in or upon any licensed premises any alcoholic liquor prior to the hour of 7: 00 a.m. and after the hour of 10:00 p.m.
2. It shall be unlawful for any person holding a Class B- 1, B- 2, B- 3, C- 1, C- 2, C- 3, D-8, D-9, or G- 1 license issued pursuant to this chapter to sell, offer for sale or to give away, in or upon any ALCOHOLIC BEVERAGES 5.08-21 licensed premises, any alcoholic liquor between the hours of 12:00 midnight and 7:00 a. m.
3. It shall be lawful for any person holding a B- 1, B-2, B- 3, C- 1, C-2, C- 3, or G-1 license issued pursuant to this chapter to sell, offer for sale, in or upon any licensed premises, any alcoholic liquor until 2:00 a.m. on January 1 without being issued a Late Night Permit.
4. It shall be unlawful for any person holding a Class D- 1 license issued pursuant to this chapter to sell, offer for sale or to give away, in or upon any licensed premises, any alcoholic liquor between the hours of 2:00 a.m. and 7:00 a.m. on Monday, Tuesday, Wednesday, Thursday and Friday; between the hours of 3:00 a. m. and 7:00 a.m.
5. It shall be unlawful for any person holding a Class D- 2, D-4, D- 5, D- 6, or D- 7 license issued pursuant to this liquor chapter to sell, offer for sale or to give away, in or upon any licensed premises, any alcoholic liquor between the hours of 2:00 a.m. and 7:00 a.m.
6. It shall be unlawful for any person holding a Class E-2 license or E-4 license issued pursuant to this chapter to sell, offer for sale or to give away, in or upon any licensed premises, any alcoholic liquor between the hours of 12:00 midnight and 10:00 a.m.
7. It shall be unlawful for any person holding a Class E-5 license issued pursuant to this chapter to sell or deliver, in or upon any licensed premises, any alcoholic liquor, except during those hours as specifically set forth in said Class E-5 license.
8. It shall be lawful for any person holding a Class E-6 Temporary License Permit issued pursuant to 5.08-22 this chapter to sell, offer for sale in or upon any licensed premises, any alcoholic liquor until 1:00 a.m. or 2:00 a.m. (on specified date as stated on approved permit by City Council).
9. It shall be unlawful for any person holding a Class E-2 license or E-4 license issued pursuant to this chapter to sell, offer for sale or to give away, in or upon any licensed premises, any alcoholic liquor between the hours of 12:00 midnight and 10:00 a.m. on Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday.
10. It shall be unlawful for any person holding a Class E-5 license issued pursuant to this chapter to sell or deliver, in or upon any licensed premises, any alcoholic liquor, except during those hours as specifically set forth in said Class E-5 license.
11. It shall be lawful for any person holding a Class E-6 Temporary License Permit issued pursuant to 5.08-22 this chapter to sell, offer for sale in or upon any licensed premises, any alcoholic liquor until 1:00 a.m. or 2:00 a.m. (on specified date as stated on approved permit by City Council).

City of St. Charles
Ordinance No. 2018-M-_____

Ordinance Amending Title 5, Entitled “Business Licenses and Regulations” Chapter 5.08, “Alcoholic Beverages”, 5.08.090, “License - Classifications”, Section 5.08.100, “License Fees; Late Night Permit Fees; Fees Established, and Section 5.08.130 “License-Hours of Sale “of the St. Charles Municipal Code

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

SECTION ONE: That Title 5 “Business Licenses and Regulations” Chapter 5.08, “Alcoholic Beverages”, 5.08.090, “License – Classifications be amended by adding the following:

5.08.090 – License - Classifications

Local liquor licenses for the retail sale of alcoholic liquor shall be divided into the following classes and sub-classes:

8. **G-1. Class G-1 Licenses** shall authorize the retail sale of beer manufactured on premises for consumption on the premises or for consumption not on the premises in original/sealed packaging only. The retail sales portion of the licensed premises shall be separate from the manufacturing portion of the premises. Food service, late night permitting, and other alcoholic beverage service, shall be permitted in accordance with other Class B or C Licenses.
- G-2. Class G-2 Licenses shall authorize the retail sale of beer manufactured on premises for consumption on the premises of any nano-brewery market, or for consumption not on the premises in original sealed packaging only. The retail sales portion of the licensed premises shall be separate from the manufacturing portion of the premises. Food service shall be permitted in accordance with Class B or C Licenses. Class G-2 licenses shall further authorize the retail sale of crafted beers for consumption on the premises and the retail sale of alcoholic liquors in original packages only and not for consumption on the premises subject to the following provisions:
 1. The products sold for consumption off the premises are not opened and consumed on the premises;
 2. Permitted food service, goods, and merchandise, other than alcoholic liquor, are also offered for the retail sale on the premises.
 3. The retail sale of beer, wine, or alcoholic liquor for consumption off the premises shall be in original packages only.

If the licensed premises consists of multiple shops or restaurants at one street address, alcohol sold for the purpose of consumption on the premises may be carried and consumed throughout the premises and only if such movement can be made wholly within the enclosed structure of

the premises, or approved outdoor seating area. This license shall be a site license for the complete premises.

SECTION TWO: That Title 5 “Business Licenses and Regulations” Chapter 5.08, “Alcoholic Beverages”, Section 5.08.100, “License Fees; Late Night Permit Fees; Fees Established of the St. Charles Municipal Code be amended by adding the following:

Class License	Annual License Fee	Comments
A-1	\$1,600.00	Package Liquor Stores Only
A-2	\$1,600.00	Grocery Stores
A-2B	\$1,600.00	Wine/Beer Sales Only
A-4	\$1,600.00	Brewery, Distillery, and Winery Sales
A-5	\$1,800.00	Wine by Glass & Bottle Sales
A-6	\$1,600.00	Gasoline Station with Convenience Store
B-1	\$1,200.00	Basic Restaurant Liquor License
B-2	\$1,800.00	Purchase Wine w/Takeout
B-3	\$1,800.00	On Premise Consumption & Retail Sale of Wine
C-1 & C2	\$1,200.00	Basic Tavern Liquor License
C-3	\$1,800.00	Sale of Bottled Wine
D-1	\$4,000.00	Pheasant Run
D-2	\$2,000.00	Hotels
D-3	\$2,000.00	Banquet Halls/Country Clubs
D-4	\$1,000.00	Moose/Clubs
D-5	\$2,000.00	Arcada
D-6	\$2,000.00	Q-Center
D-7	\$500.00	Steele Beam Theatre
D-8	\$1,200.00	Arts & Entertainment License
<u>D-9</u>	<u>\$500.00</u>	<u>Small Event Venues</u>
E-1	\$50.00 per day	Not for Profit
E-2	\$100.00 per day	Special Events B/C licensees
E-3	\$50.00 per day	Kane County Fair
E-4	\$100.00 per day	City Owned Premises
E-5	\$500.00 annual	Harley Davidson
E-6	\$100.00 per day	Special Late Night Permit Event
E-7	\$100.00 per day	Special Events A-2/A-2B licensees
F-1	\$100.00	BYOB Beer and Wine Only
F-2	\$250.00	BYOB Beer, Wine, and Spirits
G-1	\$1,600	Brewery/Restaurant

G-2

V

\$3,000

\$1000 - Initial License
\$500 - Each Renewal License
\$100 - Per each video gaming terminal

Nano Brewery/Market

Video Gaming

SECTION THREE: That Title 5 “Business Licenses and Regulations” Chapter 5.08, “Alcoholic Beverages”, 5.08.130, “License – Hours of Sale” be amended by adding the following:

1. It shall be unlawful for any person holding a Class A- 1, A- 2, A- 213, A- 4, A- 5, A-6, F- 1, F- 2, or G-2 license issued pursuant to this chapter to sell, offer for sale or to give away, in or upon any licensed premises any alcoholic liquor prior to the hour of 7: 00 a.m. and after the hour of 10:00 p.m.

SECTION FOUR: That after the adoption and approval hereof, this Ordinance shall (i) be printed or published in book or pamphlet form pursuant to the authority of the City 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.

SECTION FIVE: This Ordinance shall be in full force and effect ten (10) days from and after its passage by a vote of the majority of the corporate authorities now holding office, approval and publication in the manner provided by law.

PRESENTED to the City Council of the City of St. Charles, Illinois, this ____ day of _____, 2018.

PASSED by the City Council of the City of St. Charles, Illinois this ____ day of _____, 2018.

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of _____, 2018.

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes : _____

Nays : _____

Absent : _____

APPROVED AS TO FORM:

City Attorney

DATE: _____

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IIA9

Title:

Recommendation to approve an Application for a New Massage Establishment License for Restore and Recover located at 1121 E Main Street, St. Charles, IL 60174.

Presenter:

Jim Keegan, Chief of Police

Meeting: City Council

Date: April 2, 2018

Proposed Cost: \$

Budgeted Amount: \$

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

This is a request for a new Massage Establishment License for Restore and Recover located at 1121 E Main Street, St. Charles, IL 60174.

As is customary procedure, a detective was assigned to this investigation and reviewed not only the site location via an inspection, but also the corresponding application and applicant.

We also found nothing of a derogatory nature that would preclude either the site location or the applicant from moving forward with a massage license, subject to City Council approval.

Pursuant to this item being presented at the Government Operations Committee meeting on Monday, March 19, 2018 to seek approval; it will be brought before the Liquor Control Commission at a meeting scheduled at 4:30 p.m., the same day, to process and move it forward to this Committee. This item will then continue on to the City Council meeting scheduled on April 2, 2018 for final approval.

This item was presented at the March 19, 2018 Government Operations Committee meeting where it received a vote of 8 in favor, and 1 abstain.

Attachments *(please list):*

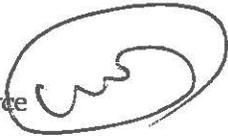
Massage Establishment Application
Memo
Background Check
Site Plan
Business Plan

Recommendation/Suggested Action *(briefly explain):*

Recommendation to Approve an Application for a New Massage Establishment License for Restore and Recover located at 1121 E Main Street, St. Charles, IL 60174.

Police Department

Memo

Date: 3/13/2018
To: Chief Keegan
From: Commander Chuck Pierce 
Re: Massage Therapist Background / Jessica Klecka

The purpose of this memo is to document the background investigation of Jessica L. Klecka pursuant to her application for a Massage Establishment License for Restore and Recover.

Applicant:

Ho 

- Klecka currently resides at the above address in Elgin, Illinois. Klecka has been residing at this address for approximately 4 years.
- The Elgin Police Department has no negative contacts with Klecka.
- Klecka has no negative contacts through our department's New World System.
- Klecka has no negative contacts through the Kane County Aegis System.
- Klecka showed no negative court information when run through Kane County Circuit Clerk.
- Klecka was born in Elgin, Illinois and is a U.S. Citizen.
- Klecka's maiden name is Jessica L. Cancel. This name was checked along with her current name in all the same data bases with no negative contacts found.
- Klecka stated that prior to living in Elgin she lived in Carol Stream, and St. Charles.

Service, Courage, Professionalism, Dedication



- Klecka was checked through Carol Stream with no negative contacts. Carol Stream also checked DuPage court System for me and found one traffic citation.
- Klecka plans on opening a new message establishment here in town under the name Restore and Recover. The business will be located at 1121 E. Main St. Suite 121/125, St. Charles, Il 60174.
- Klecka stated that she has yet to open the business and will not do so until she obtains a license. Klecka is currently employed with Mario Tricoci in Bloomingdale, Illinois. Klecka has been employed with the business since November 2011. I logged onto www.google.com and search Mario Tricoci through the search engine and found it to have good ratings. One reviewer gave Klecka 5 stars. Klecka's married name and maiden name were run through Google with nothing negative found.
- At this time Klecka will be the only message therapist and only employee of the business.
- On 02/13/2015, Klecka submitted a set of fingerprints to the St. Charles Police Department. The police department has yet to receive the results of the submission.
- Klecka stated that the massages would be taking place in the larger of the two rooms. Klecka provided a physical layout of the business when she submitted her application to the City of St. Charles. (See attached business floor plan) The smaller front room would be used as waiting and recovery.
- Klecka stated that she attended Cortiva School of Massage Therapy in Woodridge, Illinois where she obtained a State of Illinois Massage Therapist License #227.013689. (See attached copy of massage license)
- I logged onto the Illinois Department of Financial & Professional Regulation web site. I ran Klecka's Massage Therapist License, which came back valid and in good standing with no discipline. (See attached document)
- I logged onto TLOxp, which is a Law Enforcement Data Base. I ran Klecka's Social Security number, which registered to her. TLOxp did not list any additional licenses registered to Klecka.
- Klecka was given a copy of Local Ordinance Chapter 5.20 and was told to review the definitions and requirements of the Massage Therapist License.
- Klecka provided me with a copy of her lease agreement. Klecka has yet to sign the lease with Black Rhino Industries, LLC and is waiting to obtain her approval for the license before doing so. (See attached lease agreement) I did speak to Brian Dempsey with Black Rhino who advised they are holding the space for Klecka.

- Klecka provided me with a copy of her Certificate of Liability Insurance for herself and a quote for the business Restore and Recover. The quote for Restore and Recover is from State Farm Fire and Casualty Company. The insurance coverage of \$2,000,000.00 for each occurrence. Klecka is also covered under the American Massage Therapy Association (AMTA) with a Professional Liability Occurrence Coverage. This coverage is also \$2,000,000.00 per claim. The binder is compliant with the Massage Therapist License, Local Ordinance 5.20. (See attached copy of insurance documents)

This concludes this background investigation.

CP



ST. CHARLES
SINCE 1834

As an applicant for licensing with the City of St. Charles, I am required to furnish information for use in determining my qualifications. In this connection, I authorize the release of any and all information you may have concerning me, including but not limited to criminal history and conviction information, information of a confidential or privileged nature or any data or materials which have been sealed or agreed to be withheld pursuant to any prior agreement or court proceeding involving disciplinary matters.

I hereby release, discharge, and exonerate the CITY OF ST. CHARLES POLICE DEPARTMENT, its agents and representatives, and any person furnishing information from any and all liability of every nature and kind arising out of the furnishing, inspecting, and copying of such documents, records and other information. This release shall be binding on my legal representatives, heirs, and assigns. It is understood and acknowledged by me that any information secured, pursuant to this required background investigation, which would negatively reflect on me or my ability to obtain licensing in the City of St. Charles or elsewhere may be disseminated to the appropriate agency or jurisdiction of proper authority. A copy of this document shall be as binding as the original.

Jessica Kleck

Applicant Name (Printed)

Applicant's Signature

3/6/18

Date

JAMES T. KEEGAN *Chief of Police*



Illinois Department of Financial and
Professional Regulation

Lookup Detail View

Contact

Contact Information

Name	City/State/Zip	DBA/AKA
JESSICA LYNN KLECKA	ELGIN, IL 60124	

License

License Information

License Number	Description	Status	First Effective Date	Effective Date	Expiration Date	Ever Disciplined
227013689	Licensed Massage Therapist	ACTIVE	12/13/2011	12/19/2016	12/31/2018	N

Generated on: 3/13/2018 2:41:35 PM

**RIDER ATTACHED HERETO & THEREFORE MADE A PART OF
THIS LEASE BETWEEN BLACK RHINO INDUSTRIES, LLC, LESSOR,
AND JESSICA KLECKA, LESSEE**

EXHIBIT C

LESSEE INFORMATION/CONTACT SHEET

COMPANY NAME: _____ PRIMARY CONTACT NAME: _____

MAILING ADDRESS [after lease is executed]: _____

LEASED PREMISES ADDRESS: _____ UNIT #: _____

PRIMARY PHONE #: _____ PRIMARY FAX #: _____

PRIMARY EMAIL ADDRESS: _____ MOVE-IN DATE: _____

Preferred Correspondence Method: Regular Mail: _____ Email: _____ Phone: _____

In case of emergency please contact the following:

1st Contact Name: _____ Phone#: _____

2nd Contact Name: _____ Phone#: _____

3rd Contact Name: _____ Phone#: _____

KEY REQUIREMENTS

OF KEYS TO SUITE: _____ (2 keys provided free) *** Additional keys are available for \$10.00 / each**

OF KEYS TO BUILDING: _____ (2 keys provided free) *** Additional keys are available for \$10.00 / each**

Mailbox required: _____ Yes _____ No # of Mailbox keys: _____

Will your space be alarmed? _____ Yes _____ No

Who is authorized to request duplicate keys? _____

Primary contact in case of an employee lock out? Contact Name: _____ Phone#: _____

SIGNAGE (please indicate how you want your name to read)*

DIRECTORY (if applicable): _____

SUITE DOOR (if applicable): _____

MONUMENT (if applicable): _____

***Signage varies by property, and signage as stated above may or may not be available at your property.
Additional monthly fees for certain signage may apply.**

BUSINESS HOURS:

Monday -- Friday: _____

Saturday: _____ Sunday: _____

Tenant Signature of Approval: _____ Date: _____



City of St. Charles

Office of the Mayor

Two East Main Street
St. Charles, Illinois 60174-1984

Phone: 630-377-4445 • Fax: 630-377-6034

Office Use Only	
Received:	_____
Amount Paid:	_____
Receipt:	_____

MESSAGE ESTABLISHMENT LICENSE APPLICATION

IMPORTANT: Application must be completed in full and notarized before it will be accepted.

All fees must be paid at the time the application is submitted and a current certificate of insurance must be included with this application.

Annual License Application Fee: \$250.00

Fingerprint Fee: \$50.00 (if new owner)

NOTE: Applicant must be fingerprinted by the St. Charles Police Department and must provide two passport-size photographs (2 x 2 inches, head and shoulders area, facing forward) with this application.

1. New License Application Renewal Application Application Change

2. Please select the option that best describes your business:

Corporation Partnership Individual

3. Business Name: Restore and Recover Sales Tax#: _____

Business Address: 1121 East Main Street, suite 125 Business Phone: _____

Email Address: _____

4. Name of Applicant: Jessica Klecka Home Phone: _____

Home Address: _____ City/Zip: Elgin IL, 60124

Social Security: _____ Date of Birth: _____

Driver's License: _____ Issuing State: Illinois

****Must include a photocopy of government issued identification card.**

5. Have you ever been convicted of a criminal ordinance violation (other than minor traffic offences):

Yes No

6. If yes, explain in detail:

7. Days/Hours of Operation: 7 days a week 9am - 7pm → Dropping to 6 days

8. Will the business be supervised and conducted by a manager:

Yes

No

If no, please explain:

I am taking all responsibility, will manage myself and business

9. Name of Manager: _____ Home Phone: _____

Home Address: _____ City/Zip: _____

Social Security #: _____ Date of birth: _____

10. **List as indicated** previous three years' employment history:

Employer: MARIG Tricoci Phone: 847 202 1900

Address: 64 Stratford Dr, Bloomingdale Occupation: Massage Therapist

Dates of employment: From: Nov, 2011 To: March, 2013

Employer: _____ Phone: _____

Address: _____ Occupation: _____

Dates of employment: From: _____ To: _____

Employer: _____ Phone: _____

Address: _____ Occupation: _____

Dates of employment: From: _____ To: _____

11. Has the manager ever been convicted of a criminal or ordinance violation (other than minor traffic offenses): Yes No

If yes, explain in detail:

12. Will you operate by appointment only? Yes No

13. If you answered Yes to #12, will walk-ins be accepted? Yes No

14. License and/or permit history. List all prior Massage Licenses/Permits and current status (use additional sheet if needed):

Issuing authority: State of Illinois
Department of Financial and Professional
Regulation Division of Professional Regulation Status: Active

Issuing authority: _____ Status: _____

15. Have you or any of your licensed massage therapists been sanctioned by the Illinois Department of Professional Regulation concerning your licensure? **As a reminder and per Illinois law, all Massage Therapists practicing inside the State of Illinois must be licensed by State of Illinois. Out of state licensees are NOT valid in Illinois.** Yes No

16. If any prior licenses/permits have been revoked/suspended, state the reason and disposition:

Reason: _____ Disposition: _____

Reason: _____ Disposition: _____

17. Describe the building and specific location within the building where the Massage business will be conducted:

****ATTACH A FLOOR LAYOUT/DIAGRAM OF THE BUSINESS****

Approximate floor area devoted to the principal business: 200 sqft

Approximate floor area devoted to Massage stations: 200 sqft

Approximate total floor area of premises: App. 500 sqft

18. Describe other activities or business conducted at this location:

Building has a multitude of other business including
physical therapy, an esthetician.

My space has two rooms, one is a writing area, other will be devoted for business/tech room

19. List as indicated all massage therapists and employees. This list must be updated with the office of the Liquor Commissioner within 10 days of any employment change.

Name: Jessica Klecka Home phone: 

Address:  City/Zip: 

Position employed: Massage Therapist

State of Illinois Massage License Number: 227,013689

Name: _____ Home phone: _____

Address: _____ City/Zip: _____

Position employed: _____

State of Illinois Massage License Number: _____

Name: _____ Home phone: _____

Address: _____ City/Zip: _____

Position employed: _____

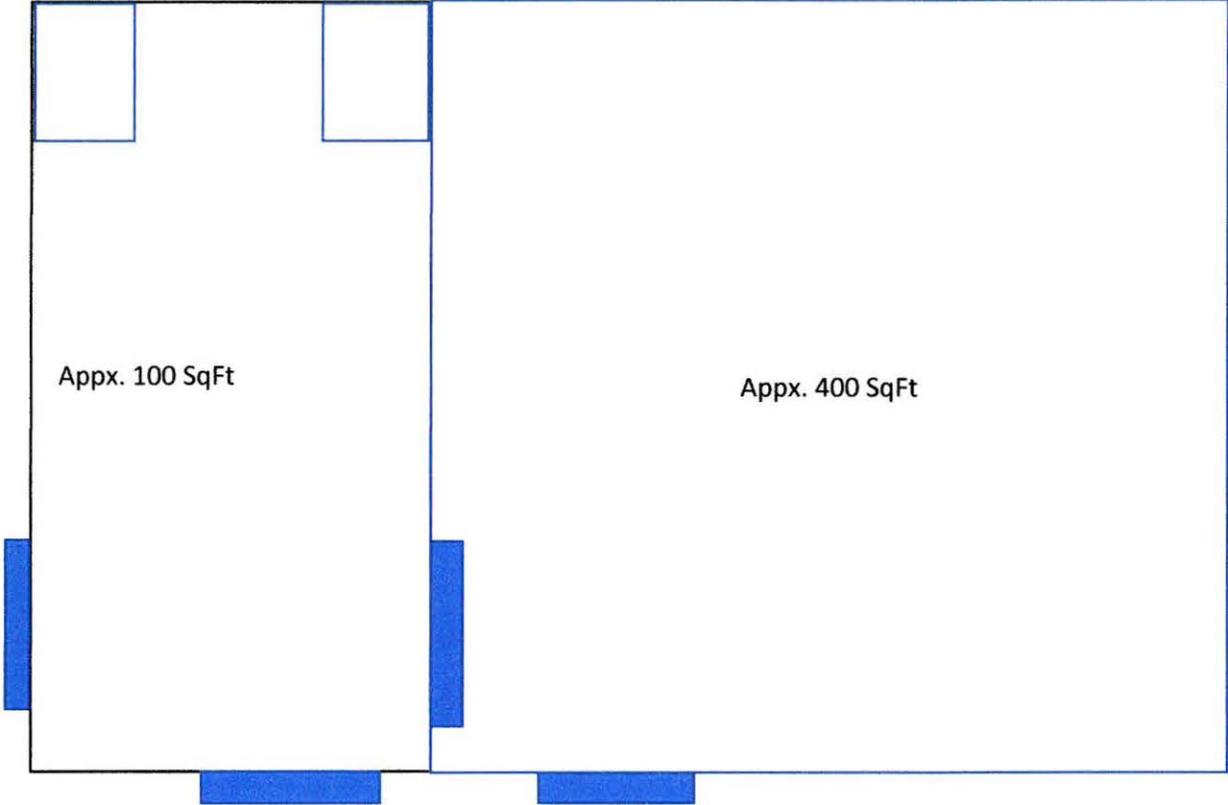
State of Illinois Massage License Number: _____

Name: _____ Home phone: _____

Address: _____ City/Zip: _____

Position employed: _____

State of Illinois Massage License Number: _____



DOOR











Restore & Recover Massage Therapy

Jessica Klecka

Business Plan

Requesting \$22,000.00

1121 East Main Street, suite 121/125

Saint Charles, Il 60174-2205

P. (630)336-5099

Jessica.lmt@outlook.com

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	Five-year plan

Executive summary

I have been in the massage therapy industry for 6 years. I have worked at a chiropractors' office as an independent contractor for a short time but have spent most of my career at Mario Tricoci day spa in Bloomingdale Il. Working for the spa industry has given me a clear sense on how to make someone feel relaxed and comfortable with me. I know how to listen to someone's needs and truly customize their service. I believe any massage should be in a clam and comfortable environment, no matter the type of service. Working in the industry I have focused my skills on getting results in the body which has made me one of the most popular technicians in the company. I don't believe a massage should just "feel good" it should have a lasting impact on the body.

Objective

To establish a profitable massage therapy practice that focuses on safe and effective services for every guest.

Mission Statement

With a strong code of ethics at the core of my practice, I will strive to provide safe and effective treatment to anyone who comes to me for relief.

Improving Skills

I will never be done improving and evolving my practice. I have experience in numerous massage modalities such as Swedish relaxation, deep tissue therapeutic, pregnancy, trigger point therapy, aromatherapy and myofascial release. I am certified in Swedish, medical massage and well as hot and cold stones. Although I have knowledge of sports injuries and sports massage I feel improving my knowledge will no doubt will benefit new clients. The next certifications I plan on obtaining are cranial sacral and lymphatic massage. Both are every useful in the field and safe on almost any medical conditions.

Description of Business

Massage therapy practice specializing in deep tissue/therapeutic/medical massage. Customizing each service for client goals needs and what their body responds best to. Massage is effective in relieving stress, restoring function, increasing performance, recusing pain and aiding in the recovery of old and new injuries. To insure services are safe and effective I will have each guest fill out an intake form that will have clients describe all health issues so the best and safest treatment can be provided for them. Knowing past injures and medications are important in determining the proper treatment. Will also be offering basic postural exams to better understand what is happening in a person's body. Selfcare will be given in the form of stretches and soft tissue home techniques with the understanding that I am not prescribing anything, just making suggestions to improve and prolong the results of the service.

Company Ownership

Sole proprietorship, new business. I will be the sole owner and operator of my practice. I will use the software Mindbody to help me manage my business and clients. With client intake forms and files on the system I will be organized and efficient. Mindbody also allows clients to pay online and will help to manage my finances. I have a device that will allow me to accept credit cards as well. With the office equipment I will have everything organized and secure. Planning on having a business banking account and business credit card to keep all expenses and profits in the same place. I will make a once month trip to the bank, possible weekly trips, to deposit any cash payment I receive.

Company Policy

To insure every client is protected as well as the practice, a client intake form will be filled out and signed with a statement that all information on document is correct and client agrees to any limitations of body work that the therapist suggests. If information on the intake form reveals a health concern that would mean certain massage techniques contraindicated for massage, the client must accept the limitations or not receive any body work. If the client is under the on-going care of a doctor for a specific condition, a doctors note is required to make sure all health care providers support and approve of massage therapy being added to clients health regiment. Client will be required to update intake form for changes every visit.

Cancellation policy will be a 24 hour notice requirement. If client cancels appointment within 24 hours of scheduled time, half of service cost is due before client can book another appointment. After three failed 24 hour notices the fee will be 100% of service price. If a client does not notify myself of the cancellation and simply does not show up it is automatically 100% of service due. Until balance is paid, client can not book another appointment.

Products and Services

Products I will use will be basic sheets, towels, bolsters, pillow cases and massage oil or cream. I will use the lotus touch/biotone creams and gels which are unscented and will mix well with any aromatherapy scents that I may bring on. Aromatherapy I plan on using are certified organic in the following scents; grapefruit, eucalyptus, peppermint, lavender and tea tree oil. Will use basalt stones and marble stones for the massage service as well. With client consent I may also use a tool called pointer plus, which uses electric pulses that help to eliminate stubborn trigger points.

I will offer three main types of massage therapy; therapeutic/deep tissue, relaxation, and hot and cold stone massage.

I specialize in deep tissue and will use my advanced techniques to get the best results I possibly can. Therapeutic/deep tissue can be an intense experience and I will always work with in someone's pain threshold. These techniques can be extremely effective in breaking up knots and adhesions and replenishing function and balance to the body. Usually we are focusing on a specific pain or problem

but can still be full body. Because this work can be intense I will always use the cold stones at the end of a treatment to reduce inflammation and promote natural healing in the body.

Not everyone needs intense bodywork, some people just need to release tension and restore their body to a more relaxed state. That is where my relaxation work comes in. I slow down my techniques to release tension throughout the body while still getting results. It is a different feel to the massage and is gentler than deep tissue but can still be just as effective.

Heat relieves stress at a faster pace, reduces tension and pain. Hot stones can be extremely useful on someone with an immense amount of tension that I simply can't breakthrough. I can also be a very relaxing and feel good service that warms the body and gets beautiful results. Also using the hot and cold stones together actually work to flush out an area of the body that is holding excess tension and stress.

Every massage can be 100% customized and be more of a combination of all three services depending on the client's wants and needs. There is no one size fits all massage, everyone will get a custom experience.

Hours of Operation

Appointment only. For the first month, I will take guests every day to determine what days and times work best for many clients. Appointments will be available between 9am to 7 pm seven days a week. Appointments can be made online through the system Mindbody. Same day booking will not be allowed online, guest will have to call me directly to make appointment. After determining what days of the week work best for most clients I will adjust accordingly and will be open five days a week.

Interior

The building is wheelchair accessible with ample parking and separate male and female bathrooms. Office is located on the bottom level but the building is equipped with an elevator and stairs. The bathrooms are located on the same floor as the practice but are shared with other offices. My business will have two separate rooms, a waiting room, and the treatment room/office. I will have a wall divider in the treatment room to make sure the guest has all the privacy they need. This way I can make sure no one tampers with my files while I am in service. There is no water access to the room, but the bathrooms are nearby. To maintain cleanliness, I will be using tea tree oil hand wipes before and after treatments. Defense tea tree oil wipes have antibacterial, anti-fungal and antimicrobial ingredients. At client's preference I will gladly sanitize my hands with soap and water in the bathroom. The waiting room will have at least two chairs and will be inviting so guests don't feel rushed after a service. I will provide water to guests by having a mini fridge filled for their use. I will have dim lighting throughout the space for a more relaxing environment. The space itself will need to be painted. I will choose soft colors for the space.

Marketing

Offering a variety of promotions will help bring people in for treatment. I will offer one raffle a month for a free massage. The raffle will be for the guests that come in for a service that month. For each service rendered that month, the guest will have their name put in for the raffle. There is also a referral bonus where their name will be added along the person who referred them. However, after the 5th referral from the same person, that person will receive a free massage as a thank you, which does not interfere with the raffle.

Social media is a vital part of any business so I plan on utilizing my own website as well as a Facebook page. The website will have a list of services and pricing, as well as my history and experience as a massage therapist and my goal for each client. I will be sending out a newsletter each week for the first month, then each month following, sharing tips and tricks to self-care and prolonging results in the sessions. Inform clients of upcoming schedule changes and promotions. I will also post this information monthly on Facebook for people who do not wish to receive the newsletter.

I plan on being an active member to the Saint Charles community and participating in local events. Staying current in all local news to better understand and connect with businesses around me. I want to be a known addition to the community by introducing myself and practice to near by businesses and participation in fairs with a table to promote myself. To help make a lasting impression I will have custom made business cards and possibly pamphlets with all my contact information and website details. Will also gladly offer chair massage events for local business who want to improve employee attitude and the overall atmosphere.

TriCity Crossfit will also be a huge referral factor in my business. I am working with the owner of the gym to include massage therapy as part of the monthly gym package. Details have not been worked out but I will gladly offer my services to all gym members. I will also figure out a designated time to visit the gym to talk to about my practice and do sports massage.

Target Market

With over five years of experience in the massage field I have developed a strong following. Mainly of clients live in the Saint Charles area and travel to Bloomingdale, so the convenience of moving would be beneficial. Most of my clients are active and have high stress lives and are looking for pain management from running, over working, not adequate stretching, poor posture and muscle injuries. Having my practice out of a gym would inspire my current clientele to stay fit and provide resources that can guide them to healthier living.

Being a member of the gym, gave me a clear insight to what members put their body through and the body mechanics needed to insure every move is safe and effective. Members are serious about their health and fitness which make them excellent clients who will take their self-care and treatment seriously.

Competition

Now more than ever people have plenty of options for massage but no one really offers massage in a cross fit environment in the area. The main competition in the area would be Body and Spirit, International Medical Massage and Element because they all offer customized therapeutic services.

Body and Spirit offer 30,60 and 90 min massages from \$40 - \$99 but upcharge for extra services like hot stone

International Medical Massage offer 45,60 and 90 min massages from \$60 - \$100 but that less then convenient hour.

Elements offer 60,90, and 100 min massages from \$59/\$89 - \$118/\$175 but charge even more for extra services like hot stone or deep tissue

Pricing

Pricing is based on time, not type of service. No one will pay extra for needing specific work or wanting different elements added to their service. I will have the same rate for everyone. Each Service will be spaced 15 minutes apart for intake, payment, outtake and note charting. Clients can also pay in advance through the Mindbody system.

30 min massage will be booked for 45 minutes for \$45

60 minuet massages will be booked for 75 minutes for \$85

90 minute massages will be booked for 105 minutes for \$125

120 minute massages will be booked for 135 minutes for \$165

Appendix

Start-up Expenses

Business Licenses	300.00
Insurance	593.00
Security Deposit	1,200.00
Treatment Room Furniture	1,000.00
Massage table/chair & supplies	1,700.00
Stones hot/cold/core & supplies	700.00
Linens, towels, blanket & ext.	500.00
Waiting Room Decor	1,400.00
Office Furniture & Supplies	1,200.00
Massage Products	400.00
Painting & lighting	1,000.00
Startup Expenses	10,000.00
FLOAT FUND	12,000.00
TOTAL LOAN AMOUNT	22,000.00

Monthly Expenses

Rent/utilities	\$800.00
Loan	\$500.00
Laundry	\$150.00
Products	\$150.00
Software/Internet	\$100.00
Business Taxes	\$500.00
Total Monthly Expenses	\$2,200.00

Determining Start-up Capital

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Starting cash	\$12,000.00	\$8,640.00	\$5,960.00	\$4,300.00	\$3,320.00	\$3,360.00	\$3,400.00	\$3,440.00
Cash In:								
Cash Sales	1,700.00	2,380.00	3,400.00	4,080.00	5,100.00	5,100.00	5,100.00	5,780.00
Total Cash In	\$13,700	\$11,020	\$9,380	\$8,380	\$8,420	\$8,460	\$8,500	\$9,220
Cash Out:								
Expenses	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200
Total Cash Out	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200
Ending Balance	\$11,500	\$8,820	\$7,160	\$6,180	\$6,220	\$6,260	\$6,300	\$7,020
Payroll	\$2,860.00	\$2,860.00	\$2,860.00	\$2,860.00	\$2,860.00	\$2,860.00	\$2,860.00	\$2,860.00
Ending Balance	\$8,640.00	\$5,960.00	\$4,300.00	\$3,320.00	\$3,360.00	\$3,400.00	\$3,440.00	\$4,160.00
CHANGE (CASH FLOW)	\$8,640.00	\$5,960.00	\$4,300.00	\$3,320.00	\$3,360.00	\$3,400.00	\$3,440.00	\$4,160.00

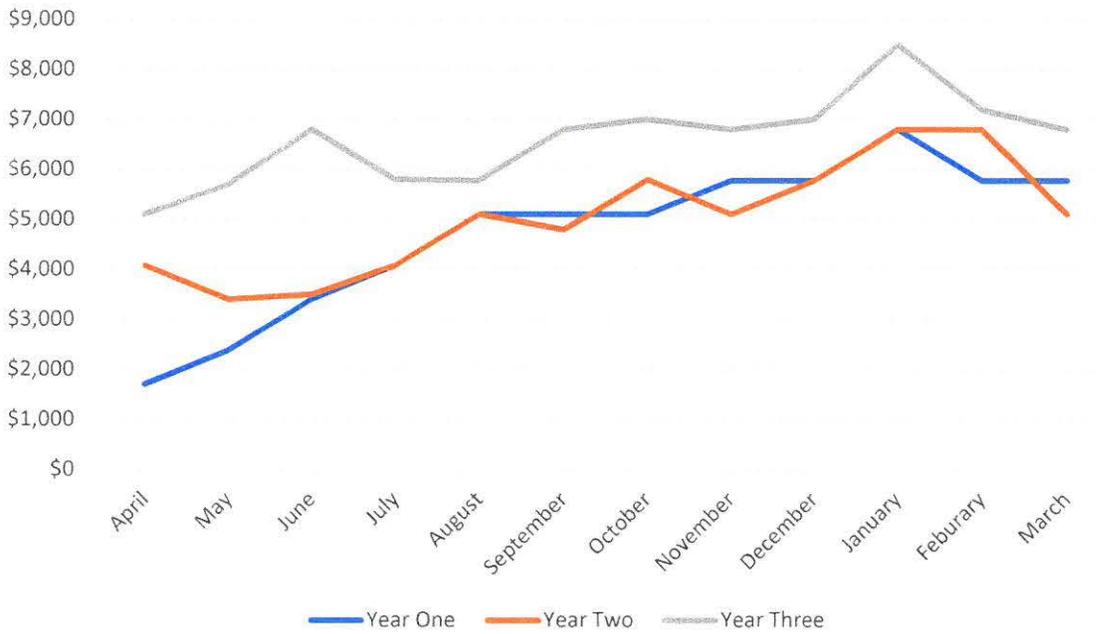
Payroll (2,860 - 30% taxes = \$2,000.00) until profit

	Month 9	Month10	Month 11	Month 12	Month 13
Starting cash	\$3,440.00	\$4,160.00	\$5,900.00	\$6,620.00	\$7,340
Cash In:					
Cash Sales Paid	\$5,780.00	\$6,800.00	5,780.00	\$5,780.00	\$5,780
<i>Total Cash In</i>	<i>\$9,220</i>	<i>\$10,960</i>	<i>\$11,680.00</i>	<i>\$12,400</i>	<i>\$13,120</i>
Cash Out:					
Expenses	\$2,200.00	\$2,200.00	\$2,200	\$2,200	\$2,200
<i>Total Cash Out</i>	<i>\$2,200.00</i>	<i>\$2,200.00</i>	<i>\$2,200</i>	<i>\$2,200</i>	<i>\$2,200</i>
Ending Balance	\$7,020.00	\$8,760.00	\$9,480.00	\$10,200	\$10,920
<i>Payroll</i>	<i>\$2,860.00</i>	<i>\$2,860.00</i>	<i>\$2,860.00</i>	<i>\$2,860</i>	<i>\$2,860</i>
Ending Balance	\$4,160.00	\$5,900.00	\$6,620.00	\$7,340	\$8,060
CHANGE (CASH FLOW)	\$4,160.00	\$5,900.00	\$6,620.00	\$7,340.00	\$8,060.00

Payroll (2,860 – 30% taxes = \$2,000.00) until profit

Sales Forecast

Three Year Forecast



Year One Total Sales Forecast \$56,780

Year Two Total Sales Forecast \$70,240

Year Three Total Sales Forecast \$79,280

Monthly totals are based off a 10-20 massage week per month.

Max massages per week are 35 hours - \$11,900 a month - \$142

Five Year Plan

In Three years, depending on how sales go, I plan on expanding my practice to include two more massage therapists. I am limited to one technician in the current space, which works perfectly now that I am starting my practice. In three years I plan on moving my practice to a larger space. Year five I hope to have two hard working massage therapist that share my view point. With these new technicians I will hire an assistant and a service representative to help with client booking and clean up. With these new hires and the larger space I still expect my sales to double if not triple.

State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.
227.013689

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below:

EXPIRES:
12/31/2018

LICENSED MASSAGE THERAPIST



JESSICA LYNN KLECKA
426 ACUSHNET STREET
ELGIN, IL 60124



Bryan A. Schneider

BRYAN A. SCHNEIDER
SECRETARY

Jessica Baer

JESSICA BAER
DIRECTOR

The official status of this license can be verified at www.idfpr.com

11280310

State of Illinois
Department of Financial and Professional Regulation
Division of Professional Regulation
LICENSED
MASSAGE THERAPIST

LICENSE NO. 227.013689

JESSICA CANCEL

EXPIRES:
12/31/2016

Manuel Flores MANUEL FLORES
ACTING SECRETARY

Jay Stewart JAY STEWART
DIRECTOR

The official status of this license can be verified at www.idfpr.com

9232439

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AMTA Member ID#: 1267049

AMTA Member Classification: PROF

Enrolled Member Effective Date: 02/01/2018
to 01/31/2019

Coverage for enrolled member's business is limited to claims arising from enrolled member's professional services.
Business Name:

Administered By:

Healthcare Providers Service Organization
Affinity Insurance Services, Inc.
1100 Virginia Drive, Suite 250
Fort Washington, PA 19034

Insurance Company:

Columbia Casualty Company
A CNA Company

TYPE OF INSURANCE	MASTER POLICY NUMBER	LIMITS <small>(per enrolled member)</small>
Professional Liability Occurrence Coverage	0289955556	\$2,000,000 each claim/\$6,000,000 aggregate Subject to the Master Policy Aggregate

Coverage is afforded to AMTA Members for a period of 12 months concurrent with the Enrolled Member Effective Date or until membership is terminated or expires. Student Enrolled membership expires on the last day of the month in which the Student Enrolled Member graduates. No coverage is afforded to Student Enrolled Members for providing massage therapy services outside of school sanctioned and directed activities. If the AMTA Master Policy is non-renewed or cancelled, the AMTA Member's coverage under this policy will terminate upon the expiration of the Enrolled Member Effective Date and will not be renewed. The Master Policy Aggregate may be reduced by claims paid on behalf of other insureds.

ADDITIONAL COVERAGES *(included in Professional Liability Limits specified above)*

- | | |
|---|--|
| <ul style="list-style-type: none"> • General Liability • Products Liability • Host Liquor Liability • Personal Injury Liability | <ul style="list-style-type: none"> • Good Samaritan Liability • Malplacement Liability • Fire & Water Legal Liability <i>(subject to \$100,000 sub limit)</i> |
|---|--|

COVERAGE EXTENSIONS	COVERAGE EXTENSION LIMITS
<ul style="list-style-type: none"> • License Protection • Defendant Expense Benefit • Deposition Representation • Assault (excluding Texas) • Medical Payments • First Aid • Damage to Property of Others 	<ul style="list-style-type: none"> \$10,000 per proceeding / \$25,000 aggregate \$10,000 aggregate \$2,500 per deposition / \$5,000 aggregate \$10,000 per incident / \$25,000 aggregate \$2,000 per person / \$100,000 aggregate \$2,500 aggregate \$10,000 aggregate

This material is intended to provide a general overview of the products and services offered. Coverage for enrolled member's business is limited to claims arising from enrolled member's professional services. Only the policy can provide the actual terms, coverage's, amounts, conditions and exclusions. Please contact HPSO at 1-888-253-1474 directly for a free copy of the complete policy.

State Farm Fire and Casualty Company

Medical Office Policy

Prepared: November 9, 2017

Prepared for: RESTORE AND RECOVERY
1121 E MAIN ST
SAINT CHARLES, IL 60174-2205

Phone:

Prepared by: Jay Janese
Jay Janese Ins Agency Inc
311 Randall Rd
South Elgin, IL 60177-2248
Mailing address: 311 Randall Rd
Phone: (847)741-5733
Email: jay.janese.g8xu@statefarm.com

Quote Effective Date: 11/09/2017

Quote Results

Coverages

	<u>Limit</u>	<u>Premium</u>
Coverage B - Business Personal Property	10,000 - Replacement Cost	388.00
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months	
Coverage L - Business Liability - Per Occurrence	2,000,000	117.00
Coverage L - Business Liability - Annual Aggregate Limit	4,000,000	
Products / Completed Operations Liability - Annual Aggregate	4,000,000	
Damage to Premises Rented to You	300,000	
Coverage M - Medical Expenses	5,000	

Policy Deductibles

Basic Deductible	1,000
Employee Dishonesty	250
Equipment Breakdown	1,000
Inland Marine Computer Property Form	500
Money and Securities	250

Discounts and Charges

Enclosed Building Discount	(18.00)
Protective Devices Discount	(12.00)

Extensions of Coverage

Accounts Receivable (Off Premises)	15,000
Accounts Receivable (On Premises)	50,000
Arson Reward	5,000
Back-Up of Sewer or Drain	15,000
Brands And Labels	25,000
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Dependent Property - Loss of Income	5,000
Employee Dishonesty	10,000
Equipment Breakdown	Included
Fire Department Service Charge	5,000
Fire Extinguisher Systems Recharge Expense	5,000
Forgery Or Alteration	10,000
Glass Expenses	Included

This is a sample quote that contains only a general description of some available coverages and limits with an approximate premium, subject to eligibility. It is not a contract, binder of coverage or coverage recommendation. All coverages are subject to the terms, provisions, exclusions, and conditions in the policy and its endorsements. If information used for rating changes or different rates are effective at the time of policy issuance, this rate quote may be revised. If you have any questions, please contact my office.

<u>Quote Results</u>	<u>Limit</u>	<u>Premium</u>
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%	
Inland Marine Computer Property Form	25,000	
Inland Marine Computer Property Loss of Income / Extra Expense	25,000	
Money And Securities (Off Premises)	5,000	
Money And Securities (On Premises)	10,000	
Money Orders And Counterfeit Money	1,000	
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	100,000	
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	250,000	
Ordinance Or Law - Equipment Coverage	Included	
Outdoor Property	5,000	
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	5,000	
Personal Property Off Premises	15,000	
Physicians and Surgeons Equipment	Coverage B Limit	
Pollutant Clean Up And Removal	10,000	
Preservation Of Property	30 Days	
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	2,500	
Seasonal Increase - Business Personal Property	25%	
Signs	2,500	
Spoilage (applies only to those premises provided Coverage B - Business Personal Property) Expediting Expenses	1,000	
Spoilage (applies only to those premises provided Coverage B - Business Personal Property) Off Premises	5,000	
Spoilage (applies only to those premises provided Coverage B - Business Personal Property) On Premises	20,000	
Utility Interruption - Loss of Income	10,000	
Valuable Papers and Records (Off Premises)	15,000	
Valuable Papers and Records (On Premises)	50,000	
Water Damage, Other Liquids, Powder Or Molten Material Damage	Included	
Total Annual Premium (Minimum premium applies)		475.00
Monthly Premium (Service charge not included)		39.58

Rating Information

Location 1 - office

Address: 1121 E Main St
Saint Charles, IL 60174-2205

County: Kane

Is this address inside the city limits: Yes

Earthquake zone: 05

Occupancy / Ownership: Tenant

Type of business: 831 - Massage
Therapist / Acupressure / Reflexology

Year built: 1990

Number of years the applicant has owned and operated the same type of insured business: 0
Construction: Frame

Territory Zone: 02

Subzone: 01

Total Adjusted Square Feet: 500

This is a sample quote that contains only a general description of some available coverages and limits with an approximate premium, subject to eligibility. It is not a contract, binder of coverage or coverage recommendation. All coverages are subject to the terms, provisions, exclusions, and conditions in the policy and its endorsements. If information used for rating changes or different rates are effective at the time of policy issuance, this rate quote may be revised. If you have any questions, please contact my office.

OFFICE LEASE

For Recorder's Use Only

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LEASE TERM		LOCATION OF PREMISES
BEGINNING	ENDING	
March 1, 2018	February 28, 2019	
MONTHLY RENT	DATE OF LEASE	LOCATION OF PREMISES
SEE ATTACHED EXHIBIT A	The date Black Rhino Industries, LLC executes both Office Lease and attached Rider will be the "Date of Lease".	1121 E. Main Street, Suite 121/125 St. Charles, IL 60174 (approximately 500 s.f.)
INTENDED PURPOSE		
GENERAL OFFICE SPACE – MASSAGE THERAPY		
ANY AND ALL RIDERS, AMENDMENTS & DIAGRAMS ARE HEREBY ATTACHED AND THEREFORE MADE A PART OF THIS LEASE.		
LESSEE		LESSOR

NAME:
ADDRESS:
ADDRESS:



NAME: Black Rhino Industries, LLC
ADDRESS: P.O. Box 3
ADDRESS: Wayne, IL 60174

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to the Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

LEASE COVENANTS AND AGREEMENTS

- RENT.** Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing. Said Rent and Security Deposit are delineated in the Rider attached hereto and made part of by this reference.
- HEAT; NON-LIABILITY OF LESSOR.** Lessee will at all reasonable hours during each day and evening during the term, when required by the season, to furnish at his own expense heat for the heating apparatus in the Demised Premises, except when prevented by accidents and unavoidable delays, provided, however, that except as provided by Illinois statute, the Lessor shall not be held liable in damages on account of any personal injury or loss occasioned by the failure of the heating apparatus to heat the Demised Premises sufficiently, by any leakage or breakage of the pipes, by any defect in the electric wiring, elevator apparatus and service thereof, or by reason of any other defect, latent or patent, in, around or about the said building.

Lessor's Initials

Lessee's Initials

3. **HALLS.** Lessor will cause the halls, corridors and other parts of the building adjacent to the Premises to be lighted, cleaned and generally cared for, accidents and unavoidable delays expected.
4. **ASSIGNMENT; SUBLETTING.** Lessee shall neither sublet the Premises or any part thereof nor assign this Lease nor permit by any act or default any transfer of Lessee's interest by operation of law, nor offer the Premises or any part thereof for lease or sublease, nor permit the use thereof for any purpose other than as above mentioned, without in each case the written consent of Lessor.
5. **SURRENDER OF PREMISES.** Lessee shall quit and surrender the Premises at the end of the term in as good condition as the reasonable use thereof will permit, with all keys thereto, and shall not make any alterations in the Premises without the written consent of Lessor; and alterations which may be made by either party hereto upon the Premises, except moveable furniture and fixtures put in at the expense of Lessee, shall be the property of Lessor, and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this lease.
6. **NO WASTE OR MISUSE.** Lessee shall restore the Premises to Lessor, with glass of like kind and quality in the several doors and windows thereof, entire and unbroken, as is now therein, and will not allow any waste of the water or misuse or neglect the water or light fixtures on the Premises, and will pay all damages to the Premises as well as all other damage to other tenants of the Building, caused by such waste or misuse.
7. **TERMINATION; ABANDONMENT; RE-ENTRY; RELETTING.** At the termination of this lease, by lapse of time or otherwise, Lessee agrees to yield up immediate and peaceable possession to Lessor, and failing to do so, to pay as liquidated damages, for the whole time such possession is withheld, a per diem rate equal to double the daily gross rental rate that exists at the time of termination of this lease by lapse of time or otherwise, and it shall be lawful for the Lessor or his legal representative at any time thereafter, without notice, to re-enter the Premises of any part thereof, either with or (to the extent permitted by law) without process of law, and to expel, remove and put out the Lessee or any person or persons occupying the same, using such force as may be necessary so to do, and to repossess and enjoy the Premises again as before this lease, without prejudice to any remedies which might otherwise might be used for arrears of rent or preceding breach of covenants; or in case the Premises shall be abandoned, deserted, or vacated, and remain unoccupied five days consecutively, the Lessee hereby authorizes and requests the Lessor as Lessee's agent to re-enter the Premises and remove all articles found therein, place them in some regular warehouse or other suitable storage place, at the cost and expense of Lessee, and proceed to re-rent the Premises at the Lessor's option and discretion and apply all money so received after paying the expenses of such removal toward the rent accruing under this lease. This request shall not in any way be construed as requiring any compliance therewith on the part of the Lessor, except as required by Illinois statute. If the Lessee shall fail to pay the rent at the times, place and in the manner above provided, and the same shall remain unpaid five days after the day whereon the same should be paid, the Lessor, by reason thereof shall be authorized to declare the term ended, and the Lessee hereby expressly waives all right or rights to any notice or demand under any statute of the state relative to forcible entry or detainer or landlord and tenant, and agrees that the Lessor, his agents or assigns may begin suit for possession or rent without notice or demand.
8. **REMOVED PROPERTY.** In the event of re-entry and removal of the articles found on the Premises as hereinbefore provided, the Lessee hereby authorizes and requests the Lessor to sell the same at public or private sale with or without notice, and the proceeds thereof, after paying the expenses of removal, storage and sale to apply towards the rent reserved herein, rendering the overplus, if any, to Lessee upon demand.
9. **LESSOR NOT LIABLE.** Except as provided by Illinois statute, the Lessor shall not be liable for any loss of property or defects in the Building or in the Premises, or any accidental damages to the person or property of the Lessee in or about the Building or the Premises, from water, rain or snow which may leak into, issue or flow from any part of the Building or Premises, or from the pipes or plumbing works of the same. The Lessee hereby covenants and agrees to make no claim for any such loss or damage at any time. The Lessor shall be not be liable for any loss or damage of or to any property placed in any storeroom or storage place in the Building, such storeroom or storage place being furnished gratuitously, and no part of the obligations of this lease.
10. **OPTION TO TERMINATE.** In the event that the Lessor, his successors, attorneys or assigns shall desire to regain the possession of the Premises herein described, for any reason, Lessor shall have the option of so doing upon giving the Lessee thirty days' notice of Lessor's election to exercise such option.
11. **CONFESSION OF JUDGEMENT.** If default be made in the payment of rent, or any installment thereof, as herein provided, Lessee hereby irrevocable constitutes any attorney of any Court of Record in this State, attorney for Lessee and in Lessee's name, from time to time, to enter the appearance of Lessee, to waive the issuance of process and service thereof, to waive trial by jury, and to confess judgment in favor of Lessor against Lessee for the amount of rent which may be then due hereunder, together with costs of suit and a reasonable sum for plaintiff's attorney's fees in or about the entry of such judgment, and to waive and release all errors and right of appeal from any such judgment, and to consent to an immediate execution thereon.

12. **PLURALS; SUCCESSORS.** The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.
13. **HOLDING OVER.** Lessee will, at the termination of this lease by lapse of time or otherwise, yield up immediate possession to Lessor, and failing so to do, will pay as liquidated damages, for the whole time such possession is withheld, a per diem rate equal to **double** the daily gross rental rate that exists at the time of termination of this lease by lapse of time or otherwise; but the provisions of this clause shall not be held as a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall the receipt of said rent or any part thereof, or any other act in apparent affirmation of tenancy, operate as a waiver of the right to forfeit this lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein.

RULES AND REGULATIONS

- | | |
|--|---|
| <p>1. No sign, advertisement or notice shall be inscribed, painted or affixed on any part of the outside or inside of Building, except on the glass of the doors and windows of the room leased and on the directory board, and then only of such color, size, style and material as shall be first specified by the Lessor in writing, endorsed on this lease. No showcase shall be place in front of Building by Lessee, without the written consent of Lessor endorsed on this lease. The Lessor reserves the right to remove all other signs and showcases without notice to the Lessee, at the expense of the Lessee. At the expiration of the term Lessee is to remove all his signs from such windows, doors and directory board.</p> | <p>carried up into the Building; packages which can be carried by one person and not exceeding fifty pounds in weight, may, however, be carried down at such times as may be allowed by the management.</p> |
| <p>2. Lessee shall not put up or operate any steam engine, boiler, machinery or stove upon the Premises, or carry on any mechanical business on the Premises without the written consent of the Lessor first had and endorsed on this lease, and all stoves which may be allowed in the Premises shall be placed and set up according to the city ordinance.</p> | <p>5. No person or persons other than the janitor of this Building shall be employed by Lessee for the purpose of taking charge of Premises without the written consent of Lessor first had and endorsed upon this lease. Any person or persons so employed by Lessee (with the written consent of the Lessor) must be subject to and under the control and direction of the janitor of the Building in all things in the Building and outside of the Premises. The agent and janitor of the Building shall at all times keep a pass key and be allowed admittance to the Premises, to cover any emergency of fire, or required examination that may arise.</p> |
| <p>3. No additional locks shall be placed upon any doors of said room without the consent of the Lessor first had and endorsed upon this lease; and the Lessee will not permit any duplicate keys to be made (all necessary keys to be furnished by the Lessor) and upon the termination of this lease, Lessee will surrender all keys of Premises and Building.</p> | <p>6. The Premises leased shall not be used for the purpose of lodging or sleeping rooms or for any immoral or illegal purpose.</p> |
| <p>4. All safes shall be carried up or into Premises at such times and in such a manner as shall be specified by the Lessor; the Lessor shall in all cases retain the power to prescribe the proper position of such safes, and any damages done to the Building by taking in or putting out a safe, or from overloading the floor with any safe, shall be paid by the Lessee. Furniture, boxes or other bulky articles belonging to Lessee shall be</p> | <p>7. The rent of an office will include occupancy of office, water to Lessor's standard fixtures, heat, and electrical service during reasonable working hours; but Lessor shall not be liable for any damages from the stoppage of water, heat or electrical service.</p> |
| | <p>8. If Lessee desires telegraphic or telephonic connections, the Lessor will direct the electricians as to where and how the wires are to be introduced, and without such written directions endorsed on this lease no boring or cutting for wires will be permitted.</p> |
| | <p>9. If Lessee desires Venetian or other awnings or shades over and outside of the windows, to be erected at the Lessee's expense, they must be of such shape, color, material and make as may be prescribed by the Lessor in writing on this lease.</p> |

- 10. The light through the transoms opening into the hall shall not be obstructed by the Lessee. Birds, dogs or other animals shall not be allowed in Building. All tenants and occupants must observe strict care not to leave their windows open when it rains or snows, and for any default or carelessness in these respects, or any of them, shall make good all injuries sustained by other tenants, and also all damage to the Building resulting from such default or carelessness. Lessee shall be responsible for all pest control services within the leased premises.
- 11. No packages, merchandise or other effects shall be allowed to remain in the halls at any time.
- 12. The Lessor reserves the right to make such other and further reasonable rules and regulations as

in his judgment may from time to time be needful for the safety, care and cleanliness of the Premises and for the preservation of good order therein.

- 13. It is understood and agreed between the Lessee and the Lessor that no assent or consent in or waiver of any part of this lease has been or can be made unless done in writing and endorsed hereon by the Lessor; and in such case it shall operate only for the time and purpose in such lease expressly stated.
- 14. **ADDITIONAL TERMS RIDER.** Additional terms are stated in the attached Rider **BETWEEN BLACK RHINO INDUSTRIES, LLC, LESSOR, and JESSICA KLECKA, LESSEE** which is attached hereto and made a part of said Lease by this reference.

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

LESSEE:

JESSICA KLECKA

By: _____
Jessica Klecka

Date: _____

LESSOR:

BLACK RHINO INDUSTRIES, LLC

By: _____
Brian Dempsey, Owner

Date: _____

ASSIGNMENT BY LESSOR

On this _____ day of _____, 20____, for value received, Lessor hereby transfers, assigns and sets over to _____, all right, title and interest in and to the above Lease and the rent thereby reserved, expect rent due and payable prior to _____, 20__.

(SEAL)

(SEAL)

GUARANTEE

On this _____ day of _____, 20____, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

(SEAL)
Jessica Klecka

State of Illinois, County of _____ ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

GIVEN under my hand and official seal this _____ day of _____, 20____

Notary Public

**This document was prepared by:
Batavia Enterprises Real Estate, LLC
106 W. Wilson, Suite 1L
Batavia, IL 60510**

**RIDER ATTACHED HERETO & THEREFORE MADE A PART OF
THIS LEASE BETWEEN BLACK RHINO INDUSTRIES, LLC, LESSOR,
AND JESSICA KLECKA, LESSEE**

1. **RENT**

LESSEE shall pay to LESSOR, base net rent during the Lease Term as follows:

\$427.08 per month for the period of March 1, 2018 through February 28, 2019

LESSEE hereby agrees to pay each monthly rental installment by check payable to **Batavia Enterprises Real Estate, LLC (BERE, LLC)** on or before the first day of each month, in advance for the duration of this lease. If the rent is not received by the **BERE, LLC** office by the **5th day** of the month in which it is due; a 10% Late Charge, assessed on all rent, charges for taxes, insurance and/or "CAM" and Late Charges owed by LESSEE will become due and payable. If the rental payment is not yet received by the **BERE, LLC** office by the 15th day of the month in which it is due; an additional 10% Late Charge assessed on all rent, charges for taxes, insurance, and/or "CAM" and Late Charges owed by LESSEE will become due and payable and the matter will be referred to the LESSOR's Legal Department for necessary action. The fee for returned checks or NSF fee will be \$50.00 per occurrence.

1A. **NO RENT DEDUCTION OR SET OFF**

LESSEE's covenant to pay rent is and shall be independent of each and every other covenant of this lease. LESSEE agrees that any claim by LESSEE against LESSOR shall not be deducted from rent nor set off against any claim for rent in any action.

2. **FIRST MONTH'S RENT/PRO-RATED RENT**

LESSEE hereby agrees to pay at the execution of this Lease Agreement, one (1) full month's rent, including all NNN charges, utility charges and any other charges (the "Other Charges"), if applicable, associated with this Lease Agreement, in the amount of **\$800.00 (EIGHT HUNDRED DOLLARS AND 00/100)**. Said Rental Payment will be credited towards the first month's rental payment and Other Charges due to LESSOR pursuant to the terms of this Lease Agreement.

3. **RENTABLE AREA OF THE BUILDING**

If during the Term of this Lease Agreement, the actual Rentable Area of the Building is increased or decreased as a result of adding space to the building or removing space from the building, or if following re-measurement of the building by LESSOR the Rentable Area of the building is determined to be otherwise than as set forth above, LESSOR may change the Rentable Area of the Building and LESSEE's Proportionate Share by written notice to LESSEE.

4. **SECURITY DEPOSIT**

A Security Deposit in the amount of **\$1,200.00 (ONE THOUSAND TWO HUNDRED DOLLARS AND 00/100)** is required by the LESSOR and is due and payable at the signing of this lease. Such deposit shall be increased accordingly if LESSEE leases additional space from LESSOR, if LESSEE's monthly rent is increased upon renewal of this lease agreement and/or if

**RIDER ATTACHED HERETO & THEREFORE MADE A PART OF
THIS LEASE BETWEEN BLACK RHINO INDUSTRIES, LLC, LESSOR,
AND JESSICA KLECKA, LESSEE**

the nature of LESSEE's business is altered so that additional monies are required to sufficiently protect LESSOR and/or LESSOR's building. Said Security Deposit shall not be kept separate or apart.

If LESSEE performs all of LESSEE's obligations hereunder, the Security Deposit shall be returned without payment of interest to LESSEE. If LESSEE does not return the Premises to LESSOR in the same good order, cleanliness and repair as at time of LESSEE's occupancy, or if LESSEE prematurely vacates the Premises or performs a breach of contract and/or default; LESSOR may apply Security Deposit towards damages and charges incurred, with LESSEE liable for damages and charges exceeding the deposit. Security Deposit does not apply towards any month's rent or last month's rent unless prior written consent or approval has been given from LESSOR.

5. REAL ESTATE TAXES, CAM & PROPERTY / LIABILITY INSURANCE

It is agreed that in addition to the net rent for the demised Premises, LESSEE will pay his/her proportionate share of real estate taxes, common area maintenance "CAM", and property/liability insurance, including a 15% administrative charge, for the Premises, as well as the proportionate share of the common area serving the Premises, by making scheduled monthly payments beginning **March 1, 2018** (presently **\$266.67** per month based on 2016 actual expenses and estimated increases for the current year and any subsequent years, if applicable), as determined by LESSOR. Said applicable costs for property and liability insurance are outlined in the paragraph entitled "INSURANCE" contained in this lease document. Said applicable costs for CAM are outlined in the paragraph entitled "PAYMENT OF COMMON AREA COSTS". The NNN's are reconciled and invoiced once a year approximately in May. LESSOR reserves the right to change these figures at anytime throughout the year due to increases in actual expenses. LESSEE will be billed according the above-reference schedule for Real Estate Taxes, Common Area Maintenance and Insurance.

The collected funds received by LESSOR from LESSEE for real estate taxes, CAM and property / liability insurance for the Premises, so stated above, will be held in reserve by LESSOR until such time as they are needed to satisfy payment of real estate taxes, CAM and/or property / liability insurance.

LESSOR will draw from this prepaid reserve and use said funds to pay only LESSEE's proportionate share of real estate taxes, CAM and property/liability insurance for the aforementioned Premises, **after which LESSOR will forward to LESSEE a reconciliation of LESSEE's account and LESSEE hereby agrees to pay the entire amount of each billing remaining after the pre-pay has been applied.** In the reconciliation statement LESSOR will outline the pre-payment costs for the following year for the demised premise. LESSEE agrees to pay those costs, and understands that they are considered additional rent and will be subject to the same terms and conditions of this lease. LESSOR shall forward a report to LESSEE showing the LESSEE's balance at any time upon request by LESSEE.

LESSOR and LESSEE agree that no refunds from the pre-pay account shall be paid except at lease termination, pre-pay money cannot be applied to rent once on deposit, no interest shall be

**RIDER ATTACHED HERETO & THEREFORE MADE A PART OF
THIS LEASE BETWEEN BLACK RHINO INDUSTRIES, LLC, LESSOR,
AND JESSICA KLECKA, LESSEE**

paid or due to LESSEE on the prepaid money and if there is an insufficient amount on deposit to satisfy the necessary expense, the remaining amount is due and payable at the time of billing.

If full payment is not received by LESSOR within ten days of LESSEE's receipt of the real estate tax, CAM or property/liability insurance reconciliation statement, a 10% late charge on the total remaining balance will be assessed each month until full payment, including all pertinent late charges, is received.

5A. COMMON AREA FACILITIES & MAINTENANCE COSTS

(i). DESCRIPTION AND USE OF COMMON AREAS AND FACILITIES

LESSOR shall make available, from time to time; designated areas that serve or offer a common benefit to the LESSEE as well as other tenants and occupants. These common areas include but are not limited to, all parking areas including employee parking areas maintained by LESSOR in or near the LESSOR's Premises; interior hallways and stairways, restroom facilities shared by two or more tenants, and common lighting equipment and fixtures; the boiler and all appurtenant radiators, pipes, fixtures and equipment. They shall also include all common sidewalks, truck ways, driveways, loading docks and areas, delivery areas, common signage, landscaped areas, retaining walls, fences, canopies or overhang, etc. These common areas so deemed appropriate by LESSOR, will be operated, managed, equipped, lighted, repaired, protected, heated and maintained by the LESSOR. To prevent a dedication or other prescriptive right therein in favor of the public or any group or individual, LESSOR may temporarily close any portion or all of the common area from time to time.

LESSOR may designate specific areas for the parking of vehicles of employees of the LESSEE. LESSEE agrees not to interfere with the rights of other tenants to benefit from the common areas. LESSOR shall maintain the right to establish, and from time to time change, alter and amend the size, location and nature of the common areas and may add or remove installations therein and to enforce against LESSEE and other users of the common areas, such reasonable rules and regulations (including the exclusion of employee's parking therein) as may be deemed necessary or advisable for the proper and efficient operation and maintenance of the common area. The rules and regulations herein provided may include the hours which the common area shall be open for use.

(ii). APPLICABLE CHARGES FOR COMMON AREAS AND FACILITIES

All costs incurred by LESSOR related to operating, managing, equipping, lighting, heating, repairing, protecting and maintaining the common areas and facilities, in the same condition as when originally installed are the sole responsibility of the tenants that benefit from the designated common areas. These costs and expenses include, but are not limited to: snow removal, ice removal, security, supervised sprinkler alarm systems, on-site and off-site vehicle and pedestrian traffic direction and control, cleaning expenses, removal of dirt and debris, replanting and replacing of flowers and landscaping, all utility charges including electrical, natural gas, water, sewage and telephone, lighting, maintenance and illumination of common

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fixtures, operation of loudspeakers and any other equipment supplying music. All costs and expenses incurred by LESSOR in supplying, maintaining and cleaning restrooms shared by two or more tenants, pest control, parking lot maintenance and repair, all premiums for Worker's Compensation insurance, wages, unemployment taxes, Social Security and Medicare taxes, fees for required licenses and permits and administrative costs equal to fifteen percent (15%) of the total costs of operating and maintaining the "common area."

(iii). TENANT'S PRO RATA SHARE OF COMMON AREA MAINTENANCE

LESSEE will pay to LESSOR in addition to all other amounts in this lease that portion of common area costs that is LESSEE's proportionate share. LESSEE's common area costs are calculated on the basis of: the proportion of the total number of square feet in the LESSEE's Premises (as set forth in this lease agreement) to the total number of gross leasable square feet within the LESSOR's property; and, the fraction of the LESSOR's Calendar Year during which the LESSEE is bound by the terms of this lease. The LESSOR's Calendar Year ends December 31st.

(iv). PAYMENT OF COMMON AREA COSTS

Based on the above calculation, the LESSEE will pay to LESSOR his/her proportionate share for common area expenses on a Monthly basis. Payments will be due and payable monthly starting on the first month of the lease and continue until the final month of the lease term. Each monthly payment will be one twelfth of the total amount of LESSEE's common area costs, based on an estimate of the LESSOR's current Calendar Year's common area maintenance charges associated with the Premises, and must be received by LESSOR no later than ten (10) calendar days following the due date. After the end of LESSOR's Calendar Year, LESSOR shall furnish LESSEE with a statement of the actual amount of LESSEE's proportionate share of such costs and expenses for such period. If the total amount paid by the LESSEE under this section for any lease year shall be less than the actual amount due from LESSEE for such year as shown on LESSOR's statement, LESSEE shall pay to LESSOR the difference between the amount paid by LESSEE and the actual amount due; such deficiency is to be paid within thirty (30) calendar days after the furnishing of each statement. If the total amount paid by LESSEE hereunder for any such Calendar Year shall exceed the actual amount due from LESSEE for the year, then the excess shall be credited against the next installment due from LESSEE to LESSOR. In the event that LESSOR is delayed, for any reason, in preparing or furnishing to LESSEE such Calendar Year-end reconciliation of expenditures and proportionate costs, LESSEE shall continue to make monthly payments in the same amount as those made during the preceding Calendar Year, and any deficiency in payments made during the preceding Calendar Year shall be paid within thirty (30) calendar days after the furnishing of each statement, or any excess payment shall likewise be credited against the next scheduled installment due from LESSEE. Any late payments of common area costs will be subject to a late charge penalty as previously set forth within this lease agreement.

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6. PUBLIC UTILITIES

6A. WATER

LESSEE represents that water/sewer will not be required in connection with LESSEE's business, but only for normal bathroom usage. Such water/sewer will be furnished by LESSOR. LESSOR reserves the right to increase water/sewer charges to LESSEE at an appropriate rate. LESSEE recognizes the supply of water to the Premises originates from the LESSOR's water meter and LESSOR has the option to install a separate and individual water meter to serve the Premises. If LESSOR exercises this option, LESSEE recognizes LESSEE will be responsible for the water/sewer charges for his/her Premises and will pay directly to the local water/sewer supply company for water/sewer charges.

Any additional requirements, extensions or additions to the present water/sewer system, now or in the future, (as a result of Lessee's business) shall be at the LESSEE's own obligation and expense and shall meet all Local, State, Federal and O.S.H.A. Codes. All such additions mentioned above will remain in the Premises and become the sole property of the LESSOR. However; LESSEE shall promptly remove (if LESSOR elects) all alterations and improvements and any other property placed in the Premises by LESSEE and shall repair any damage caused by such removal.

6B. ELECTRICITY

The Premises are not equipped with an independent electrical service or meter. LESSOR shall provide the electricity for normal usage in the Premises under the provisions of Section 6. LESSOR has the option during the term of this lease agreement to install an electrical system, meters, additions and/or improvements thereby making LESSEE's electrical service to the Premises independent to those of the building in general. LESSEE agrees that at such time LESSOR does choose to exercise this option, LESSEE will then make his/her own arrangements with the local power company as mentioned earlier in this clause.

Any additional requirements, extensions or additions to the present electrical system, now or in the future,(as a result of LESSEE's business) shall be at the LESSEE's own obligation and expense and shall meet all Local, State, Federal and O.S.H.A. Codes. All such additions mentioned above will remain in the Premises and become the sole property of LESSOR to include but not be limited to: transformers, bus ducts, disconnects breakers, breaker panels, conduit, wiring, etc. However; LESSEE shall promptly remove (if LESSOR elects), all alterations and improvements and any other property placed in the Premises by LESSEE and LESSEE shall repair any damage caused by such removal.

6C. NATURAL GAS

The Premises are not equipped with an independent natural gas service or meter. LESSOR shall provide the natural gas for normal heating usage in the Premises under the provisions of Section 6. LESSOR has the option during the term of this lease agreement to install an independent natural gas system, meter, additions and/or improvements; thereby making LESSEE's natural

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gas service to the Premises, independent to those of the building in general. LESSEE agrees that at such time LESSOR does choose to exercise this option. LESSEE will then make his/her own arrangements with Northern Illinois Gas Company as mentioned earlier in this clause.

All additional requirements, extensions or additions to the present natural gas piping system, now or in the future, (as a result of LESSEE's business) shall be at the LESSEE's own obligation and expense and shall meet all Local, State, Federal and O.S.H.A. Codes. All such additions shall remain in the leased premises and become the sole property of the LESSOR. However, LESSEE shall promptly remove (if LESSOR elects) all alterations and improvements and any other property placed in the premises by LESSEE and LESSEE shall repair any damage caused by such removal.

6D. TELEPHONE, CABLE/SATELLITE TELEVISION, HIGH SPEED INTERNET

LESSEE is fully responsible for telephone service, cable/satellite T.V. high speed internet, installation, repair and/or replacement in the leased premises. LESSOR is only responsible for providing *standard* phone service at the D-Mark Prior written approval for locations of all equipment, including wires, is required by LESSOR. If LESSOR elects LESSEE may be required to remove any and all cabling installed by LESSEE or LESSEE's contractor (at LESSEE's expense) into the leased premises upon termination of this lease.

7. UTILITY USAGE FEE/RECONCILIATION

It is agreed that in addition to the base rent for the Premises, LESSEE will pay their proportionate share of the utility costs for the Premises, including a 15% administrative charge, by making scheduled monthly payments beginning **March 1, 2018** (presently **\$106.25** per month based on the actual expenses for the previous year, and estimated increases for the current year and any subsequent years, if applicable), as determined by LESSOR. Said applicable costs for the utilities are outlined in the paragraph entitled Public Utilities. The collected funds received by LESSOR from LESSEE for the utility costs, will be held in reserve by LESSOR until such time as they are needed to satisfy payment of the actual utility costs for the Premises. The utility costs are reconciled and invoiced once per year and a reconciliation statement will be sent to LESSOR at that time. This reconciliation statement shall notify LESSEE of any increase to the monthly utility fee that will be required due to increases in the actual utility costs. LESSOR reserves the right to change these figures at any time throughout the year due to increases in actual expenses.

LESSOR and LESSEE agree that no refunds from the pre-pay account shall be paid except at lease termination, pre-pay money cannot be applied to rent once on deposit, no interest shall be paid or due to LESSEE on the prepaid money and if there is an insufficient amount on deposit to satisfy the necessary expense, the remaining amount is due and payable at the time of billing.

If full payment is not received by LESSOR within ten days of LESSEE'S receipt of the utility costs reconciliation statement, a 10% late charge on the total remaining balance will be assessed each month until full payment, including all pertinent late charges, is received by LESSOR.

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8. INSURANCE

LESSOR's fire and extended coverage insurance shall be an amount equal to 100% of replacement costs and shall be with LESSOR's insurance carrier. Any and all insurance forms, terms and conditions carried and maintained by the LESSOR but charged to the LESSEE; covering loss or damage to the building, property, personal injury and any and all optional protection systems as set forth under liability protection coverage on the leased premises or other improvements and benefits on the premises shall be for the sole benefit of the LESSOR.

All repair and/or replacement costs associated with protecting the leased premises and the building (s) that houses the leased premises are considered applicable expenses (and will be passed along from LESSOR to LESSEE) as they relate to insurance coverage including but not limited to smoke/fire alarm systems, telephone and alarm monitoring costs associated with any smoke/fire/water flow/valve-tampering/ sprinkler systems, standby sprinkler water systems, elevator inspections, main sprinkler water supply or riser, fire extinguishers, electrical self-insurance reserve, exit/emergency lighting; costs for umbrella liability coverage, property coverage, business interruption insurance (including loss of rents), machinery and boiler insurance, inland marine coverage, and general liability coverage; actual and estimated deductible expenses; 15% administrative costs, etc.

Any insurance carried and maintained by the LESSEE on the leased premises covering loss or damage to the building, property, personal injury and any and all optional protection systems as set forth under liability protection coverage on the leased premises or other improvements and benefits on the premises shall be for the sole benefit of the LESSEE. LESSEE AGREES TO MAINTAIN FIRE AND EXTENDED COVERAGE INSURANCE ON THE CONTENTS, LOCATED WITHIN THE LEASED PREMISES AND IF LESSEE DISPENSES, STORES, USES, OR GIVES AWAY ALCOHOLIC BEVERAGES "HOST LIQUOR LIABILITY" INSURANCE. LESSEE shall maintain and keep in force, plate-glass insurance coverage on all plate glass in the premises or be responsible for same. LESSEE agrees not to carry on any activity or store any flammable materials in a manner which would increase the fire insurance premium in the building. If the very nature of the LESSEE's business were to cause such an increase in premium, the LESSEE agrees to pay the increase upon presentation of the increased billing by LESSOR. LESSEE shall not permit any operation to be conducted in the demised premise that would cause suspension or cancellation of the fire and extended coverage insurance policy carried by the LESSOR and/or violate any Federal, State or Local Ordinances or regulations.

9. LESSEE LIABILITY LIMITS

LESSEE agrees to maintain public comprehensive liability insurance on the leased premises, as well as, umbrella coverage on the Leased Premises in the amounts listed on "Exhibit B" attached hereto and by this reference made a part hereof. The policies shall name Black Rhino Industries, LLC as an additional insured. A Certificate of Insurance showing proof of coverage must be furnished to the LESSOR and must be first approved by LESSOR's insurance agency/carrier after analysis of the listed insurance coverage, insurance company rating, etc. LESSEE also is to carry insurance on his/her own contents located within the premises. LESSOR will carry fire

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insurance on the building. LESSEE or LESSEE's insurance carrier must provide LESSOR with renewal certificates at each renewal period and/or any notice of cancellation.

10. NON-LIABILITY OF LESSOR

LESSOR shall not be liable to LESSEE for any damage or injury to him or his property occasioned by the failure of LESSOR to keep the premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or near the premises, or otherwise; nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission, or negligence of co-tenants or of buildings or of owners of adjacent or contiguous property, or of LESSOR's agents or LESSOR himself, all claims for any such damage or injury being hereby expressly waived by LESSEE.

11. HOLD HARMLESS

LESSEE agrees to indemnify and save harmless LESSOR and any person with LESSOR from and against any and all claims and demands of third persons (including, but not limited to those for death, for personal injuries or for loss or damage to property) occurring in or arising, directly or indirectly out of or in connection with the use and occupancy of the premises, LESSEE's work or alterations performed by the LESSEE in or to the premises, the business conducted in the premises or as a result of any acts, omissions, or negligence of the LESSEE or their respective contractors, licensees, invitees, agents, servants, employees or other persons in or about the premises and from and against all costs, expenses and liability occurring in or in connection with any such claim or proceeding brought thereon.

12. CONDITION AND UPKEEP-INCLUDING REPAIR AND/OR REPLACEMENT

The aforementioned described premises are leased to LESSEE in an "as is" condition and LESSEE agrees to be responsible and to keep the interior of the leased premises in good order and repair. LESSEE expressly agrees to maintain sufficient heat in the leased premises to prevent damage to the building and/or water pipes. LESSEE shall maintain, repair and replace all interior non-structural items including; but not limited to, all equipment and mechanical systems and components as well as heating, ventilating and air-conditioning systems and components.

13. LESSEE MAINTENANCE-INCLUDING REPAIR AND/OR REPLACEMENT

LESSEE expressly agrees to be entirely responsible for LESSEE's own maintenance, repair and/or replacement of related items including but not limited to: doors, door closures, locks,

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keys, windows, window glass, light fixtures (including new bulbs and new ballasts), bathrooms and bathroom fixtures, toilet seats, faucets, sanitary and storm drains, heating, ventilating and air-conditioning systems and components, including changing the air filters at least 4 times per year, sump pumps, water heaters, etc. It is understood LESSOR is under no obligation to furnish heat, power, lights and/or bulbs beyond those existing in the area at the time of takeover. LESSEE will be responsible for maintenance and cleanliness of washrooms located in leased premises. In a case where LESSOR agrees to perform work to the leased premises, at the sole cost of LESSEE, LESSEE shall submit payment to LESSOR for such services within 10 days of receipt of invoice from LESSOR. If full payment of said invoice is not received by LESSOR in 10 days, a 10% Late Charge on the total remaining balance will be assessed each month along with a 15% administrative charge until full payment including all pertinent late charges is received by LESSOR.

13A. SNOW REMOVAL

LESSEE agrees to maintain, via the appropriate snow removal method i.e. shoveling, salting, any sidewalks, walkways, steps, porches, landings, etc. leading from the common parking area up to LESSEE's leased premises. Said areas are to be maintained in a manner sufficient to prevent any cause for injury to anyone visiting the leased premises. LESSOR will accept no responsibility or liability for any such injury caused by LESSEE's failure to maintain said areas in a safe manner.

14. DAMAGE TO THE BUILDING

LESSEE may use leased premises for the specified use, as defined on Page #1 of this lease agreement - but LESSEE shall not injure, overload, deface or otherwise harm site, building or leased premises nor permit the emitting of any objectionable noise or odor which will invalidate or increase the cost of any of the LESSOR's insurance (including the keeping or storage of articles of dangerous flammable or explosive character), or which would increase the danger of fire in the leased premises or in the building in which the same is located. LESSEE further agrees that LESSEE shall not perform any illegal or immoral acts on or within the leased premises, nor permit same, nor perform any acts or permit the emitting of any objectionable noise or odor which may prove to be dangerous or objectionable to neighboring tenants.

LESSEE agrees that if LESSEE damages the site, building or leased premises in any way as mentioned above, LESSEE will be held fully responsible to pay any and all costs for repairs, replacements or removal of damaged items or area. The same will apply to any damages incurred or modifications needed as a result of LESSEE's operations, activities or neglect thereof.

15. ALTERATIONS, ADDITIONS & IMPROVEMENTS

LESSEE shall not create any openings in the roof or exterior walls nor make any structural alterations or improvements to the demised premises without the prior written consent of the LESSOR.

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If LESSEE elects, after receiving prior written permission from LESSOR to alter, decorate, or improve the leased premises in any way then LESSEE hereby acknowledges and agrees to restore the leased premises to the condition of said premises prior to LESSEE's occupancy if so requested by LESSOR. Said restoration shall include removal of all alterations, additions, improvements, or decorations with LESSOR's approval and shall be completed by LESSEE and at LESSEE's sole cost and expense prior to the termination of this lease agreement.

LESSOR may, at LESSOR's option, agree to accept LESSEE's alterations, additions, improvements, or decorations as a permanent improvement to the leased premises and if so then LESSEE hereby acknowledges and agrees to keep the leased premises in said improved condition upon termination of this lease agreement. Said acceptance by LESSOR is only valid if LESSOR provides said prior notice, in writing, to LESSEE.

The terms and provisions contained in this section shall be in addition to and not in lieu of all terms and provisions contained in this lease and shall not restrict or in any way limit LESSOR's rights and remedies with respect to such alterations or additions or LESSEE's duties and obligations with respect thereto. Notwithstanding anything contained in this lease to the contrary, any venting by LESSEE of equipment to the outside of the building shall be subject to the express prior written consent of the LESSOR. Prior to the entry into any contract with respect to the delivery of materials or performing work to the premises therefore; LESSEE shall furnish LESSOR with plans and specifications, names and addresses of contractors, copies of contracts, necessary permits and indemnification in form and amount satisfactory to the LESSOR and waivers of liens against any and all claim costs, damages, liabilities and expenses which may arise in connection with such alterations or additions. Before commencing any work in connection with such alterations or additions, LESSEE shall furnish LESSOR with Certificates of Insurance from all contractors performing labor or furnishing materials insuring LESSOR against any and all liability which may arise out of or be connected with said additions or alterations. The Certificates of Insurance shall name LESSOR as an "Additional Insured". Upon completing any such alterations or completing any such alterations or additions, LESSEE shall furnish LESSOR with contractor's affidavits and full and final waivers of liens and receipted bills covering all labor expended and material used.

All such alterations and/or additions shall comply with all insurance requirements imposed by LESSOR's insurance companies and the requirements of all ordinances, statutes, rules and regulations of the local City, the State of Illinois and the U.S. Government and their respective agencies and departments now or thereafter in effect, including without limitation those relating to pollution and environmental control. All such alterations or additions shall be constructed out of materials approved by LESSOR and shall be constructed in good workmanlike manner. LESSEE shall permit LESSOR to inspect construction operations in connection with such alterations or additions, if LESSOR requests to do so, and LESSEE agrees to repair, remove or replace any alterations or improvements that have not been completed to LESSOR's satisfaction. ALL ALTERATIONS, ADDITIONS AND IMPROVEMENTS PERFORMED TO THE LEASED PREMISES DURING THE TERM OF THIS LEASE AGREEMENT WILL BE DONE STRICTLY AT THE SOLE COST OF THE LESSEE AND MUST MEET WITH

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LESSOR's FULL APPROVAL AND COMPLY WITH ALL NECESSARY LOCAL, STATE, FEDERAL, N.F.P.A., A.D.A., E.P.A. AND O.S.H.A. CODES AND REGULATIONS.

16. COMMON AREA

When common loading facilities are shared with other tenants; no materials or equipment may be stored on common aisles or loading docks except during a period of continuous loading and unloading activity. All materials and scrap must be picked up immediately and the area cleared by LESSEE. LESSOR reserves the right to dispose of these abandoned materials or issue a written warning to any LESSEE storing materials, equipment or other items on common halls, aisles, or dock areas or any areas, inside or outside of the building, including all parking lot areas. If LESSEE remains in violation of written warning from LESSOR following a 24-hour period, LESSOR shall assess a \$25.00 per day penalty, to be paid by LESSEE until said violation has been corrected to LESSOR's satisfaction.

17. DOORS & WINDOWS

All tenants and/or their employees must observe strict care not to leave doors and/or windows open upon their leaving the premises at the end of each workday. Failure to secure the leased premises and for any neglect or carelessness in these respects, or any of them, shall make LESSEE liable to make good all injuries sustained by other tenants and also all damage to the building resulting from such default or carelessness.

18. KEYS, LOCKS, LESSOR'S ACCESS

LESSOR shall at all times have and retain a key with which to unlock all doors in, on and about the Premises and LESSOR has the right to use any and all means, which LESSOR deems necessary and proper, to open such doors in case of an emergency in order to obtain entry into the Premises. Any entry to the Premises by LESSOR or LESSOR's representatives shall not under any circumstances be construed or deemed to be a forcible or unlawful entry or detainer of the Premises or any eviction, actual or constructive of LESSEE from the Premises, or any portion thereof. LESSOR will not enter the aforementioned Premises (while occupied by LESSEE), without prior permission, either verbal or written from LESSEE except in the case of an emergency. LESSEE will receive two (2) keys at Premises turnover, any keys issued after the first two (2) keys will be \$10.00 per key. LESSOR reserves the right to raise this fee to reflect current market pricing. LESSOR will charge **\$75.00 per core** for any lock change which includes keys, cores and/or door handles. LESSOR offers an after-hours emergency service for any calls pertaining to lock-outs prior to or after LESSOR's business hours of 7:00 a.m. to 3:30 p.m. Any calls that require personnel of LESSOR to assist customers on-site to open any locked spaces will be charged at the following rates: 1st call \$50.00, and any after-hours emergency service calls after the 1st call will be increased in \$50.00 increments.

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19. PRIVILEGE OF INGRESS OR EGRESS

LESSOR gives and grants to the LESSEE the right and privilege of using in common with a neighbor tenant and/or owners of the premises for the purpose of ingress and egress; the existing driveways and parking lots. LESSOR grants to LESSEE the right of ingress and egress at all times.

20. SECURITY

LESSEE recognizes LESSOR is not obligated to provide guard and/or security for the leased premises and LESSEE shall not hold LESSOR liable for any loss of property or personal effects in, on or about the Premises.

21. BUILDING HOURS

The Building hours when the Building will be unlocked are 7:00am to 5:00pm, Monday-Friday. The Building will be closed Saturdays and Sundays, and on major holidays including New Years' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.

22. OVERNIGHT STORAGE, SCAVENGER SERVICE, JANITORIAL

LESSEE agrees that all overnight storage of vehicles, trucks or trailers will be done so in the assigned parking area out of the sight of the common public (whenever possible). LESSEE recognizes LESSOR assumes no liability for said vehicle, truck or trailer. LESSEE also agrees to keep all trash and scavenger equipment at the rear of the building and out of the sight of the common public.

LESSEE recognizes LESSOR is under no obligation to furnish salvage service or janitorial service for the leased premises. If LESSOR develops a trash program with one common collector, LESSEE will join the program for trash removal, provided the rates are competitive and the program is compatible with LESSEE's business. LESSEE will be billed directly by salvage service, with rate and future increases being determined by service, by the type and volume of trash created by LESSEE.

23. MINIMUM HEAT

Space provided with heating devices must be set and operating to maintain a minimum temperature of 60 degrees Fahrenheit throughout the duration of the Lease Term, when required by the season or weather conditions.

24. FIRE EXTINGUISHERS

It is the LESSEE's responsibility to provide in good working order, adequate fire extinguishers to protect their contents within the demised premises. The provisions of the National Fire Protection Association specify the type, size and quantity based on type of operation and it is the

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LESSEE's responsibility to comply with these provisions. LESSEE is responsible not only for providing these extinguishers; but also for the annual inspections, maintenance and upkeep.

25. SPRINKLER ADDITIONS

LESSEE agrees and understands that if new sprinkler heads or extensions of same are needed to comply with the NATIONAL FIRE PREVENTION ASSOCIATION, as well as local City Fire Department codes and regulations **as a result of LESSEE's additions or equipment**, such heads and labor for the installation will be at the LESSEE's expense.

26. SIGNAGE

LESSEE shall not place any painted or exterior sign, placard or other advertising media, banners, pennants, aerals, antennas, projections, awning or devices of any kind whatsoever on the site or on the exterior of the building; except a sign on the front which shall consist of the design and conformity approved in writing by LESSOR prior to installation of such signs and at the LESSEE's expense. Said sign shall remain the property of the LESSOR except that LESSOR reserves the right to have LESSEE remove or paint over said sign if LESSOR elects.

27. DISABILITY ACCESSIBILITY

The LESSOR has evaluated this property as it applies to the ADA accessibility guidelines for buildings and facilities and with the Architectural and Transportation Barriers Compliance Board (ATBCB). LESSOR is leasing this property in an "as is" condition and has evaluated the property for compliance and exceptions.

Any modification that LESSEE is required to perform, to the leased premises, the building that houses the leased premises, or the property on which the lease premises is located, in order for LESSEE to comply with ADA guidelines for employment, access, etc., will be done so strictly at the LESSEE's sole cost and expense after first obtaining LESSOR's full written approval of said modifications.

28. DEFAULT BY LESSEE

In the event of default in the payment of Monthly Rent, or in any of the covenants and agreements herein contained by LESSEE, LESSEE shall remain liable for any Monthly Rent and any other charges owed by LESSEE that, but for the termination of this Lease, would have become due during the remainder of the Lease Term, in addition to all reasonable and necessary attorney fees plus costs and expenses incurred by LESSOR in pursuit of its remedies hereunder, including brokers' fees, collection services, and other professional fees.

LESSEE further recognizes and agrees that in the case of default by LESSEE then LESSOR shall have the right to immediately repossess the Premises and be entitled to recover forthwith as damages the sum of the money equal to the value of the Monthly Rent and any other charges, as defined above, provided to be paid by the LESSEE for the balance of the Lease Term plus any other sum of money and damages owed by the LESSEE to the LESSOR. LESSOR shall have at

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AND JESSICA KLECKA, LESSEE**

all times valid and first lien upon all personal property which LESSEE now owns, or may hereafter acquire or have an interest in as security for payment of the Monthly Rent and other charges herein reserved.

Should LESSEE terminate this Lease and/or vacate the Premises prior to the natural expiration of the Lease Term, for any reason, LESSOR shall have the right to accelerate the monthly Rent payments, including any Additional Rent Charges, Late Fees and Other Charges due for the remainder of the Lease Term. These payments shall become due and payable immediately upon notice to LESSEE by LESSOR. In addition to the monthly Rent payments, Additional Rent Charges, Late Fees and Other Charges due for the remainder of the Lease Term, LESSOR hereby reserves the right to charge a fee in the amount of **\$500.00 (FIVE HUNDRED DOLLARS and 00/100)** ("Early Termination Fee"). Said Early Termination Fee will be deducted from the Security Deposit on LESSEE'S account at the time of early termination. Said Early Termination Fee will not release LESSEE from their obligation to the Monthly Rent and any other charges dues and owing through the end of the Lease Term, but will be applied as an administrative fee.

In the event LESSEE notifies LESSOR of their desire to terminate this Lease and vacate the Premises prior to the natural expiration of the Lease Term, and LESSOR is able to re-let the Premises to another tenant for the same or higher monthly Rent, then this Lease shall be terminated as of the day prior to the commencement date of the new lease with the new tenant. LESSEE shall notify LESSOR of their desire to terminate this Lease and vacate the Premises at least sixty (60) days prior to the natural expiration of the Lease Term and LESSOR shall make a reasonable effort to re-let the space prior to the natural expiration of the Lease Term.

29. NON SMOKING

Smoking of any product, tobacco related or otherwise, is not permitted within the Premises. LESSOR, at LESSOR's discretion, may terminate this lease agreement if LESSEE or LESSEE's employees, invitees, customers, etc. violate this clause when within the confines of the Premises, or the building that houses the Premises.

30. HAZARDOUS MATERIALS

LESSEE shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any Hazardous Materials (as defined below) upon or about the Premises, or permit LESSEE employees, agents, contractors, invitees and other occupants of the Premises to engage in such activities upon or about the Premises. However, the foregoing provisions shall not prohibit releases pursuant to permits issued by governmental authority or the transportation to and from, and use, storage, maintenance and handling within, the Premises of substances customarily used in the LESSEE's business: (i) such substances shall be used and maintained only in such quantities as are reasonably necessary for such permitted use of the Premises and the ordinary course of LESSEE's business therein, strictly in accordance with applicable Law, highest prevailing standards, and the manufacturer's instructions therefore, (ii) such substances shall not be disposed of, released or discharged in the Premises, and shall be transported to and from the Premises in compliance with all applicable Laws, and as LESSOR shall reasonably

**RIDER ATTACHED HERETO & THEREFORE MADE A PART OF
THIS LEASE BETWEEN BLACK RHINO INDUSTRIES, LLC, LESSOR,
AND JESSICA KLECKA, LESSEE**

require, (iii) if any applicable Law or LESSEE's trash removal contractor requires that any such substances be disposed of separately from ordinary trash. LESSEE shall make arrangements at LESSEE's expense for such disposal directly with a qualified and licensed disposal company at a lawful disposal site (subject to scheduling and approval by LESSOR), (iv) any remaining such substances shall be completely, properly and lawfully removed from the Premises upon expiration or earlier termination of this Lease, and (v) for purposes of removal and disposal of any such substances. LESSEE shall be named as the owner and generator, obtain a waste generator identification number, and execute all permit applications, manifests, waste characterization documents and any other required forms.

31. REMOVED PROPERTY

In the event of re-entry and removal of the articles found on the Premises as hereinbefore provided, the LESSEE hereby authorizes and requests that the LESSOR sell the same at public or private sale with or without notice, and the proceeds thereof, after paying the expenses of removal, storage and sale to apply towards the rent reserved herein, rendering the overplus, if any, to LESSEE upon demand.

32. LESSEE'S USE OF LEASED PREMISES

LESSEE hereby agrees to use the Premises solely for the Intended Purpose listed on page 1 of this Lease Agreement and if LESSEE's use of the Premises conflicts in any way with the Intended Purpose stated on page 1 of this Lease Agreement LESSOR shall have the option to declare LESSEE in default and thereby terminate this Lease Agreement with 30 day written notice to the LESSEE.

33. LICENSES AND PERMITS

LESSEE shall be responsible for obtaining all licenses and permits necessary for its use and occupancy of the Premises and LESSEE shall comply, at its own cost and expense, with all laws now existing or hereafter enacted; with all rules and requirements pertaining to health, fire and safety; and with all other state, county and municipal requirements affecting the use, operation and cleanliness of the Premises.

LESSEE:

JESSICA KLECKA

By: _____
Jessica Klecka

Date: _____

LESSOR:

BLACK RHINO INDUSTRIES, LLC

By: _____
Brian Dempsey, Owner

Date: _____

**RIDER ATTACHED HERETO & THEREFORE MADE A PART OF
THIS LEASE BETWEEN BLACK RHINO INDUSTRIES, LLC, LESSOR,
AND JESSICA KLECKA, LESSEE**

EXHIBIT A

RENT SCHEDULE

<u>Year</u>	<u>Size</u>	<u>Per SF</u>	<u>Monthly</u>	<u>Annually</u>
1	500	\$10.25	\$427.08	\$5,124.96

NNN'S SCHEDULE

(Estimated Figures from 2016 Actual Billings)*

<u>Year</u>	<u>Size</u>	<u>Charge</u>	<u>Per SF</u>	<u>Monthly</u>	<u>Annually</u>
1	500	Taxes	\$3.50	\$145.84	\$1,750.08
1	500	<u>CAM</u>	<u>\$2.90</u>	<u>\$120.83</u>	<u>\$1,449.96</u>
		TOTALS	\$6.40	\$266.67	\$3,200.04

* The NNN's are reconciled and invoiced once per lease year. Lessor reserves the right to change these figures at any time throughout the year due to increases in actual expenses

UTILITY USAGE FEES

<u>Year</u>	<u>Monthly</u>	<u>Annually</u>
1	\$106.25	\$1,275.00

Total rent and other charges due by the 1st of each month
during the Lease Term: **\$800.00**

**RIDER ATTACHED HERETO & THEREFORE MADE A PART OF
THIS LEASE BETWEEN BLACK RHINO INDUSTRIES, LLC, LESSOR,
AND JESSICA KLECKA, LESSEE**

EXHIBIT B

General Liability Insurance Required:

\$2,000,000 Per occurrence

\$2,000,000 General Aggregate

\$1,000,000 Personal & Advertising Injury

\$5,000 Medical Payments

In addition to the above:

Tenant Legal Liability in the amount of \$300,000.00.

LESSOR needs to be named as an "additional insured"

This additional insured will be on a primary and non-contributory basis.

Also, a Waiver of Subrogation will apply. Indemnification and Hold Harmless Applies.

**MINUTES
CITY OF ST. CHARLES
GOVERNMENT OPERATIONS COMMITTEE
MONDAY, MARCH 19, 2018**

1. Call to Order

The meeting was convened by Chairman Bancroft at 7:34 pm

2. Roll Call

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

Absent: None

3. Omnibus Vote - None

4. City Administrator

- a. Recommendation to approve a Request for Funding for the 2018 Heart of the Fox Races, Color Fun Run and “Runs, Tugs and Hugs” event.**

Mark Koenen: Item 4a makes reference to a proposed special event to be held in Downtown St. Charles. This is a Request for funding from this group. It’s being partnered with what was the Bob Leonard River Walk and Run. We have been asked to make a \$1500 contribution to help sponsor this event. We have the money in the budget and something we have done in the past. I would request a favorable motion for this item.

Motion by Ald. Stellato, second by Bessner to recommend approval of a Request for Funding for the 2018 Heart of the Fox Races, Color Fun Run and “Runs, Tugs and Hugs” event.

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

5. Police Department

- a. Recommendation to approve an Ordinance Amending Title 5, Entitled “Business Licenses and Regulations” Chapter 5.08, “Alcoholic Beverages”, 5.08.090, “License - Classifications”, Section 5.08.100, “License Fees; Late Night Permit Fees; Fees Established, and Section 5.08.130 “License-Hours of Sale” of the St. Charles Municipal Code (New G-2 Liquor License Classification).**

Chief Keegan: Last month I brought a concept plan forward to the Government Operations Committee indicating the desire to open a Nano-brewery on the far south side of St. Charles. That application is not advancing forward just yet; I do plan on taking that to committee and Liquor Control Commission next month. Tonight’s item advanced forward from Liquor Control Commission with a 4 -0 vote. It codifies the license in the code. There are three subsections of that license. The creation of the G-2 Market License, a brewery concept, which is three different business plans under one roof. The hours of operations would be 7am – 10am, there would be a small carry-out component along with some

tasting, the site license under subsection 10 is currently recommended at \$3,000 which is consistent with what their site license is. The hours would mirror what they have in place now both at the Urban Counter and the Pride Liquor Store, and will be consistent with our A4 licensee.

Ald. Lewis: Is this license specific to this location?

Chief Keegan: We didn't do that in this particular license. We see this may be the first of many coming forward in the future and an expanding trend.

Ald. Lewis: A restaurant, a package store, and a brewery all under the same building, with a gas station next to it?

Chief Keegan: We did see some similar concepts; not exactly the way this is presented, we saw similar language in North Aurora, and some of the surrounding suburbs. This is a unique concept, giving our research and talking with other municipalities we feel this may be a trend.

Ald. Turner: It says Nano-brewery, Market, and Video Gaming.

Atty. McGuirk: That's just a category regarding fees.

Ald. Turner: We're not allowing video gaming in this place as far as I know.

Ald. Payleitner: I'm not comfortable without putting a face to it just now. It would have been better being able to visualize a businesses; this really looks specific, especially the last paragraph in the ordinance: *Alcohol served for the purpose of consumption on the premises may be carried and consumed throughout the premise and only if movement can be made wholly within the enclosed structure of the premise or approved outdoor seating area. The license shall be a site license for the complete premises.* I may be sold on it if I could put it with a particular business, but right now I'm not comfortable.

Ald. Vitek: Can you clarify the timing. At Liquor Control Commission last month we looked at the concept and it was pretty thorough, a well written business plan, we felt comfortable enough approving and giving feedback on the concept.

Chief Keegan: There is a zoning issue that is being worked on. We are going to be advancing the application before May 1st for the license renewal.

Ald. Payleitner: The concept doesn't seem to be just that, a concept. It's nothing hard and fast just yet. I'd like to wait for that.

Ald. Lewis: They could have video gambling in the urban café if they like, correct?

Ald. Keegan: Currently our video gaming ordinance allows B, C and D licenses only. It would be allowed per our current code right now. If we authorize this G-2 license and its approved we would have to bring this license classification in front of Council for your consideration as far as video gaming. Right now under their B license they are eligible for video gaming.

Ald. Gaugel: Just to be clear. What we're approving is a new class of liquor license that can be applied anywhere in the City for anyone who wants to use this business model. Tonight it's just the class.

Chief Keegan: Correct. You'll also see that with my next agenda item, we're asking for consideration to approve a new class, yet the license isn't advancing forward.

Ald. Lewis: If these places wanted video gaming, we would have to allow a G licensee be part of the video gaming.

Chief Keegan: Yes, I would have to advance it for your consideration to enlarge the license availability to the G classification.

Ald. Lewis: Because you can walk all around the site from place to place, correct?

Chief Keegan: Currently our video gaming ordinance only allows B, C and D licenses, this market license is different, if they asked for video gaming I would put it on hold and bring it forward for consideration.

Ald. Lewis: They could put it anywhere within their site?

Chief Keegan: There are strict guidelines, that's done by the State. They wouldn't be able to put them just anywhere they choose.

Ald. Bessner: What if they already had gaming? Would it be grandfathered in, or would they still have to get a new license?

Chief Keegan: If they currently had gaming there would be another item on the agenda for the consideration of gaming. It wouldn't be automatically grandfathered in.

Motion by Ald. Stellato, second by Vitek to recommend approval of an Ordinance Amending Title 5, Entitled "Business Licenses and Regulations" Chapter 5.08, "Alcoholic Beverages", 5.08.090, "License - Classifications", Section 5.08.100, "License Fees; Late Night Permit Fees; Fees Established, and Section 5.08.130 "License-Hours of Sale" of the St. Charles Municipal Code (New G-2 Liquor License Classification).

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

- b. Recommendation to a approve an Ordinance Amending Title 5, Entitled "Business Licenses and Regulations" Chapter 5.08, "Alcoholic Beverages", 5.08.090, "License - Classifications", Section 5.08.100, "License Fees; Late Night Permit Fees; Fees Established, and Section 5.08.130 "License-Hours of Sale" of the St. Charles Municipal Code (New E-8 Liquor License Classification/St. Charles History Museum).**

Chief Keegan: This is a classification only. We'll probably be bringing the application back next month. There are some issues the History Museum is working on with their insurance. There are three items to this ordinance as well, the classification of the E-8; it would allow for a certain amount of events per year, the license fee would be \$500. This is consistent with non-for-profit, for example the Steele Beam Theatre is \$500 per year. The hours of operation would also be codified in the ordinance chance and would be from 7 am – Midnight. Nancy Wolfe is here, she's helping with some of this material.

Ald. Payleitner: You mentioned Steele Beam as an example. Steel Beam isn't on City Property. Is there an issue with this being on City property?

Chief Keegan: We vetted this with Council and looked at some different ordinances from surrounding communities; it's a bit different because we own the property. I mentioned the Steele Beam as a point of reference for the fee schedule.

Motion By Ald. Turner, second by Lemke to recommend approval of an Ordinance Amending Title 5, Entitled "Business Licenses and Regulations" Chapter 5.08, "Alcoholic Beverages", 5.08.090, "License - Classifications", Section 5.08.100, "License Fees; Late Night Permit Fees; Fees Established, and Section 5.08.130 "License-Hours of Sale" of the St. Charles Municipal Code (New E-8 Liquor License Classification/St. Charles History Museum).

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

c. Recommendation to approve Parking Lot Closure and Use of Amplification Equipment for the Heritage Center "Best of St. Charles Foodie Fest".

Chief Keegan: This is for June 23rd from 5 pm – 9 pm. This is similar to previous years and will be done at the parking deck behind the History Museum. Previously we've requested a liquor license to go coincide with this request. This year part of the concept you just approved, the previous agenda item, would give that umbrella to the History Museum to also bring in either a vendor or put on an event themselves; I only need the lot closure and the amplified sound.

Motion By Ald. Stellato, second by Vitek Parking Lot Closure and Use of Amplification Equipment for the Heritage Center "Best of St. Charles Foodie Fest".

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

d. Recommendation to approve Street and Parking Lot Closures and an Amplification License for the Fine Arts Show.

Chief Keegan: Once again this is a repeat event. We've had a number of successful years of putting on this event. This will run Saturday, May 26 – Sunday, May 27 asking for lot closure and amplification, the hours of the event are 10 am – 6 pm.

Ald. Lewis: Just a point of clarification to make sure we don't need an addition to approval. I thought at the last meeting I attended for the Downtown Partnership they talked about doing chalk drawings on the other side, on the Plaza. Do you need permission? It's not in here.

Chief Keegan: I would just ask for a friendly amendment to include that in the motion.

Ald. Lewis: I want to make sure they are covered. I would like to make that friendly amendment and motion that they have permission to use the Plaza also on those 2 dates.

Chief Keegan: I believe we're not going to close the Plaza which is why we didn't ask for the Plaza to be closed. I'll reiterate your concerns with my staff.

Ald. Lewis: I don't think people are going to start drawing on the sidewalks there.

Chief Keegan: We'll take care of this and close it from Rt. 64 to the entrance of the parking garage to accommodate the chalk drawings.

Motion By Ald. Stellato, second by Turner to recommend for approval Street and Parking Lot Closures and an Amplification License for the Fine Arts Show.

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

e. Recommendation to approve The Use of City Plazas/Property and an Amplification License for STC Live.

Chief Keegan: This is an ongoing event we've done for many years. This runs from Memorial Day through Labor Day, there are no changes. This is the 5th year.

Motion By Ald. Gaugel, second by Silkaitis to recommend for approval The Use of City Plazas/Property and an Amplification License for STC Live.

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

f. Recommendation to approve a Resolution for the Closure of Main Street for the Memorial Day Parade.

Chief Keegan: This year the Parade is on Monday, May 28. The closure will be from 9:45 am – 11 am. We'll do a resolution with the Illinois Department of Transportation.

Motion By Ald. Stellato, second by Silkaitis to recommend for approval a Resolution for the Closure of Main Street for the Memorial Day Parade.

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

g. Recommendation to approve Late Night Permits for Class B and C Liquor License Holders of the City of St. Charles for FY 2018/2019.

Chief Keegan: This Advanced from Liquor Control Commission with an advancement of 4 – 0. I'm going to ask for a friendly amendment. Initially in the packet we asked for 26 late night permits. There were 12, 1 am permits, and 14, 2 am permits. Just this morning 2 licenses came forward for consideration; Eden on the river, and Los Burritos Mexicanos. That would bring the total to 28, 14, 1 am, and 14, 2am.

Everyone is licensed until Midnight, and they're permitted for 1 am or 2 am based on a number of factors. As part of our ordinance each year I review not only the law enforcement activity at each address but also ask the associated departments within the City to approve the list. Each of the departments has approved this list and I did indicate some of the activity. I see continual improvement in our relationship and the behavior of our businesses. We encourage them to call us; I would ask that you don't look at the calls for service as a mark against them. We look at the type of calls and how we respond. Sometimes the arrest or the report may not have anything to do with the establishment or the fact that they didn't have proper oversight of their establishment. When I bring something forward to Liquor Control Commission that's a telltale sign that there is an issue; I've only brought one violation forward this past year. I'm in constant communication with proprietors and the Liquor Commissioner. As I mentioned there has only been one violation, and there have been no warning letters. The one we did have, we did an abatement plan, they incurred a steep penalty, and we've seen much improvement.

Ald. Bancroft: Thank you. I think it's important to make sure we're not discouraging people from reaching out to the police.

Ald. Payleitner: Was there a list of licensees in our packet or just the one's with violations?

Chief Keegan: We listed the 26 licensees requesting late night permits.

Ald. Payleitner: That's what this chart is. You're missing 2.

Chief Keegan: Those are the 2 I asked for the friendly amendment on, one is a New Business, Eden on the River, and the other is Los Burritos Mexicanos, they have had a 1 am permit over the years and initially decided he didn't want it, but then changed his mind this morning.

Ald. Payleitner: Neither is listed on this chart. Where is Los Burritos located?

Chief Keegan: It's at 2125 W. Main Street.

Motion By Ald. Stellato, second by Turner to recommend for approval Late Night Permits for Class B and C Liquor License Holders of the City of St. Charles for FY 2018/2019.

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

h. Recommendation to approve an Application for a New Massage Establishment License for Restore and Recover located at 1121 E Main Street, St. Charles, IL 60174.

Chief Keegan: This advanced from the Liquor Control Commission with a vote of 4 – 0. I would encourage you to look at the photos I've attached in your materials. This is an office building on the near east side, the 100 block of E Main Street. Jessica is looking to occupy a small suite in the building. This is an appointment only establishment. They are exempt from the mandatory manager on duty. Jessica has been a massage therapist for 6 years. She's been vetted. She has more of a therapeutic, recovery type business model.

Ald. Gaugel: Do you have plans of hiring anyone else?

Jessica Kleca: Not within the first year? After I assess the first year I may consider hiring on another person.

Motion By Ald. Turner, second by Vitek to recommend for approval an Application for a New Massage Establishment License for Restore and Recover located at 1121 E Main Street, St. Charles, IL 60174.

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

6. Human Resources Department

a. Recommendation to approve a Resolution Authorizing the Director of Human Resources to Execute a Letter of Agreement Between the City of St. Charles and HUB International Midwest Limited.

Jennifer McMahon: For your consideration is a letter of agreement for one year with HUB International to provide benefit consulting services. They work with both Finance and Human Resources to help do some fiscal analysis and budgeting for our self-insured health insurance plan, as well as help us seek out other benefits such as, dental, vision, etc. They also help with our open enrollment materials and resolve the more complex claims that employees may have. The last time an RFP was issued was in 2014, effective May 1, 2015, it was a three year agreement. That agreement is expiring at the end of April. Given my short tenure, and the fact that we're bringing on a Purchasing Manager; I asked that they hold their price and extend the contract for one year, and we'd like to go out for RFP this summer. Included in your packet is the one year agreement of the same price we're currently at which is \$44,000, that is budgeted for the upcoming fiscal year.

Ald. Turner: Next year you're going to go out for RFP?

Jennifer McMahon: I'll do that work over the summer, but it would be effective May 1, 2019.

Motion by Ald. Turner, second by Stellato to recommend for approval a Resolution Authorizing the Director of Human Resources to Execute a Letter of Agreement between the City of St. Charles and HUB International Midwest Limited.

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

7. Fire Department

a. Recommendation to approve an Ordinance Authorizing the Disposal of Surplus Personal Property Owned by the City of St. Charles.

Chief Schelstreet: The Fire Department has a list of miscellaneous equipment and other items that have exceeded their useful life due to age and condition. I'm requesting approval to work with Finance and Inventory Control departments to list this material on the auction website. All monies would be returned to the General Fund and all items we can't sell would be donated.

Ald. Silkaitis: Do we have any success selling these items, or do we have to donate them?

Chief Schelstreet: Typically we put the materials up for auction. A hose can go quickly or languish.

What we do have is the Fox Valley Academy at Kaneville has asked for equipment, the kids are on different fire departments who have asked. We do work for that, but to stay in compliance with City Policy we put them up for auction first.

Motion By Ald. Turner, second by Lemke to recommend for approval an Ordinance Authorizing the Disposal of Surplus Personal Property Owned by the City of St. Charles.

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

8. Finance Department

a. Recommendation to approve Ordinance Reserving and Authorizing the Transfer of Volume Cap in Connection with Private Activity Bond Issues and Related Matters Budget presentation.

Chris Minick: This ordinance reserves volume cap related to private activity bonds. Each year we reserve the volume cap related to these private activity bonds in case there is a qualified project that comes up. These private activity bonds can be used as an economic incentive for qualified industrial expansion projects and provides tax exempt financing, or the ability for private entities to tap into tax exempt financing to allow projects to be completed at a lower cost. Passing this ordinance does maintain the maximum flexibility for the City to adjust any projects that may come forward. Staff does recommend approval.

Motion By Ald. Turner, second by Lemke to recommend for approval Ordinance Reserving and Authorizing the Transfer of Volume Cap in Connection with Private Activity Bond Issues and Related Matters Budget presentation.

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

b. Fiscal Year 2018-2019 Budget Presentation – For Information Only.

Chris: Tonight we will be having a discussion regarding the FY 18/19 budget draft. We hold this discussion as part of the budget process to make sure the staff is on the right track. It's held before the public hearing and adoption. That is why we're here tonight.

We'll discuss the recent financial trends the City has been experiencing, the General Fund, and the funding allocated to the civic groups, as the Committee is aware we changed the timing of the presentations the civic groups make annually. We'll go over a summary of the utility funds, the significant capital projects, the proposal for a local gasoline tax, the minimal staffing changes being proposed and then we'll answer any questions or take any comments.

I would like to note that the public hearing for the budget document is scheduled for April 2, 2018 at 6:45 pm.

The City has a history of making prudent financial decisions which has resulted in a very fiscally responsible St. Charles; it's put us in a good place as far as our financial performance and our reserve levels. We are seeing some stressors in our existing revenue streams and our ability to balance the

budget annually. One of the main factors related to these stressors relates to how the State handles its own fiscal crisis and budget. We passed budget in April, 2017, at that time the State did not have a budget in place. Later in July, 2017 the State enacted its FY 17/18 budget. It included some reductions in the revenues that the State shares with municipalities. There are 2 primary reductions that State undertook in July, 2017 that have had a big impact on the City of St. Charles. First is the 10% reduction for FY 17/18 in the income tax revenue stream. The Governor did elude that they are looking to extend that reduction for another fiscal year. The impact of that to St. Charles amounts to approximately \$325,000 - \$350,000 annually depending on how much income tax revenue is taken in by the State.

The second major revenue reduction undertaken by the State is the 2% administrative fee related to certain taxes the State collects on behalf of municipalities. For the City of St. Charles that applies to our home rule sales tax. The impact to the City as it relates to the 2% fee is approximately \$100,000 - \$125,000 on an annual basis. Combined these 2 factors have resulted in a revenue reduction from the State of Illinois in the amount of approximately \$450,000; to put that into context, that's roughly 1% of the revenue stream of the General Fund.

Capital maintenance and capital projects; each year we've had to defer, delay, or cut capital projects out of the budget as part of the budget process; for FY 18/19 that amounts to about \$2.2M. Unfunded mandates have had a big impact primarily related to Capital Projects and the phosphorus standards we have to comply with at the wastewater treatment plant.

The City has taken the stand of freezing its tax levy for the last 9 years. This does have some impact on the revenue streams. We do see inflation taking a bit of our purchasing power each year, which has reduced our purchasing power from \$12M when that freeze was enacted 9 years ago to \$10.5M. When we levy \$12M that is all we collect. Any taxes from growth, new property or property value/appreciation serve to lower the tax rate do not actually increase our revenue.

The good news for the FY 18/19 budget is that it is balanced, operationally we're in good shape, we are proposing a new \$.02 per gallon gasoline tax, we do have some minimal staffing changes proposed, and some utility rate adjustments.

It's important that the Committee and the Public have a good idea of what the scope, size, and scale of what the City's budget is on an annual basis. The City took in \$176M in revenues across all funds, and expended approximately \$159M in revenue. For FY 17/18 we have forecast results showing a large run up in the revenue and financing sources primarily related to the debt we're going to issue related to the Police Station and the bond issue that goes with that. That accounts for the \$10M increase from \$176M to \$186M. As we look at the proposed budget draft for FY 18/19 it looks as though we're out of balance but there's a timing difference occurring with those bond proceeds. We are going to take those in close to the end of FY 17/18 but expect to expend those bond proceeds during FY 18/19. That accounts for the large expenditures in the upcoming year. If you net out the forecast results between those 2 years there is actually a \$2M surplus generated.

General Fund Highlights

- Balanced operations
- Revenue streams continuing their recovery
- Property tax levy remains frozen
- Expenditures continue at historically low levels
- We are getting back to the pre-recession levels of revenue and expenditure within the General

Fund

- We are starting to see starting in FY 18/19 and going forward some additional debt service expense related to some capital projects we have upcoming primary related to the police facility.

As we entered into the Great Recession we did a good job of managing our revenue and expenditure streams. We are projecting for 2018 that we will have a small deficit. Just now at the end of April 30, 2018 are we starting to get back to the pre-recession levels of 10 years ago. We anticipate eclipsing those levels and being above them for the first time at year end April 30, 2109 and are projecting a break even budget.

Each year we project out 3 years beyond the current budgeted fiscal year. We start to see some trends if revenues don't increase that are disturbing in terms of a deficit that would occur in each of these years. However, the City takes steps to make sure we present a balanced budget. These projections are just to show the trends.

I mentioned that we are expecting a small deficit within the General Fund operations for FY 18/19 in the amount of \$242,000, based on revenue of \$43.2M and expenses of \$43.4M. We talked about the impact that the State revenue reductions have had on the City and the General Fund. We talked about a \$450,000 annual impact; if that \$450,000 was not removed we would be seeing revenues of \$43.6M which would be a \$200,000 net income. That is the impact it's had on the City; it's put us from a projected surplus to a projected deficit position.

We are still in good fiscal shape even with this deficit. We still have \$17M - \$18M in our reserve account, that equates to 41% of our annual expenditure level in the General Fund.

We are proposing for FY 18/19 \$45.2M of revenues from other financing sources. We do anticipate about \$45.2M in expense and have a break even budget with a slight surplus of \$700.

We are proposing to utilize a portion of the reserve funds to make a down payment on the police station facility. If so reserve levels will be reduced by \$3M taking us to \$14.8M, well in excess of our 25% minimum threshold for reserves in the General Fund.

About 2/3 of the revenue in the General Fund comes from property taxes and sales taxes. The intergovernmental revenue, that is where our income tax stream is reported, has dropped from 9% to 8% reflecting the reduction from the State of Illinois. We also have hotel tax revenues, franchise fee taxes and revenues, and alcohol tax revenues.

Half of the expenditures within the General Fund, we have about \$42.5M in expenditures budgeted, goes to fund public safety, police and fire activities. Another 16% goes to Public Works, roughly 2/3 of the expenditures in the General Fund go directly to the Police Department, Fire Department and Public Works services. Another \$4.5M funds general government functions, the City Administrators Office, Finance Department, Human Resources, Information Systems, etc. Another 7% goes to fund Community Development, and about 14% goes to inter fund transfers related to capital expenditures or debt service payments.

Funding – Civic Groups

The amounts included in the 18/19 budget:

- The History Center - \$35,000
- The Greater St. Charles Convention and Visitors Bureau - \$503,382
- The Downtown St. Charles Partnership - \$245,000
- The Visitors Cultural Commission - \$90,000

These are proposed amounts, and are tentative until service agreements are approved or the funding requests are formally enacted by the City Council.

Ald. Gaugel: The reserves we were at 41%, and projected at 33%, can that be projected out further if we were to come down closer to our 25% minimum to see what the trend would be? Our reserves are pretty healthy right now compared to what we state we need. I'm sure the revenue projections are still going to be below what are proposed expenditures are, but how much of a difference would that make if we got close to that 25%?

Chris: Are you talking about utilizing our reserves to offset some expenditures?

Ald. Gaugel: Reserves in excess of the 25%.

Chris: If we had the items go the way projected we would be at 5% of the reserve level by 2022. We haven't looked at utilizing reserves to offset operating or capital, if trended out, it would be significantly below.

Ald. Gaugel: My question isn't to get below the 25%, but to include the difference between our 25% required minimum and whatever the surplus is, how would the trend look?

Chris: Yes we could.

Ald. Lewis: Are those percent's similar to last year? Does each department get the same amount?

Chris: Yes. There may be a little bit of shifting a percent or two, but there aren't wholesale changes.

Ald. Bessner: Has there been a time when we've been down to that 25% threshold that you can remember?

Chris: Not in my tenure. In my tenure we've always been above 30%.

Ald. Bessner: Is that what kept us healthy during the recession?

Chris: Not so much in the General Fund, but if you recall the Electric Fund really took a hit as we went through the early part of the recession. We actually were able to borrow some money from the General Fund to subsidize the operations of the Electric Fund. That's all been paid back. Having those reserves was very useful at that time to be able to keep rolling forward with the utilities.

Ald. Bessner: Twenty-five percent, that would put us at approximately \$12M.

Chris: It would be closer to \$11M.

Ald. Lemke: When we say that half the expenditures are public safety, good idea, as the community grows maybe the Community Development Department is involved. I would argue that we should get as much from the new developments as we have been getting from the existing, as opposed to using a gas tax to finance a growing police and fire as it grows with all of us.

Chris: Utility Funds. The believe Committee is aware of the situation/challenges. In 2009 and entering into the period of the great recession there was a significant gap and our revenue streams had not kept pace with our expenditure levels. About 2011/2012 the City Council directed staff to enact a series of small rate increases over time to address the situation. We have had a lot of success reversing that trend. We are to a point where we are posting surpluses as we get into the 2010's and have cut back on some of the rate increases. We are in a break even position.

We have positive reserves in all three utilities. There are some significant Capital Projects proposed mainly with EPA compliance mandates on the wastewater side, also some maintenance projects.

We are undertaking a rate study right now with Burns and McDonald. We anticipate that rate study will be complete during the summer of 2018. We will then be able to evaluate the rate structure moving forward.

The operating revenues that come out of the 3 utilities combined are approximately \$80M. We do have some capital expenditures and we are anticipating the operation of the utilities combined will contribute \$1.2M of surplus next budget year. That would take the reserve level for all 3 utilities from \$13M to approximately \$14M.

We have some rate adjustments/increases, and anticipate those to total 3.1% - 3.2% for FY 18/19. We anticipate those increases would impact the customer about \$82.50 annually.

The recommended rate structures are a bit lower in scope than the prior year. The residential component of the Electric Fund we are expecting a 2% increase in the terms of the cost of our wholesale purchases from IMEA. We are passing that along in terms of the consumption rate. That would take the electric rate to 11.96 ¢ kWh for all months we don't differentiate between summer and winter use. The good news for the residential customer is that the monthly service charge is not changing. This would mark the third year the charge has not increased.

Water utility, all customers are seeing a monthly service charge to \$8.30 and the consumption charge will increase to \$3.60 per thousand gallons. In terms of the wastewater the increase will be approximately 5.65% primarily driven by the EPA assessment charge of \$18.56 and a volume treatment charge of \$5.85 per thousand gallon of sewage.

About three years ago we enacted the EPA assessment to finance projects necessary for compliance with environmental standards. The phosphorus discharge project is currently going on and we propose that the charge would increase to \$1.35 per month, per account, in accordance with the analysis done about 3 years ago. This is an escrow account. The revenues and expenditures for the compliance issues are tracked separately. To date approximately \$202,000 has been collected. There have been no expenditures from this account yet.

Even with the rate structure as proposed I'm proud to announce that the City is maintaining its position as the lowest cost utility service provider in the Tri-City area.

Capital Projects

We have 2 dedicated revenue sources that staff is proposing for capital projects for the FY 18/19 budget:

Video gaming revenue – We have budgeted approximately \$120,000 to use as a funding source capital projects and we did include that for each of the 4 years projected.

Local gasoline tax - \$0.02 per gallon proposed tax sold within city limits effective 11/1/2018. We estimate the local fuel tax would generate approximately \$425,000 annually. Since we're proposing the implementation of this tax halfway through the fiscal year we've included \$212,500 in the budget draft as a revenue source to be used exclusively for capital projects as we go forward.

If this is local gasoline tax concept is acceptable it would not be automatic upon adoption of the budget. Staff would need to prepare an ordinance that would impose the tax and it would have to be brought to a future Government Operations Committee meeting and ultimately the City Council would need to adopt that before the gasoline tax would be implemented and effective within the city limits.

Ald. Gaugel: I do not support the gas tax and based upon some of my informal conversations with some of the other council members I don't know if it has full support. I would like to see it eliminated from the budget going forward. I will not be able to support the budget with the gas tax included and I will not support gas tax when it comes up for discussion with the ordinance.

Ald. Payleitner: I concur. I though the discussion we had was minimal and it's premature to include the gas tax as it applies to a balanced budget. I agree with Ald. Gaugel.

Ald. Lemke: My reading of the same discussion was that there was interest in keeping, in lieu of a gas tax and perhaps that might occur later based on other factors, to say that holding instead of our levy at a flat amount that we should hold the EAV rate steady and allow the EAV to give an increase.

Ald. Turner: Let's keep the increase. I've been saying that for a couple of years on the assessments, before we go with another tax.

Ald. Lewis: I am opposed to this gas tax and I was surprise to see the press release that this was going to be in the budget. I didn't understand how you can vote on a budget including an ordinance that might or might not pass. It is customary to balance a budget based on something that isn't approved.

Chris: It's not unheard of to do it that way. We'll go back and balance the budget if the direction of the Committee is to remove the gas tax.

Ald. Lewis: To me it's backwards, and I hate to see St. Charles go in the direction of putting things in to balance the budget and then write the ordinance afterwards. To me that's the wrong way to go about this. I will not support this gas tax, and if it comes up in an ordinance later I will not support it.

Ald. Silkaitis: I have trouble supporting the gas tax. I didn't know it was going to be in the budget. We had the conversation at the retreat, but I don't remember agreeing to move ahead with it. I have trouble supporting this.

Ald. Stellato: My comment to my colleagues on the Council is then what should we take out of the

budget? We're coming up to some capital improvements, programs we discussed, the Partnership and the History Museum, do those funds start to be cut. At some point we have to make tough decisions and those decisions when we look at the options are cut funding or cut capital projects, or we can put a gas tax in place or raise the levy. Somethings got to give. It's easy to say eliminate the gas tax, if there isn't enough support we don't do it. How do we increase revenue? We have to put a lot of thinking into this.

Ald. Lewis: I agree with what you're saying, but we also have to look at how we can cut spending. We just can't keep raising, we do have to look at where we can cut spending it goes hand in hand.

Ald. Stellato: I'm going to take issue with that because we're not raising and spending more. We've been frozen at \$12M for the last 9 years. I'm not sure where the spending is coming from internally. If there are projects here we're looking at cutting; that I agree with. But trying to tell the staff to live with less; I was on the Council when we first started that 9 years ago, we've frozen that \$12M. It cannot continue to go that way. No other public body has done what we've done. At some point cutting spending might mean cutting projects, cutting funding with some of the people we partner with.

Chris: To remind the Council, we did undertake a process where over 2 years we removed \$5M from the General Fund budget. It was an approximate 11.5% reduction when we went into the Great Recession. That's exactly what you see reflected here. The expenditure level in 2008 of almost \$43M at the end of 2010 it's \$37M. That's exactly \$5M less. There was a big period of time when the City cut spending out of the budget. We are just now getting back to that level of spending.

Ald. Lewis: I think you've done a wonderful job; I'm not saying you didn't do that. I'd like to see us stay prudent and not raise, but we've also raised, did we used to fund some of our utilities out of the General Fund?

Chris: We only subsidized operations as a loan. The utilities have now paid that back. We do not subsidize any of the operations.

Ald. Lewis: But our utilities, as a taxpayer in the community, have gone up. Part of that in the General Fund, is we gave the residents some help out of the General Fund in paying their utility bills.

Chris: For a period of time, we loaned them money essentially out of the General Fund and it was paid back over time.

Chair Bancroft: I really appreciate the history lesson, you and I have talked about this; I've talked to the Mayor. I'm tired of hearing about the Great Recession and what we did back in 2008. It doesn't matter anymore, what matters is right now. Chris just stated that 2/3 of our budget goes to Police, Fire and Public Works. Start talking about cutting. That's where you're going to be. People aren't going to like getting less services, and I would imagine they will have an issue with cutting the other emergency services. I think there is a reality to the fact, for a variety of reasons, a lot of it is the State we live in. We are going to need to develop new revenue sources. We may disagree with gas tax right now; it doesn't appear to have the votes. At the end of the day you have to find it somewhere.

Mayor Rogina: The comment that we didn't know it was coming, you ask staff to present a budget every year, you can vote it up or down, and take anything you want out. I think staff has presented a balance budget every year that any of you have been on the Council. We've run a good fiscal ship for 9 years. I've heard the comment from this Council that we need to ween ourselves off the State, become

more self-reliant. He just told you of \$450,000 being moved out. I like the fact that we're already advancing a theory, thinking ahead, about the possibility of changing the levy. Is a \$0.02 gas tax unusual; Naperville \$0.04, Schaumburg \$0.03, Elgin \$0.04, Batavia \$0.04, Warrenville \$0.04, Plainfield \$0.04, Oswego \$0.04. This is a user tax, if you don't want to use the product you don't have too. I think it was good we put it out on social media, there was no derogatory comment. That's why you have the option to do this now or later. It's out there for discussion. I respect you all; I support this gas tax, but I also respect you enough to know you're against it. We'll figure it out, but as a short-term vehicle, to offset the LGDF and administrative fee. We should all be proud of our fiscal responsibility.

Ald. Turner: Mayor, I think you made a good point when you said this is a short-term fix, the gas tax. Let's make it part of a package. Let the assessments come to us, take advantage of that 3% per year. In my first year we revealed a restaurant tax, that's another user tax. As far as collecting more money on the assessments, that's not our fault that's the market at work. Let's try to package this and figure out how much each of these is going to impact.

Mayor Rogina: I think it give us a couple of things to think about. If you choose to pass the budget with an amendment to take this out, that's fine. It is a tax, but I don't think we're imposing that much on our citizenry given our fiscal responsibility. We left a lot of money on the table that could be used to keep the reserves where we want them.

Ald. Vitek: I don't know that you don't have support. I thought at the retreat, looking at all the options; this was one of the options that would be fiscally responsible. It is short-term, slightly without making a big move that directly impacted residents. We have to do something. We have many community groups here today requesting funding, several capital projects that aren't going away, we may be seeing more. I agree a package deal is good, but this is small move we can make.

Ald. Stellato: The revenue sources right now, besides property tax, which is on the table if we do something with the EAV, the next largest have to do with sales tax. Everybody in this room knows what's happening with sales tax, it's not going up, not the way the economy is going and the way Amazon is working. That number to me is going to shrink over time. We haven't even begun to talk about when that starts to happen and how it will hit our community. I can't say enough about Community and Economic Development getting T.J. Max and the others on the east side. What we're seeing is places like Charlestowne mall being replaced by residential.

I don't want to cut any of the funding to the groups we have. Those groups are very important to us. We've worked on the funding allocations with them over the years. That has to stay in place. Where do we cut? To me, if we could find an alternate solution, I think the only solutions right now are the gas tax, work on the EAV, or something else that I haven't thought of yet. If any of you do let me know.

Ald. Payleitner: When can we start a conversation on the levy?

Chris: The levy for FY 18/19 is already set. That was the levy passed in December and the levy that's currently being finalized by the county. They will send the bills out late April, early May. We can begin the discussion at any time. The soonest we would see an impact would be FY 19/20.

Ald. Payleitner: Would we need to decide yes or no?

Chris: If we are looking at changing the tax levy in some way we would have to have that done prior to our filing of the levy in December, 2018. We would see the results May 1, 2019.

Ald. Payleitner: I think that's the direction we need to go. No other taxing body does that. Also, our CVB money, that's a lot of money that we don't see a return of investment on. We could fund other things with that money. It's a lot of money being thrown away and not knowing what our return on investment is.

I would like to have a further conversation regarding the gas tax, but I say no right now. I would love to entertain a conversation on the levy.

Ald. Lemke: If we were to stop leaving money on the table what would be the amount, and what would be the timing. The problem is that the vehicle population is getting more and more efficient. With that in mind I don't see that a fuel tax is going to grow, as it would if we understood that a greater EAV means less money on the table.

Ald. Silkaitis: There has been talk in several states about getting rid of the gas tax and going to a mileage tax. You would be taxed on how much you drive. The gas tax is going to go down as vehicles are more efficient.

Chris: I think the Mayor eluded to it; it's a revenue source we wouldn't anticipate having a lot of increase.

Ald. Silkaitis: We do need to do something. I don't think the gas tax, in my opinion, is the answer.

Ald. Lemke: It would help us by comparison to know what we're anticipating from the gas tax. We have 2 options that have been discussed. What are the dollar and the timing of each?

Ald. Bessner: After taking a look at possibly cutting some of these if needed. I there a number you can come back with of what would be needed over the next 3-4 years. You're telling us you need \$450,000 because of the State. If we know after we we've done all we could, and we have a number, it might help to figure out how to best get there. Not just for one year, but several.

Ald. Lewis: You want to have this start in November, 2018, is that correct?

Chris: Yes.

Ald. Lewis: The shortage we're looking at for this year is \$215,000.

Chris: If gas tax is not approved we would need account for \$212,000.

Ald. Lewis: You wouldn't have to do it all in one place.

Chris: That's correct. Right now we do have the proposal and the revenue the gas tax would generate all contained in the Capital Projects Fund. There might be some ways to make it work.

Ald. Lewis: I'm with Ald. Bessner. I'd like to see that for this year. Next year we can do something more permanent.

Mark: A question in terms of direction. Chris and I both have a sense of the gas tax; it's not an element you want to include in the budget. We can bring back a proposal cutting \$212,000. The

question I want to understand, clearly, is do we want to talk about the gas tax in the future? What's the value we want to try and create in terms of revenue and look at that in terms of property tax increase, going back to the levy, in conjunction with a gas tax or only the property tax.

There was an indication from the Council that both should be considered.

Ald. Payleitner: Ald. Stellato mentioned the decrease in sales tax because of online sales. Do we not collect sales tax from online sales?

Chris: Only if the retailer has a physical presence in Illinois.

Chris continued with the budget presentation.

Chris: The significant capital improvements, several of them, the main one being the police facility construction. I would also like to draw your attention to the fact that there is funding included for the following:

- Rehab of George's Sports
- 1st Street Phase III Streetscape Improvement
- Replace Streetlights with LED Fixtures
- Initial Design Work for the Active River Project
- Storm sewer work related to Renaux Manor
- Investment in Security Technology
- Roadway Improvements and Preventative Maintenance
- Aging Condition of Utilities at Valley Shopping Center
- Increase Capacity of Wastewater Treatment Plant.
- Scada System Enhancement
- Campton Hills Road Water Tower Painting

All these projects are being funded by utility revenue stream and would not candidates to be funded by a gas tax, sales tax, or general fund revenue.

Deferred/Cut Capital Projects

We removed about \$2.2 M from the budget this year. Primarily related to the 7th Avenue Creek project, additional land acquisition, and we scaled back on a culvert replacement project. We removed roof repairs to the IDOT facility, deferred a bike path plan study and reduced the scale and scope of the sump line replacement program, sidewalk repairs and the gap replacement program for sidewalks.

In terms of staffing, it's consistent with FY 17/18 budget, we've got approximately 270 Full-time equivalent positions budgeted, not including crossing guards and personnel related to the emergency management agency. We have proposed one new full-time equivalent position, a lineman position that would be paid for from the electric revenue stream.

Staffing cost 62% of the general fund expenditures. That's not unusual for a service oriented organization such as ours. That funding level is actually down about 2%. It is in line with the three prior fiscal years.

In conclusion improving economic conditions have allowed the City to continue to thrive. Operations

are structurally sound. We've had slow and steady utility rate adjustments, however we do continue to see increased pressure, and key among those forces will be how the State is going to deal with its fiscal crisis and its budget initiatives.

We'll continue to see increased pressure from infrastructure and capital needs, in terms of what's related to wastewater. Continued Vigilance is essential to maintaining our sound financial performance and our financial history.

Vanessa Bell-Lasota: 1610 Howard. I may not have seen it; is the study of the water and the aging infrastructure included in this budget? It's still not done so we don't have a productive plan?

Chris: We do not at this point. Do we have a projected time for that?

Peter: The conclusion of the study will be in the Fall.

Steve Gibson: 243 Valley View Drive. I'm in front of you tonight as the Vice President of the St. Charles History Museum. We made our presentation back in January for our funding. I believe that night you almost took action, but decided to table. We're asking for the chance to get that action taken. We'd like to appear at the next meeting to have additional discussion.

Ald. Bessner: Is there a way to set the date now?

Mark: Contracts will be coming back for all external agency funding in April at the Government Operations Committee meeting. That would be the time to have that conversation. Contract would be for terms of the agreement as well as cost.

Ald. Payleitner: Is that for all of them Mark?

Mark: Correct.

Motion by Ald. Lemke, second by Stellato to move into Executive Session to discuss Land Acquisition under Property Acquisition and Collective Bargaining at 7:46 pm

9. 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)

Motion by Ald. Stellato, second by Lemke to come out of executive session 9:01 pm.

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

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

11. Adjournment

Motion by Ald. Lemke, second by Silkaitis to adjourn the meeting at 9:02 p.m.

**MINUTES
CITY OF ST. CHARLES, IL
PLANNING AND DEVELOPMENT COMMITTEE
MONDAY, MARCH 12, 2018 7:00 P.M.**

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

Members Absent: Stellato

Others Present: Mayor Raymond Rogina; Mark Koenen, City Administrator; Rita Tungare, Director of Community & Economic Development; Russell Colby, Community Development Division Manager; Ellen Johnson, City Planner; Matthew O'Rourke, Economic Development Division Manager; Bob Vann, Building & Code Enforcement Manager; Fire Chief Schelstreet, Asst. Chief Christensen

1. CALL TO ORDER

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

2. ROLL CALLED

Roll was called:

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

Absent: Stellato

3. COMMUNITY & ECONOMIC DEVELOPMENT

- a. Plan Commission recommendation to remove a Special Use for PUD and approve a Preliminary Plat of Subdivision for Cityview Subdivision.

Ms. Johnson said a PUD was approved for the site in 2016 which involved a 7 lot single family subdivision and extension of Keller Place, that project did not move forward. John Henry Builder Developer has now requested removal of the PUD and is proposing to subdivide the property into 4 lots meeting the requirements of the underlying RT-2 zoning districts. The lots will front Mosedale and a detention basin will be placed at the northeast corner. Plan Commission held a public hearing and recommended approval subject to resolution.

Aldr. Payleitner asked what the homes would look like and what the price point would be. Ms. Johnson said the building elevations are not required to be submitted for plats of subdivision, so the elevations themselves will be reviewed at the time of building permit.

John Czebrinski-John Henry Builder Developer-said he'd like to do 4 ranch homes with a price range in the mid to upper \$500,000s; all homes will have walkouts and 2 car garages. He said there was some concern with the elevations with the rear of the homes so he is going to take more care in the design as he gets into the process. He did meet with Mr. Andersen who was concerned about the wall near his home, which will be diminished to virtually nothing and meet his grades to clean it up. The walks going up to the front doors will work down toward Rt. 31 so you'll have retaining walls on all the walks, most of them being 2-3ft. He noted that he was also building the homes on Cutler St., and these would be the same type of profile with 2 bedrooms, but if someone wanted to they could finish the basement and add a bath. They tried to keep the footprint as small as they can to offer a master with a nice kitchen, no living room and no dining room; they'd be big dinettes looking out. Aldr. Lewis said she really likes it, it's just what these neighborhoods need and she likes the ones on Cutler.

Aldr. Lemke asked if they'd be full basements. Mr. Czebrinski said yes, people don't do crawlspaces anymore, they are also looking into composite material for the decks to help the views off the back, it'll be a walkout right from the lower level.

Aldr. Silkaitis asked about Keller Place. Ms. Johnson said its right-of-way north of the site, the previous development that was approved contemplated the street extending through the site to use as public right-of-way, but now Keller Place only serves access to the property to the north. Public Works has stated interested in vacating that right-of-way since it doesn't really serve a purpose; the developer has indicated that if the city were to vacate it he may be interested in acquiring some of that land. Per state statute the right-of-way would be split in 2 and split between the adjacent property owners, if they're agreeable. That is under discussion.

Chairman Bessner asked for the homes square footage. Mr. Czebrinski said about 2,300 sq. ft.

Aldr. Turner made a motion to remove a Special Use for PUD and approve a Preliminary Plat of Subdivision for Cityview Subdivision. Seconded by Aldr. Silkaitis. Approved unanimously by voice vote. Motion Carried 8-0.

- b. Recommendation to Approve a Corridor Improvement Agreement for 423 S. Second Street (Ryan Corcoran - Corcoran Commercial Real Estate).

Mr. O'Rourke said this is the old Fox Title building at Prairie St. and Rt. 31; they plan to renovate that building into their office for their brokerage; the grant they've applied for is for some landscaping materials visible from both Prairie and Rt. 31 to soften the view and break up some of the asphalt in the parking lot. The amount they're proposing is \$18,100; the city's share at a 50/50 match would be \$9,050. Corridor Commission reviewed the proposal on 3/17/18 and recommended approval.

Aldr. Turner made a motion to approve a Corridor Improvement Agreement for 423 S. Second Street (Ryan Corcoran - Corcoran Commercial Real Estate). Seconded by Aldr. Vitek.

Aldr. Payleitner said she has concerns in funding all sides of this building, when only 1 side is actually on Rt. 31 which is the corridor. She is hoping that staff is out there making people on the east side aware of the money available; she'd rather not be spending it on stuff we don't need

to be spending it on. She doesn't mind offering Corcoran money to redo the front, but she's not sure about the rest of it. Mr. O'Rourke said Corridor Commission discussed that and the program reads that anything between the right-of-way and the front of the building; in this case there's that "L" shape in the building and you can see all that screening wall from Rt. 31, they considered that part of the visible extension of that setback in front of the building. To be clear they are only paying for the landscaping and the walls that are visible from Rt. 31 and Prairie, both would meet the guidelines of the program, they're not paying for the pergola structure or paving. Aldr. Payleitner said it says rear patio area; where is that. Mr. O'Rourke said there were some 3D renderings submitted and they are paying for the boxes that create a screening wall to the patio, they are also assisting with some asphalt removal. In the estimate it does say rear patio area, but the Commission specifically agreed to the boxes, plants and some brick column work; all things that can be seen from the right-of-way. Aldr. Payleitner said she doesn't doubt we should do it, she just doesn't think it falls in the purview of the corridor, doing the sides and the back. Ms. Tungare suggested staff gather more information to be sure it meets the criteria. Aldr. Payleitner said she would like that if it's okay with Chairman Bessner. Aldr. Lewis said she agreed; it's a good idea to send it back to be reevaluated because she can think of other buildings where you can see both fronts and sides from approaches and we need to be careful here that we stay within the ordinance. She said if we'd like to change that we can amend it and change the ordinance.

Aldr. Turner amended his original motion to postpone this item to the next Planning & Development meeting on April 9, 2018. Seconded by Aldr. Vitek. Approved unanimously by voice vote. Motion Carried 8-0.

Applicant-Ryan Corcoran arrived late; Chairman Bessner updated him on the reasoning for the item being postponed until the April Planning & Development Committee meeting.

- c. Plan Commission recommendation to approve a Preliminary Plan for First Street Building #3 Streetscape and Riverwalk Design.

Mr. Colby said final plans have been drawn for the Riverwalk and streetscape improvements to be installed around First St. building #3. These plans have been revised based on comments received from Plan Commission and Committee last October. In terms of changes, the planter bed and paver brick layout has been refined to have a more consistent shape and to also increase the size of the planters at the south corner of the building. Staff is currently reviewing these final plans and the developer is working on obtaining a cost estimate to install these improvements, and all of this will be finalized when the plan is presented to Council for approval; but the goal is to work within the amount that's budgeted in the redevelopment agreement. Plan Commission recommended approval 8-0 with a few comments on increasing the number of trees, shrubs and number of landscape beds; staff is working on some updates to the plan to incorporate those changes. When this was discussed back in October, both Plan Commission and Committee recommended conducting an engineering analysis of a potential pedestrian crossing of Illinois St., which would connect this section of Riverwalk to the Bob Leonard walk to the south. WBK analyzed the crossing and they found there's adequate site distance but not adequate gaps in the traffic for there to be a safe crossing without other measures being taken, such as signage, lights or refuge island, so it requires further analysis to determine the most appropriate way to create a safe crossing. Staff is seeking a recommendation tonight on the Riverwalk and streetscape plan, as well as direction from committee whether they'd like to continue to study the pedestrian

crossing. It's not something that could be installed with this plan based on the timing for the project, but maybe something that could be part of a future project for improvements to Illinois St. in the next coming year or two.

Aldr. Lewis asked if we could have less plantings but maybe ones of greater size. Mr. Colby said one of the comments from Plan Commission was that the plan shows quite a few perennials for the beds and these beds are large enough to fit trees or taller ornamental shrubs; which might be better scaled to the building. Plan Commission also said they like to see more shrubs or some evergreens to have more shape during the winter; so we will be looking into that to have more substance there, rather than the flat perennials. Aldr. Lewis said that's a pretty big building and if it's in the budget she's in favor of larger plantings. Mr. Colby said there is opportunity to do so.

Aldr. Payleitner said she doesn't remember the stairwell shown. Mr. Colby said that is a location for the future stairwell down to the lower Riverwalk that will continue to the north, that location is there because the river walls constructed previously identify that location for the stairs. For this portion of the project we are constructing the improvements around that stairwell, but the actual stairwell wouldn't be constructed until we design what will occur at the lower level. Aldr. Payleitner said she thought the lower level would somehow continue out around that building. Mr. Colby said at the corner of the building the lower Riverwalk and the wall curve all the way in and intersects into the wall, so there is a breakpoint there where you can't walk any further to the south. Aldr. Payleitner said why bother with the crossing if it's not going anywhere. Mr. Colby said this is just the first phase, these improvements will continue to the north to connect to the east plaza to have the ability to keep walking along the upper wall to the east plaza and First St., or continue down these stairs and along the lower level. Aldr. Payleitner said if you're on a bike or have limited mobility, it limits you; you can't take the stairs. She's very disappointed that it's not connecting the walk that's in front of the Brownstones. Mr. Colby said there will be a connection with an ADA ramp further to the north where there's additional room where the plaza will intersect the river walk, depending on how the plaza is designed it may be sloped down or there may be stairs; it hasn't been determined. But at this location it's a fixed narrow access point where only stairs can be accommodated; we have to work around the river wall that was already installed with the earlier phase of the project. Aldr. Payleitner said she likes the river wall, she just thought the walkway would continue; why bother with the crossing if it doesn't go anywhere. Aldr. Lewis asked a ramp was needed to be wheelchair accessible. Mr. Colby said there will be a ramp further to the north in the next phase of the project, all that's being done here is the area around the stairs to stabilize the surface, you have to provide access to the building, but the actual stairs will not be constructed now because the access to the lower area will not be open until the later phase. Aldr. Payleitner said but you won't be able to get to Illinois to the Plaza. Mr. Colby said you will, along the upper Riverwalk; it will connect from Illinois to First St. at the Plaza, all at one level, if you took the stairs down you'd be at a lower level and you could continue on that level to connect back up, or you can stay on the upper level and continue at one surface level from Illinois to First St. You will be able to get from Illinois to the Plaza on one level. Ms. Tungare said there are certain structured elements that were already committed from 2006, so we are working around those as well as defined areas, such as the location of the stairs and the parameters of the upper river wall.

Aldr. Turner made a motion to approve a Preliminary Plan for First Street Building #3 Streetscape and Riverwalk Design. Seconded by Aldr. Bancroft. Approved unanimously by voice vote. Motion Carried 8-0

Mr. Colby asked Committee for some direction as to whether staff should continue to pursue the Illinois crossing or not.

Aldr. Lemke said you don't have very far to walk to a lighted intersection, especially with the engineering study stating it's a tough place to get a platooning of traffic and gaps. He'd be concerned now and he thinks it's a matter of if we find a lot of foot traffic there with some conflict with the street traffic; that could then be pursued later. **Committee agreed that it could be looked at later.**

- d. Plan Commission recommendation to approve a Plat of Vacation and Final Plat of Subdivision for First Street Building #2.

Mr. Colby said these two plat document would modify the shape of the First St. Building #2 lot in order to follow the building plans that were approved in November 2017. A small section of the street would be incorporated into the building lot and a small section of the building lot would be made part of the street. The plats were drawn based on final architectural plans submitted for building permit review and Plan Commission recommended approval of the subdivision plat.

Aldr. Bancroft made a motion to approve a Plat of Vacation and Final Plat of Subdivision for First Street Building #2. Seconded by Aldr. Gaugel. Approved unanimously by voice vote. Motion Carried 8-0

- e. Discussion regarding amendments to the Zoning Ordinance, Chapter 17.28 "Signs".

Mr. Colby said the sign code was last significantly updated in 2006 and over the past few months staff has identified certain issues with the code that may warrant a more significant update since adopted. The regulation of temporary signs is limited, only certain types are regulated, and this has created difficulties regulating signs that don't fall under defined categories within the ordinance. Secondly, there was recent Supreme Court ruling regarding regulation of content on signs; historically the content displayed on signs has been considered protected under the First Amendment of the U.S. Constitution, which places limits on the regulation of sign content allowable under a sign code. Recently the court found that classifying signs by type, based on what's displayed on the sign, and is a regulation of content which may violate the First Amendment. It was also ruled that setting different sign standards for different types of land uses or businesses could be considered a content-based regulation. Staff has identified issues where our sign code may not be in compliance with these recent rulings and in order to address these staff proposes to modify the sign code with the following goals:

- Regulate all temporary signs with standards for size, number and placement; regardless of what's displayed on the sign.
- Eliminate any sign regulation by category where we refer to the function of the sign, ex. Garage sale signs.
- Eliminate references to certain types of businesses or land uses in the code; the Supreme Court found this may be unconstitutional.

- Changes to some of the terminology in order to comply with the Supreme Court ruling; essentially keeping the existing regulations for permanent signs in terms of size, setbacks and height.
- Clean up and simplify the code wherever possible, since we will not identify signs by type, we can simplify definitions; since the types of signs wouldn't be as detailed, it would make the regulations simpler.

Staff is looking for direction to file a General Amendment application which would go through the normal review process with a public hearing before Plan Commission with a recommendation, before coming back to Committee; if the Committee has an interest in amending the code for those issues.

Aldr. Lewis said she has interest and thinks this will talk to those businesses that put up a banner and leave it there for 2 years; would those be considered a temporary sign. Mr. Colby said yes, any type of temporary sign, depending on how the ordinance is structured, could fall under the same parameters. We aren't necessarily proposing to change the time limits, but that could be adjusted if there's an interest in doing so. Aldr. Lewis said yes, time limits, and she'd also like to see it enforced, otherwise nothing is solved. Chairman Bessner asked the time limit for a temporary sign. Mr. Vann said there are different types of temporary signs; for sale or rent signs are regulated differently timewise, those can stay up until the space is rented or sold. Temporary signs are up for 14 days and they get 3 or 4 times per year to re-up those.

Aldr. Vitek thinks it's a good idea to clean up some of the language to make it more user friendly; even to those who are just reviewing it.

Aldr. Payleitner asked what other types of temporary signs there are out there. Mr. Colby said there are temporary signs posted that don't necessarily fall under a category, such as a high school graduation sign, so it isn't specifically regulated now. The Supreme Court states that codes shouldn't be defining the regulations by category anyway. Aldr. Payleitner asked if there is any wording about the condition of signs. Mr. Colby said there could be regulations that address maintaining a sign at a certain condition; it would be difficult to do, but we'd have to define what characteristic would define a deteriorated sign; but there might be a way to do it.

Aldr. Payleitner asked how many "for sale/for rent" signs per property; that's probably more the issue. Mr. Colby said that could be regulated.

Committee agreed they were in support of Staff moving forward with the general amendment application.

4. FINANCE DEPARTMENT

- a. Recommendation of Funding Amount of the Greater St. Charles Convention and Visitor's Bureau (GSCCVB) Funding Request of \$503,382 for Fiscal Year 2018/2019.

Mr. Koenen said Tom Donahue-President and interim Director DeAnn Wagner for the CVB were present that evening to go over the details for the proposed budget for Fiscal Year 2019. The presentation tonight will address goals from last year as well as goals for this year. The CVB is in a transition right now looking to stabilize their organization, their past director

resigned and are fortunate that a prior CVB employee came back to stabilize the group. At the end of the presentation and after any questions we'd like to think there'd be a positive recommendation to take this to City Council for approval for the next fiscal year.

Tom Donahue thanked the committee for the additional time to prepare their presentation; he then showed a PowerPoint presentation on behalf of the Greater St. Charles Convention and Visitor's Bureau which covered the following topics:

- Funding Request-Fiscal Year 2019 (\$503,382) down slightly from 2018 (\$256,500). Current space we rent will finish up in January 2019-eliminating the remaining months of that fiscal year.
- Who we are and what we do-Mission is to enhance the economic impact to our community through increased tourism, spending and hotel guest room utilization. We will achieve that by marketing to tourists, soliciting to visit, stay and spend in the destination, prospecting for sales opportunities and leads, serving as a conduit for tourism leads to hotel partners to respond to RFPs, cooperating with tourism colleagues and fellow CVBs and competing against other Illinois CVBs.
 - Room nights generated and booked had a nice bump up in 2017 and is currently doing quite well.
 - Leads generated and booked are trending down from 2017 and we're not happy with that, but it's still doing quite well.
 - Visitstcharles.com Unique Visitors 2017 was down so we rebranded but 2018 has a nice bump up and we're looking to redesign our website as well.
 - Scarecrow Fest.com is trending in the right direction.
- Fiscal Year 2019 Marketing/Communication Plan-the rebrand highlights our rich history and architecture within the community while using the phrase "actively authentic" to tell stories about the people, businesses and community and convey those through various electronic devices. The 5 steps to their plan:
 - - 1. Set goals
 - Boosting visitor volume through digital marketing. The ability was not there in the past, we're a little behind on this, but will be much better with rebranding and the new website in 2019.
 - Drive more volume to meetings, conventions, sports and training facilities.
 - 2. Diversify Income Base
 - Future plans to implement partner programs. He feels the Downtown Partnership has been very successful in finding sponsorship, raising money and awareness; we plan to work with them in the future.
 - 3. Define Core Audiences/Targets
 - Leisure, Meeting, Training, Conventions, Weddings and Sporting events- No business is bad business.
 - 4. Establish Geo-Targets
 - Push the envelope to get information out to people in surrounding drivable states that may flow through our area.

- 5. Highlight Strengths
 - Arts & Hands-on Experiences, Outdoor Rec. Museums & Historic Places
 - Entertainment Venues
 - Festivals & Events
 - Unique dining
 - Sports Marketing
 - Meetings & Corporate Events
 - Group Tours

Future focuses include spending advertising dollars on: Google Ads, Facebook newsfeed Ads, Social Media posts and Print and online strategy.

Mr. Donahue shared some slides covering the State of Illinois Tourism and Chicagoland local hotel trends over the state of Illinois.

- Operating results
 - Pros:
 - The CVB introduced a new brand that was long overdue, it was well done and we're starting to get traction that will sever the ties of some of the drop off.
 - 2017 Scarecrow fest was very successful; we're always tweaking it to remove any friction with the local community or businesses.
 - Cons:
 - Inability to execute multiple strategies, we have a lot do with a small staff, it takes a lot of effort but we have to do a better job.
 - Staff turnover can be good, but not when there's multiple people leaving for a variety of reasons; this also certainly slow things down.
 - Slow response to implement new sales database which then caused us to struggle a bit to see our results. We now have the software up and running and is the same program being run by many CVB's across the county; going forward we will have better reports and information to share.
 - Year-over-year sales results were lower than we wanted them to be; we have to do better as far as prospecting calls, site tours, room nights and leads generated.
- Future Priorities:
 - Attending shows and conferences most likely to attract target audiences with viable leads.
 - Enhancing sales team accountability and results tracked through new sales database.
 - Collaborating with hoteliers to hold quarterly meetings; advance and close shared leads, showcase the community.
 - Continuing to market the destination.
 - Developing and implementing new website in 2019.
 - Enhancing partnership with IL Office of Tourism.
 - Diversifying income sources and identifying future funding models.

- DSCP / GSCCVB
 - Leveraging combined talents and resources to drive additional value.
 - Shared Common Mission: Drive economic growth to make the St. Charles community a destination where people, businesses and tourism thrive.
 - “St. Charles first” mentality.
 - Greater efficiency and effectiveness via coordination and collaboration.
 - Enhancing communication with City personnel, businesses, organizations and the community.
 - Increasing value for our constituents, community and state tourism partners.

Aldr. Turner said he feels they did a great job considering the situation over the past year, he’s very, very pleased with the CVB working with the Partnership to have 1 common mission and he thanked them for driving that home and for continuing to do so. Mr. Donahue said he appreciates that; he believes it’s the right answer.

Aldr. Lewis said it was a really good presentation and she appreciates the humility in presenting to Committee with some of the things that they haven’t been able to do, we don’t usually hear that; she appreciates the forthrightness. She asked who “we” is during his presentation. Mr. Donahue said our board as well as our small staff, who cannot do everything. When he realized we didn’t have an executive director he did a matrix of all board members and their talents, he assigned them all with their willingness to take those assignments. He told DeAnn when he brought her that we need to accomplish our goals and objectives and the board is going to help us; they’re not off the hook just because DeAnn is here now. The board has to become more active and accountable.

Aldr. Payleitner said she very much appreciates the transparency. In speaking of the leverage and the 2 organizations coming together to share a goal; when will we see that subsequent economy of scale, because both are asking for money. Mr. Donahue said at the point of the initial conversation between the 2 groups we spent a lot of time before the holidays just trying to understand each other’s missions and more about one another, we came to the conclusion that the Chamber may not be in the position we are right now, but the Partnership and the CVB think we are in a great position to leverage this stuff and he feels there’s tremendous opportunity there. Right now we just have to work on some of the legalities because you have to have separate organizations to get our funding from the state. Aldr. Payleitner asked if the funds would be better spent giving us something in St. Charles to sell it with, instead of looking for stuff; give them a reason to come as in tourism, or book your meeting here because we offer this. Sometimes she feels the money we give organization could be better spent on project or attractions to draw people here. Mr. Donahue said the city has extraordinary things going on over the last 10 years and the more those move forward, the more he can tell those visiting the Q Center to visit downtown. Since the economic downturn in 2009 everybody pulled back, but economy has picked up, and in the last 5 years we (Q Center) have tripled our marketing and sales. The competition out there: Chicago, Rosemont and Schaumburg have done things with some of the laws that give them even more funding; he can either cry about it or he can convince

the owner that we need to spend more money to continue to get the word out there. Regardless of the funding going forward it's imperative for us to continue to have the CVB, or some type of organization in the future to talk about St. Charles on a regular basis; to the people we need to talk to. Aldr. Payleitner said that's particularly true with our sports offerings, which is a big draw and is word of mouth; she understands that part of it. She asked about the mention of sponsorship and what that meant because she was alarmed by it. Mr. Donahue said it just came up in talking about different funding models, there not sure yet, but he thinks they need to listen and talk to more people to figure it out. Aldr. Payleitner said she worries that our businesses get hit up a lot for sponsorship, but if it's to their advantage in advertisement then that's okay; it's about value.

Aldr. Lemke said he thinks we're dealing with the Chicago Metro area or 3-4 county areas with oversupply of hotel rooms, he wondered how that's working in this market and if there are occupancy issues, or are there places where we're reducing our bed count or availability. He asks because after the parade on Saturday he went to Pheasant Run and 1 of the wings was half dark, however Pheasant Run itself was doing very well. He wondered what their room availability is. Mr. Donahue said it wouldn't be fair for him to speak about them (Pheasant Run), but their general manager is on the CVB board and they have a different business than the Q Center, Pheasant Run does more than group business.

Aldr. Gaugel said it was a very good, thorough presentation, but the one thing that became clear to him over the last couple years is the responses to RFP's; we need an organization to respond in a professional matter to get those groups and events to come through here. To Aldr. Payleitners point, something like having the active river corridor alone doesn't promote St. Charles, and while some of us are familiar with it, taking the \$500,000 to invest it into attractions to attract those that don't know anything about it. The fact that they are here speaks volumes to the community but it doesn't orient somebody who is unfamiliar with our area to those attractions. He thinks this group and the value of having a professional organization respond to these RFP's really does drive how we're viewed and our ability to attract new people to this area year after year. Aldr. Payleitner suggested maybe giving it to the hotels themselves to market what they offer, maybe the smaller hotels dwell more on sporting tournaments; but they have their own organizations within their corporations to sell themselves. Aldr. Gaugel said it's a valid point and something to potentially look at but he thinks it would vary greatly from organization to organization. Everybody's perception of how they're selling St. Charles is different and he doesn't think we'd get the same bang for the buck for each individual dollar as if we were to distribute it; however it's a valid point. Aldr. Payleitner said we'd have to figure out the how, but she feels nobody could see the Q Center quite like the Q Center. Aldr. Gaugel said with that said he feels the vehicle we have established now is an excellent option that has proved over the last few years to significantly benefit.

Aldr. Payleitner said last year the presentation included the "total rooms booked" by the CVB which cost us almost \$70 or more; in her head she thinks maybe that money could be better spent.

Aldr. Vitek said she thinks there's a consistency in the message and the brand that this group can bring that the individual hotel chains may not bring. In general the value of a group like this the message goes out to attract large and small groups with the consistency of the brand and message. When the active river project happens what better group than this one to be able to sell it consistently in a broader way. Aldr. Payleitner said she sees that she just wonders about the \$500,000 price tag. Mr. Donahue said there are 12 hotels in the community; every hotelier is left to their own devices to promote their hotel only. This is an opportunity that you've given the CVB to tell the story of St. Charles and everything in the community; you can reduce it and the message may thin but we cannot afford that.

Aldr. Lemke said when he books a convention he goes to the hotel that responds to the RFP, but that doesn't mean he only had guests stay at that hotel, there were others around it, as well as substantial bus trips, 30-40 miles away. As well as substantial restaurants, not always at the hotels, sometimes across the river or an evening even at an adjacent facility. All very well received but you had to have somebody to coordinate it, which is what we bring together in a CVB. Mr. Donahue said that experience is what every CVB should be doing. Aldr. Payleitner said she has a sports experience that is not the same.

Aldr. Payleitner said the "total room nights" of 4,622; did we get \$113 per room night economic benefit as a city out of that, because that's what it cost us. Aldr. Lemke said he and his visitors spend a lot more than just the hotel night in town because there was a quick response and a number of places to visit; easily spent more than \$113 per guest. Aldr. Payleitner said that seems high to her, for this area.

Mr. Koenen said the CVB, as an animal, is very common to our nation. In the Chicago land area we have ½ a dozen of them, sometimes it's very hard to put a finger on the value of them which he thinks we are struggling with here, but he thinks every year we are getting better at defining that. It is something that is recognized in the tourism industry and he feels we only realize their value if they're not doing their job, and as Mr. Donahue stated tonight "we're doing a pretty good job, but we have goals to do better". That's what we need to strive for along with working with the Partnership, will only make us a more efficient organization to improve that return on investment we are making today.

Aldr. Lewis asked if we are still reducing requests by 10%. Mr. Koenen said from last year its down about \$25,000, that accommodates what they had in the current fiscal year, they reduced it by \$25,000 because their rent payments will be over as of February, 2019; they're still using that 90% value and then lowered on top of that. Mr. Donahue added that they've also had a reduction in the state grant from \$240,000 to \$220,000.

Mayor Rogina said he found great value from the conversation that took place before the holiday. They've been low keyed because they wanted it that way, there was a lot to work out as Mr. Donahue suggested. The leadership of the 2 organizations is impressive in how they've come together and spoken very frankly to find efficiency, and he believes they are talking on a

regular basis. He talked to parties from both, it's definitely a change but he's confident it will continue to evolve with 2 very professional board presidents.

Aldr. Payleitner said if she were to vote no, it has nothing to do with the professionalism, she's very impressed, and this report and presentation, even though a scramble, was the best yet. She just doesn't see the economies of scale in the rate of return for our tax dollars.

Aldr. Lemke said if there were several groups creating visitor brochures and disconnected websites he doesn't think we'd have the same economies of scale, the group push and the coordination that's needed to bring large groups here for a variety of events all year. He thinks we want 1 consistent visitor's bureau brochure and website to have that consistence and coordinated those in the course of the year. Aldr. Payleitner said she's not voting for the abolishment of the CVB, she just feels they have a role.

Aldr. Lewis said this is different than prior years, we've never voted on the dollar amount that we'd give to these organizations, until we voted on the budget. Now these organizations are coming in front of us and we're voting independently as to what to put in the budget. She's not sure we should even take a vote, she think the budget gets put together and it's then presented, then we vote on the budget like we've always done. She's not sure why we're taking these votes before. Aldr. Payleitner said she thinks it's so they know what they have, moving forward.

Aldr. Lewis said this was discussed at the retreat; so basically we're having that discussion now, with them here.

Mr. Koenen said he's somewhat confounded with this conversation, the reason we brought it here tonight was to have an advanced conversation about the requests from outside agencies before the budget was approved. There is a contract we will enter into with the CVB, as far as performance, and what the budget amount is and how the money is doled up throughout the year. We've always had that conversation and presented that contract to the Council after the budget was approved; this year presentations are being done earlier than we ever did them in the past. If Council likes what they've heard tonight we'd like a nod to have us proceed with going forth with the budget pursuant to the request that the CVB has asked for, which will then be in the budget accordingly. We will then come back with a contract for Council's formal presentation, as we do for any contract for any work that's included in the budget.

Aldr. Payleitner asked what we are approving. Mr. Koenen said to put that value (\$503,382) in the budget, the contract will then come back at a later date, likely in May, to pursue the approval. We are not writing any checks tonight.

Aldr. Turner made a motion to approve a Recommendation of Funding Amount of the Greater St. Charles Convention and Visitor's Bureau (GSCCVB) Funding Request of \$503,382 for Fiscal Year 2018/2019. Seconded by Aldr. Vitek.

Roll was called:

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

Absent: Stellato

Recused:

Nays: Payleitner

Motion carried 7-1

5. ADDITIONAL BUSINESS

6. EXECUTIVE SESSION

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

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

Mayor Rogina stated that we're working toward a new and improved economic scale, at this point we're still trying to construct things, but approval will be needed down the line.

Aldr. Turner said in his experience in business it takes 2-3 years to wheel through, that's when you'll see your savings.

- 8. ADJOURNMENT- Aldr. Payleitner made a motion to adjourn at 8:30 pm. Seconded by Aldr. Turner. Approved unanimously by voice vote. Motion Carried 8-0.**

**MINUTES
CITY OF ST. CHARLES, IL
GOVERNMENT SERVICES COMMITTEE MEETING
MONDAY, FEBRUARY 26, 2018, 7:00 P.M.**

Members Present: Chairman Payleitner, Aldr. Stellato, Aldr. Silkaitis, Aldr. Turner, Aldr. Gaugel, Aldr. Vitek, Aldr. Bessner, Aldr. Lewis

Members Absent: Aldr. Lemke, Aldr. Bancroft

Others Present: Peter Suhr, Director of Public Works; Chris Adesso, Asst. Director of Public Works - Operations; Karen Young, Asst. Director of Public Works – Engineering; AJ Reineking, Public Works Manager; Mike Shortall, Inventory Control Division Manager; Jim Keegan, Police Chief; Joe Schelstreet, Fire Chief; Chris Minick, Director of Finance

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

2. Roll Call

K. Dobbs:

Stellato: Present

Silkaitis: Present

Payleitner: Present

Lemke: Absent

Turner: Present

Bancroft: Absent

Gaugel: Present

Vitek: Present

Bessner: Present

Lewis: Present

3.a. Electric Reliability Report – Information only.

3.b. Active River Project Update – Information only.

3.c. Tree Commission Minutes – Information only.

3.d. Phosphorus Removal and Digester Improvements Project Update – Information only.

4.a. Recommendation to approve a Resolution for the Contract and Lease Agreement with A.I.D. (Association for Individual Development).

Police Chief Keegan presented. This is the third year we have partnered with A.I.D. to provide social services for the Police Department. The contract and lease has two components, the first of which calls for a social worker to be assigned to our Police Department for 20 hours per week, the other component is a 24/7 on call operation anytime a victim is in need of services or intervention is needed.

No further discussion.

Motioned by Aldr. Turner, seconded by Aldr. Stellato. Approved unanimously by voice vote. **Motion carried**

4.b. Walk to End Alzheimer’s – Information only.

Police Chief Keegan presented. This is an annual item and nothing has changed. I’m happy to answer any questions you may have.

No further discussion.

4.c. Recommendation to approve Street Closures and Use of the First Street Plaza for the Heart of the Fox “Runs, Tugs and Hugs” Event.

Police Chief Keegan presented. This event is scheduled to take place on Sunday, May 20. This is the first annual event; it does coincide with the former Bob Leonard Walk which will take place in the morning, and this will take place in the afternoon.

John Rabchuck: As Chief Keegan mentioned, this has been the Bob Leonard run for quite a number of years now, and we expanded it a couple years ago by adding a Color Run component. There is not much difference this year for the event in Pottawatomie Park except that we’re adding a partnership between the River Corridor Foundation and the Kiwanis Club; we are also partnering with Fox Valley Special Rec and Western DuPage Special Rec, so they are going to bring their kids from those programs to be part of the of Color Run. We had originally proposed to do a separate run, but they wanted it to be all inclusive, so it is going to be a great event.

The part you may have questions about it the Tug of War, which will take place across the Fox River. The West team will be placed inside the First Street Plaza and the East team will be placed by the BMO Harris Bank parking lot. There will be a matting system approved by the International Federation of Tug of War from the Netherlands; I will sign the Purchase Order tomorrow if you approve this event so the tuggers have a good, non-

slip base to stand on. The tuggers would not have any chance of being pulled into the water; they would pull a set distance and we would mark these set distances on the rope with flags. This has been done in other communities across the country and it has been highly successful. We think with this taking place downtown, this will help our restaurants and retailers. As we have been talking about this in our community, we have built up a lot of enthusiasm.

All the proceeds from this event are split evenly between the River Corridor Foundation for the Active River Project and the Kiwanis because they donate to about 25 different charities for children in the community. Are there any questions?

Aldr. Lewis: Is there a rain date?

Mr. Rabchuck: No, there is no rain date planned, unless there is a tornado. The tug alone adds 30-40 volunteers so it's difficult to schedule a rain date with that many people. We have worked out a lot of the logistics with Public Works in terms of how to make it happen with minimal disruption. We will be asking to close Riverside from Main Street to Walnut and First Street from Main Street to just north of the entrance of the parking garage by Starbucks.

No further discussion.

Motioned by Aldr. Stellato, seconded by Aldr. Gaugel. Approved unanimously by voice vote. **Motion carried**

5.a. Recommendation to approve Memorandum of Understanding with the Red Cross.

Fire Chief Schelstreet presented. This is a renewal of the Memorandum of Understanding between the City of St. Charles and the Red Cross, who has been a long standing and very valuable partner to the City.

If there are no questions, I am requesting approval of this document.

No further discussion.

Motioned by Aldr. Bessner, seconded by Aldr. Vitek. Approved unanimously by voice vote. **Motion carried**

6.a. Schematic Design Presentation for the Police Station Project.

Peter Suhr presented. As promised last month, tonight we are here seeking informal approval of the Schematic Design Phase of the Police Station Project which would allow our team to proceed into the next phase of the project which we call design development and also remain on schedule to have the new police station ready for our Police Department and our community by fall of 2019. Even though you saw a preview of the

site and floorplan last month, our Architects, FGM, are ready to review and reveal the elevations for you tonight. Also, our Chris Siefert from our Construction Management firm, Riley Construction, is on hand to review the first flush of the cost estimate. Please keep in mind as you review the information tonight that we are still in the design phase of the project and will remain in the design phase for the next three months, through May. The reason I remind of you that is that we understand you are seeing a lot of this information for the first time and it's going to take some time for you to absorb the information and review it, process it and provide feedback if you wish. We will take any initial comments tonight, but we look forward to your comments as they come in over the next several weeks.

Similar to you taking time to get comfortable with this project, our project team will also be utilizing the next few months to make adjustments based on the information that we have learned from the previous phase, including any comments we received from you and the community. The project team completed the comprehensive review of the entire project last week. We also sent the project to other departments within the City for review. For example, Community Development is doing a comprehensive review of the plans right now so that we can start to get ready for building and permitting including site information costs they can provide the team.

We received several check and balance reports from our consultants, one of them being a progress cost estimate from Riley Construction. It remains very important for our project to remain fiscally responsible and it's much easier to do that if we receive accurate guidance and cost estimates from Riley Construction at each phase of the project. We'll take that information, understand where we need to get back into balance and utilize the next phase of the project to do so.

Without further ado, I would like to introduce FGM Architects who is represented tonight by Ray, Louise and AnnaBelle. After that, Chris Siefert from Riley Construction will review the cost estimate and then, as always, our entire project team including Police Department Staff and Finance Staff are here to answer any questions you may have.

AnnaBelle Orlando, FGM Architects, 1211 West 22nd Street, Oak Brook, IL.

Louise Kowalczyk, FGM Architects, 1211 West 22nd Street, Oak Brook, IL.

Presentation by AnnaBelle Orlando and Louise Kowalczyk.

Aldr. Turner: This is for Chris Minick; are the enterprise funds going to be bonded?

Mr. Minick: Yes. There are some system improvements that need to be done which are going to benefit more than just the police station itself, so the enterprise utilities are paying the bill for the upgrades to those utilities.

Aldr. Turner: Much like we are doing now with the Public Works Garage? I keep seeing that the enterprise funds pay towards the Public Works bonds.

Mr. Minick: Yes, because they have space that supports their functions within the Public Works Facility, it's the same principal.

Aldr. Stellato: Peter, you mentioned 90 working on design; will we see this again in 90 days?

Mr. Suhr: Yes, you will see this at every phase of the project, so you will see it in 90 days when we are done with Design Development and want to move to Construction Documents. Our goal is to get right back into budget by that time. I also want to comment that the Project Team has seen these numbers for about five days now, so we aren't too far ahead of where you are at. Over those past five days, we have talked about some ways to reduce the scope of this project. What I can say at this point in time is that the look and the feel of the building we just presented is not going to change a lot. We talked about reducing some square footage, but to the naked eye, no one is going to understand that. If you like the design of the building, it will remain that way.

Aldr. Turner: Is the Valley Site estimate of \$1.9 million for the demo?

Mr. Siefert: That's the demolition and estimated costs for with the contaminated soils and abatement that has to go along with it.

Aldr. Turner: According to this schedule, that will come to us in April?

Mr. Suhr: Yes, we are going to be going out for bid in the next few weeks and we will have it ready for you to approve in April.

Mr. Siefert: I just want to go over the schedule with you. As Peter stated, we will be going out for bid for demolition which includes the abatement for the building and abatement of the materials inside the building in mid to late March and start sometime in April/May. We will be looking to bid out the structure and shell in June so they are ready to start breaking ground by August so if we have good weather, we have a fighting chance to get the building enclosed by the end of December, early January. Final completion is targeted for August 2019.

Aldr. Lewis: For the entry way, is there going to be some sort of monument or signage on Main Street?

Mr. Suhr: Yes there will be; we have not designed it yet, but the old Valley Shopping Center sign is going to be removed and we will design a front entry monument off of Main Street.

Aldr. Lewis: Is that included in the cost?

Mr. Suhr: Yes, that is included in the project budget costs.

No further discussion.

6.b. Presentation of Proposed 2018 Roadway Projects – Information only.

Karen Young presented. Tonight's presentation is for information only relating to the streets we have selected for this upcoming year. We will be back in front of you in the next several months regarding the bids for these specific projects.

You will find this program is very similar to the programs you have seen in the past in that it includes both resurfacing and reconstruction projects for 2018. In particular, we will be doing two separate projects again this year. The first contract will be the full depth reclamation (FDR). As you may recall, 2017 was the first time we completed this process on two streets in our industrial area on the east side. We had great success with the project and met several of our goals, which was to reduce construction time lines, minimize disruption to businesses and reduce project costs. We achieved all those goals in addition to producing a great product.

We are proposing to do the same process in 2018 in the Industrial area on Ohio Avenue between Kautz Road and Kirk Road; most likely in phases because it is a long section. We will have more information on that when we are back with information on our bidding process.

FDR is a reconstruction process, but opposed to shutting down a road for weeks at a time, we will be shutting down the roads for shorter periods of time. What happened in our construction process in 2017 is we did all our typical curb, sidewalk and utility work during our normal process but we shut down the road for a period of four days, milled down the road, did the FDR process and had the road open by Monday morning. It was a great success, our businesses in that area really appreciated that we were able to keep the businesses open during that time. We will be meeting with the business owners in the area shortly to gain an understanding of their business needs.

The remaining streets will be done with our typical resurfacing program; curb, gutter, sidewalks, along with milling off the top of the roadway surface and putting a new surface top down. This contract will be bid in the coming months and will be under construction by June and completed with restoration in September. The only exception we have is Campton Hills Road; we are working with the Park District because it is right next to Otter Cover between Peck and the City limits so that part of the project may be under construction in the fall, but we are working with them right now to establish those timelines as well.

Chairman Payleitner: Can you give us a brief synopsis of how these streets are picked?

Mrs. Young: IMS was completed this last fiscal year; that information is always utilized in the analysis of what streets are picked. We also want to try to get the best bang for our

buck at this point, we are trying to introduce a new program, but at this point we haven't established money for that program. At this point we are trying to pick streets that we can get a longer life out of. The streets that have been selected need to be resurfaced and can't wait for reconstruction. We also field check all the streets we are considering for the year to make sure they make sense; we also check to see if there is a lot of patching on the streets because sometimes it is more cost effective to actually do resurfacing as opposed to going out and doing a lot of patches.

Chairman Payleitner: So a lot of it is economics.

Mrs. Young: Yes.

Aldr. Lewis: Looking at the map, it looks like it's concentrated in one quadrant of the City. Does it just happen that way or do you try to go into different quadrants each year?

Mrs. Young: Staff understands this year there did tend to be a lot in that area, but we also do have Campton Hills Road which is a significant improvement in another area, and we do have some in the northeast quadrant. It just made sense this year to pick those streets based on the conditions that we saw. Over the past several years though, we have been really spread out, this year it just happens to fall in this one concentrated area more than normal.

Aldr. Lewis: Do you get any funding from the Township for Campton Hills Road because we border the Township?

Mrs. Young: No; the section we are doing is all the responsibility of the City of St. Charles. As you may recall, this is the City limit here and the Township did resurface their portion a couple years ago.

No further discussion.

6.c. Recommendation to approve Revision to City Code Chapter Twelve and all Pertinent Sub-Chapters allowing the current Tree Commission to become a Natural Resources Commission.

Chris Adesso presented. Tonight I am here to talk to you again about the Tree Commission's desire to migrate to a Natural Resources Commission, but before I do that, I would like to acknowledge several Tree Commissioners who are here this evening and open it up to them if they would like to speak with you this evening. I know there was a lot of information in the packet in terms of the code, so I just want to ask everyone on the Committee if they have any questions before I talk through the highlights.

Some highlights of the changes are that we are changing the name from the Tree Commission to a Natural Resources Commission (NRC). Besides changing the name, we changed the Code to broaden the focus of the Commission, changed the interest of their

desires of the things that they will be focusing on from time to time and also we are proposing to grow the size of the Commission from nine members to 11 members. Part of the reason for this is to encourage more activity and get some folks involved to attend meetings. We are also going to be introducing some mission statements that the commission has been working on, and in order to get those into play, one of those things they would like to do is participate in some additional things outside the Tree City USA application and the Forestry application.

Also, the NRC's meeting frequency will be proposed to change. Currently the Tree Commission meets nine times per year; we are proposing to meet 12 times per year, so essentially monthly. Finally, the Commission may also include up to four non-voting student members to participate. I think this is one of the most important and most engaging recommendations by the Tree Commissioners. A lot of the Commissioners are very interested in the education of the City's youth and they felt it was important to get non-voting members at the high school level involved in the Commission.

There are several other housekeeping changes in addition to the name, allowing the Public Works Department to provide flexibility and recommendations to you and the City Council. Finally, I would like to note that the NRC will continue to be the lead advisory committee to the Government Services Committee and the City's Forestry Operations, Tree City USA application and Arbor Day event will still be priorities for them.

Unless there are any questions, I make a recommendation to approve the revisions to City Code Chapter 12 as well as the pertinent sub-chapters allowing the current Tree Commission to become a Natural Resources Commission.

Aldr. Lewis: I fully support this; I just have a question. On page three under "Duties", Section D, Public Health, what would this Committee do in regards to Public Health?

Mr. Adesso: The discussion surrounding that particular topic would be things like wellness, such as a healthy tree canopy that helps with the general health of the community. Other things like mosquito abatement are topics that they would help with.

Chairman Payleitner: I appreciate your efforts and I think broadening the scope and adding students is fabulous. Kudos!

No further discussion.

Motioned by Aldr. Bessner, seconded by Aldr. Vitek. Approved unanimously by voice vote. **Motion carried**

6.d. Recommendation to approve Phosphorus Removal and Digester Improvements Project Change Order No. 1 to IHC for Internal Digester Coating.

Tim Wilson presented. In 2014 we made emergency repairs to the north digester when it had a leak by the mixing nozzles. At the time, we could see that the greater portion of the coating was in good condition, but we could see that the area at the top where the gas sits was actually in poor condition and was going to need to be painted. Fast forward, when we started to design our existing project, we had conversations about whether it was worth the expense of draining this digester down. In 2014, the cost to drain this digester down was \$120,000 and that is not including the labor to do the work; that was only to treat the digested sludge, dispose of the sludge and power wash the inside. I made a decision not to drain the tanks down and save the City those funds. The other reason is that the contractor was going to have to drain these down anyway when we did this project, so we would have been paying for this same service twice.

As part of the bid package, we had steel repair of \$75,000 per tank and paint repair of \$20,000 per tank. Originally, based on what we found in the 2014 inspection was that the top portion of the tank was going to have to be painted, so based on the best information we had at the time, we budgeted only for painting the highly corrosive area at the top. It's typically the top 10-15 feet that is initially budgeted for painting. As construction started and we drained the tanks down, the contractor did inspections of the steel and paint conditions. We found that the steel is in great shape, but the paint condition throughout the tank was bad.

We had the general contractor obtain four prices for the paint repair. Subtracting the contingencies for steel repair and paint repair that we already budgeted, we are asking for a change order of \$28,308.41.

Chairman Payleitner: I appreciate you giving the details for the reasoning; thank you. Is the damage due to wear and tear?

Mr. Wilson: Yes, and age. It is my recommendation to award Change Order No. 1 to IHC in the amount of \$28,308.41.

No further discussion.

Chairman Payleitner: Kristi, please call a roll.

K. Dobbs:

Silkaitis: Yes

Lemke: Absent

Turner: Yes

Bancroft: Absent

Gaugel: Yes

Vitek: Yes
Bessner: Yes
Lewis: Yes
Stellato: Yes

Motioned by Aldr. Stellato, seconded by Aldr. Silkaitis. Approved unanimously by roll call vote. **Motion carried**

6.e. Recommendation to approve Advanced Disposal Proposal for 2018 Spring Clean Up and Proposed Dates.

Tim Wilson presented. The proposed FY 18/19 budget includes \$128,000 for the Spring Clean Up event this year. I have attached the proposal from Advanced Disposal for these services. The proposal amount is for \$93,000 which is for up to 300 tons of material. Any tonnage over 300 tons would be \$55 per ton. The last Spring Clean Up was in 2016; that year the City produced approximately 200 tons of debris.

As part of the general refuse contract, the City is required to use our contractor for these types of services. Pricing since 2014 has only increased \$1,000 on the lump sum amount and \$2.00 per ton.

Proposed dates for pick up on the East side is Saturday, April 28 and the West side is Saturday, May 5. We did that to avoid Mother's Day on May 13 and Memorial Day on May 28.

As part of your packet, I also provided you with Advanced Disposal's guidelines on what cannot be accepted.

It is my recommendation to accept the Proposal due to the refuse contract language.

Aldr. Gaugel: So the tonnage weight is verified at Advanced Disposal on a truck scale, is that correct?

Mr. Wilson: Yes, at the transfer station and they provide documentation.

Aldr. Lewis: Just a comment; this is one of the services that make the residents happy in St. Charles.

No further discussion.

Motioned by Aldr. Stellato, seconded by Aldr. Bessner. Approved unanimously by voice vote. **Motion carried**

6.f. Recommendation to award the Proposal for Design Engineering for 7th Avenue Lift Station Replacement.

Tim Wilson presented. The 7th Avenue and Division Lift Station was originally constructed in 1974; the typical life for a lift station of this design is about 25 years, so we got well past the expected life out of it; it has now reached the end of life and is need of replacement. The lift station serves approximately 250 services. The service area is generally bound by Moore Ave to the north, Division Street to the south, 7th Ave to the west and Kirk Rd to the east.

Funding for the lift station replacement was approved with the Phosphorus and Digester construction in the EPA low interest loan. As part of the process, the EPA has pre-approved the funding for the project. In January, the City conducted an RFQ/P for the engineering and design phases of this project. The City received two responses for the project and proposals were submitted and met the criteria and timeline.

It is my final recommendation to award the proposal for design engineering for the 7th Avenue and Division Lift Station Replacement to Trotter & Associates in a not to exceed amount of \$30,300.

Motioned by Aldr. Stellato, seconded by Aldr. Bessner. Approved unanimously by voice vote. **Motion carried**

Aldr. Gaugel: It says proposed cost of \$30,300 but then at the bottom it has \$30,600. It's the \$30,300; is that correct?

Mr. Wilson: I just caught that.

Aldr. Gaugel: It seems as though there are so many firms out there who can potentially bid on this work and we only got two responses; is there a way to expand these so that we get three responses on everything, if not more? Can we cast a wider net or is there a reason we limited it down?

Mr. Wilson: We sent it out to six engineering firms and we publically advertised it. Two of the firms responded that the project was too small for them or they were too busy.

I do need to make a change in my final recommendation, if I may do so. It is my recommendation to award the proposal for design of the 7th and Division Lift Station Replacement to Trotter & Associates for a not to exceed amount of \$30,600.

Motion amended by Aldr. Stellato and seconded by Aldr. Bessner.

No further discussion.

Chairman Payleitner: Kristi, please call a roll.

K. Dobbs:

Silkaitis: Yes

Lemke: Absent

Turner: Yes

Bancroft: Absent

Gaugel: Yes

Vitek: Yes

Bessner: Yes

Lewis: Yes

Stellato: Yes

- 6.g. **Recommendation to approve the Award of a 2019 Peterbilt 567 Tractor and Mac Aluminum 32' Trailer to JX Peterbilt and Sell two replacement vehicles, a 2005 International 7400 6 wheeler dump truck, vehicle #1881 and a 2011 International 7400 4x2 dump truck, Vehicle #1765 via an online auction to the highest bidder.**

Mike Shortall presented. Tonight staff is seeking approval to purchase a 2019 Peterbilt model 567 Tractor and a Mac Aluminum Trailer for the use of the Environmental Services Division through the National Joint Purchasing Alliance. The NJPA Contract for Peterbilt was awarded to NJ Peterbilt of Bolingbrook, IL. As stated in the Executive Summary, a complete analysis was conducted by the Environmental Services Division and a determination that a tractor/trailer set up would provide the cost savings of more than \$50,000 and improve efficiencies within the division, furthermore reducing the fleet by one six wheel dump truck.

The tractor/trailer option was presented to the City Fleet Committee and approved through the current fiscal year budget. Finally, staff is seeking approval to sell two City vehicles, Vehicle #1881 which is a 2005 International 7400 6 wheeler dump truck and Vehicle #1765, a 2011 International 4x2 dump truck; both will be sold via online auction to the highest bidder.

No further discussion.

Chairman Payleitner: Kristi, please call a roll.

K. Dobbs:

Silkaitis: Yes

Lemke: Absent

Turner: Yes

Bancroft: Absent

Gaugel: Yes

Vitek: Yes

Bessner: Yes

Lewis: Yes

Stellato: Yes

Motioned by Aldr. Turner, seconded by Aldr. Stellato. Approved unanimously by roll call vote. **Motion carried**

6.h. 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.

Mike Shortall presented. City Staff is seeking approval to sell City owned listed items to the highest bidder via an online auction. Money generated from the auction will be returned to the general fund.

Aldr. Turner: It says there is a 1999 Honda Accord (Police); does that mean we confiscated it?

Mr. Shortall: Correct.

No further discussion.

Motioned by Aldr. Turner, seconded by Aldr. Gaugel. Approved unanimously by voice vote. **Motion carried**

7. Executive Session.

None.

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

None.

9. Move to Adjourn Government Services Committee Meeting.

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