


AGENDA
THE CITY OF ST. CHARLES
GOVERNMENT OPERATIONS COMMITTEE
ALD. STEVE WEBER, CHAIR
MONDAY, JUNE 5, 2023
IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – 2 EAST MAIN STREET

1. **Call to Order**
2. **Roll Call**
3. **Administrative** - None
4. **Omnibus Vote**
Items with an asterisk (*) are considered to be routine matters and will be enacted by one motion. There will be no separate discussion on these items unless a council member/citizen so requests, in which event the item will be removed from the consent agenda and considered in normal sequence on the agenda.
5. **Finance Department**
 - a. Recommendation to Approve a **Resolution** for the Visitors Cultural Commission Funding Allocations for FY 23-24 and the Related Funding Agreements.
 - *b. Budget Revisions May 2023.
6. **Community Development Department**
 - a. Recommendation to Approve and Execute a **Resolution** for a License Agreement with CIBC Bank USA.
7. **Public Comment**
8. **Additional Items from Mayor, Council or Staff**
9. **Executive Session**
 - Personnel – 5 ILCS 120/2(c)(1)
 - Pending, Probable or Imminent Litigation – 5 ILCS 120/2(c)(11)
 - Property Acquisition – 5 ILCS 120/2(c)(5)
 - Collective Bargaining – 5 ILCS 120/2(c)(2)
 - Review of Executive Session Minutes – 5 ILCS 120/2(c)(21)
10. **Adjournment**

ADA Compliance

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

 CITY OF ST. CHARLES ILLINOIS • 1834	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 5.a
	Title:	A Recommendation to Approve a Resolution for the Visitors Cultural Commission Funding Allocations for FY 23-24 and the Related Funding Agreements	
	Presenter:	Bill Hannah, Finance Director	
Meeting: Government Operations Committee Date: June 5, 2023			
Proposed Cost: \$90,000		Budgeted Amount: \$90,000	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain): <p>The City annually budgets funds from a portion of the City's hotel/motel tax revenue to allocate to St. Charles-based nonprofit organizations providing programs that promote the arts and cultural events within the City. The allocation of these funds is determined by the City's Visitors Cultural Commission.</p> <p>Organizations providing relevant programs within the community submit funding requests to the Visitors Cultural Commission in April, after the Budget is approved by the City. The Visitors Cultural Commission then meets to review applications from these groups and then recommend allocate funding based on established criteria using a scoring matrix. On May 3, 2023, the Visitors Cultural Commission heard presentations from nine (9) organizations that requested funding. The Visitors Cultural Commission then met again on May 10, 2023 to discuss the FY 23-24 funding requests and to decide on the final funding allocations.</p> <p>The recommended funding allocations are attached.</p> <p>Dr. Anne Becker will be present to outline highlights of the Visitors Cultural Commission's allocation process and answer any questions that they Committee may have.</p>			
Attachments (please list): <ul style="list-style-type: none"> • Resolution Authorizing the City to Execute Service Agreements Based on Recommendations from the Visitors Cultural Commission • Recommended Funding Allocations Schedule for FY 23-24 • Funding Agreements with Each Organization 			
Recommendation/Suggested Action (briefly explain): Recommend Approval of the Resolution Authorizing the Mayor and City Clerk to Execute Service Agreements with the Organizations Selected by the Visitors Cultural Commission for Funding in the Total Amount of \$90,000 for Fiscal Year 2023-24.			

City of St. Charles, Illinois
Resolution No. _____

**A Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to
Execute Service Agreements with the Organizations Selected by the Visitors
Cultural Commission for Funding in the Total Amount of \$90,000 for Fiscal
Year 2023-2024**

**Presented & Passed by the
City Council on June 19, 2023**

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

Presented to the City Council of the City of St. Charles, Illinois this 19th day of June, 2023.

Passed by the City Council of the City of St. Charles, Illinois this 19th day of June, 2023.

Approved by the Mayor of the City of St. Charles, Illinois this 19th day of June, 2023.

Lora A. Vitek, Mayor

ATTEST: _____

City Clerk

COUNCIL VOTE:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the The Fine Line Creative Arts Center, an Illinois not-for-profit corporation, (hereinafter referred to as "the Arts Center,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Arts Center shall devote its exclusive energies to promote a quality image of St. Charles by providing various art forms in the City.

II. In consideration of the foregoing services provided by the Arts Center, the City agrees to pay to the Arts Center, the amount of Ten Thousand Six Hundred Seventy-Four dollars and no/100 cents (\$10,674.00) for the period beginning May 1, 2023 and ending April 30, 2024. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Arts Center assists the City in obtaining shall be treated as a separate matter.

III. The Arts Center will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Arts Center is an independent contractor and has no authority to bind the City in any matter. The Arts Center further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Arts Center shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2024, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Arts Center will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Arts Center and not used or otherwise subject to pending contract requirements of the Arts Center shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____ 2023.

THE FINE LINE CREATIVE ARTS CENTER

By: _____
President

CITY OF ST. CHARLES

By: _____
Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the Fox Valley Concert Band, an Illinois not-for-profit corporation, (hereinafter referred to as the "the Band,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Band shall devote its exclusive energies to provide volunteer adult community concert band entertainment in accordance with the presentation of St. Charles based artists.

II. In consideration of the foregoing services provided by the Band, the City agrees to pay to the Band, the amount of Nine Thousand One Hundred and One dollars and no/100 cents (\$9,101.00) for the period beginning May 1, 2023 and ending April 30, 2024. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Band assists the City in obtaining shall be treated as a separate matter.

III. The Band will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Band is an independent contractor and has no authority to bind the City in any matter. The Band further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Band shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2024, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Band will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Band and not used or otherwise subject to pending contract requirements of the Band shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____ 2023.

**FOX VALLEY
CONCERT BAND**

CITY OF ST. CHARLES

By: _____
President

Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, Kane Repertory Theatre, an Illinois not-for-profit corporation, (hereinafter referred to as "The Theatre") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Theatre shall devote its exclusive energies to provide performances and exhibits of a cultural nature within the City of St. Charles.

II. In consideration of the foregoing services provided by The Theatre, the City agrees to pay to The Theatre, the amount of Nine Thousand Seven Hundred Seventy-Five dollars and no/100 cents (\$9,775.00) for the period beginning May 1, 2023 and ending April 30, 2024. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which The Theatre assists the City in obtaining shall be treated as a separate matter.

III. The Theatre will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Theatre is an independent contractor and has no authority to bind the City in any matter. The Theatre further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Theatre shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2024, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Theatre will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to The Theatre and not used or otherwise subject to pending contract requirements of The Theatre shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2023.

KANE REPERTORY THEATRE

CITY OF ST. CHARLES

By: _____
President

Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, Marquee Youth Stage, an Illinois not-for-profit corporation, (hereinafter referred to as "MY Stage") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the MY Stage shall devote its exclusive energies to provide performances and exhibits of a cultural nature within the City of St. Charles.

II. In consideration of the foregoing services provided by the MY Stage, the City agrees to pay to the MY Stage, the amount of Nine Thousand One Hundred and One dollars and no/100 cents (\$9,101.00) for the period beginning May 1, 2023 and ending April 30, 2024. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the MY Stage assists the City in obtaining shall be treated as a separate matter.

III. The MY Stage will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The MY Stage is an independent contractor and has no authority to bind the City in any matter. The MY Stage further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The MY Stage shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2024, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The MY Stage will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the MY Stage and not used or otherwise subject to pending contract requirements of the MY Stage shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2023.

MARQUEE YOUTH STAGE

CITY OF ST. CHARLES

By _____
President

Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the Dellora A. Norris Cultural Arts Center, an Illinois not-for-profit corporation, (hereinafter referred to as the "Cultural Center") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Cultural Center shall devote its exclusive energies to provide performances and exhibits of a cultural nature within the City of St. Charles.

II. In consideration of the foregoing services provided by the Cultural Center, the City agrees to pay to the Cultural Center, the amount of Nine Thousand Seven Hundred Seventy-Five dollars and no/100 cents (\$9,775.00) for the period beginning May 1, 2023 and ending April 30, 2024. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Cultural Center assists the City in obtaining shall be treated as a separate matter.

III. The Cultural Center will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Cultural Center is an independent contractor and has no authority to bind the City in any matter. The Cultural Center further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Cultural Center shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2024, and the consideration therefor may be renewed by a written instrument executed by both parties.

VI. The Cultural Center will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Cultural Center and not used or otherwise subject to pending contract requirements of the Cultural Center shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2023.

DELLORA A. NORRIS
CULTURAL ARTS CENTER

CITY OF ST. CHARLES

By: _____
President

Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the Preservation Partners of the Fox Valley, an Illinois not-for-profit corporation, (hereinafter referred to as "the Preservation Partners,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Preservation Partners shall devote its exclusive energies to promote a quality image of St. Charles by providing historic restoration services desired by the City.

II. In consideration of the foregoing services provided by the Preservation Partners, the City agrees to pay to the Preservation Partners, the amount of Ten Thousand One Hundred and Thirteen dollars and no/100 cents (\$10,113.00) for the period beginning May 1, 2023 and ending April 30, 2024. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Preservation Partners assists the City in obtaining shall be treated as a separate matter.

III. The Preservation Partners will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Preservation Partners is an independent contractor and has no authority to bind the City in any matter. The Preservation Partners further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Preservation Partners shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2024, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Preservation Partners will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Preservation Partners and not used or otherwise subject to pending contract requirements of the Preservation Partners shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2023.

PRESERVATION PARTNERS

By: _____
Executive Director

CITY OF ST. CHARLES

By: _____
Mayor

City of St. Charles, Illinois
Resolution No. _____

**A Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to
Execute Service Agreements with the Organizations Selected by the Visitors
Cultural Commission for Funding in the Total Amount of \$90,000 for Fiscal
Year 2023-2024**

**Presented & Passed by the
City Council on June 19, 2023**

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

Presented to the City Council of the City of St. Charles, Illinois this 19th day of June, 2023.

Passed by the City Council of the City of St. Charles, Illinois this 19th day of June, 2023.

Approved by the Mayor of the City of St. Charles, Illinois this 19th day of June, 2023.

Lora A. Vitek, Mayor

ATTEST: _____

City Clerk

COUNCIL VOTE:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the St Charles Parks Foundation, an Illinois not-for-profit corporation sponsoring the Sculpture in the Park event, (hereinafter referred to as "the Sculpture,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Sculpture shall devote its exclusive energies to promote a quality image of St. Charles by providing various art forms in the City.

II. In consideration of the foregoing services provided by the Sculpture, the City agrees to pay to the Sculpture, the amount of Ten Thousand dollars and no/100 cents (\$10,000.00) for the period beginning May 1, 2023 and ending April 30, 2024. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Sculpture assists the City in obtaining shall be treated as a separate matter.

III. The Sculpture will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Sculpture is an independent contractor and has no authority to bind the City in any matter. The Sculpture further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Sculpture shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2024, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Sculpture will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Sculpture and not used or otherwise subject to pending contract requirements of the Sculpture shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2023.

ST CHARLES PARKS FOUNDATION

By: _____
President

CITY OF ST. CHARLES

By: _____
Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the St. Charles Singers, an Illinois not-for-profit corporation, (hereinafter referred to as "the Singers,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Singers shall devote its exclusive energies to providing subscription series concerts and benefit concerts for worthy causes.

II. In consideration of the foregoing services provided by the Singers, the City agrees to pay to the Singers, the amount of Ten Thousand Seven Hundred Eighty-Eight dollars and no/100 cents (\$10,788.00) for the period beginning May 1, 2023 and ending April 30, 2024. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Singers assists the City in obtaining shall be treated as a separate matter.

III. The Singers will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Singers is an independent contractor and has no authority to bind the City in any matter. The Singers further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Singers shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2024, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Singers will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Singers and not used or otherwise subject to pending contract requirements of the Singers shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____ 2023.

ST. CHARLES SINGERS

By: _____
President

CITY OF ST. CHARLES

By: _____
Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the St. Charles Arts Council, an Illinois not-for-profit corporation, (hereinafter referred to as "the Arts Council,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Arts Council shall devote its exclusive energies to provide various art forms within the City of St. Charles.

II. In consideration of the foregoing services provided by the Arts Council, the City agrees to pay to the Arts Council, the amount of Ten Thousand Six Hundred and Seventy-Three dollars and no/100 cents (\$10,673.00) for the period beginning May 1, 2023 and ending April 30, 2024. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Arts Council assists the City in obtaining shall be treated as a separate matter.

III. The Arts Council will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Arts Council is an independent contractor and has no authority to bind the City in any matter. The Arts Council further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Arts Council shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2024, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Arts Council will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Arts Council and not used or otherwise subject to pending contract requirements of the Arts Council shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2023.

ST. CHARLES ARTS COUNCIL

CITY OF ST. CHARLES

By _____
Executive Director

Mayor

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 5.*b

Title:

Motion to Approve the Budget Revisions for May 2023

Presenter:

Finance Director Bill Hannah

Meeting: Government Operations Committee

Date: June 5, 2023

Proposed Cost: \$ -0-

Budgeted Amount:

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

Budget revisions for May 2023 – Information Only

Attachments (*please list*):

Budget revisions for May 2023

Recommendation/Suggested Action (*briefly explain*):

Budget Revisions for the City of St. Charles May 2023

CITY OF ST. CHARLES
Budget Revision Listing

May 2023

JE TYPE	JE #	BUDGET #	COMPANY	FISCAL YEAR	PERIOD	DATE	ACCT-UNIT	ACCOUNT	AMOUNT	DESCRIPTION
Budget Addition	1	100	1000	2024	1	05/09/2023	100110	51300	\$ 1,800.00	Charlemagne dinner
Budget Addition	1	100	1000	2024	1	05/09/2023	100900	31199	\$ (1,800.00)	Charlemagne dinner
	1 Total								\$ -	
Budget Addition	2	100	1000	2024	1	05/12/2023	100500	54458	\$ 2,661.00	LED Traffic Signal Head Repl
Budget Addition	2	100	1000	2024	1	05/12/2023	100900	31199	\$ (2,661.00)	LED Traffic Signal Head Repl
	2 Total								\$ -	
Budget Transfer	3	100	1000	2024	1	05/18/2023	100500	51601	\$ 50.00	Boot reimbursement
Budget Transfer	3	100	1000	2024	1	05/18/2023	100500	51600	\$ (50.00)	Boot reimbursement
	3 Total								\$ -	
	Grand Total								\$ -	

The revisions shown herewith have been approved by the City Council, except as noted below.

Chairman, Government Operations Committee

Date


Vice Chairman, Government Operations Committee

Date

Finance Director

Date

Exceptions:

 CITY OF ST. CHARLES ILLINOIS • 1834	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 6.a
	Title:	Recommendation to Approve and Execute a Resolution for a License Agreement with CIBC Bank USA	
	Presenter:	Derek Conley, Economic Development Director	
Meeting: Government Operations Committee		Date: June 5, 2023	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: TIF 4 - First Street (VOTING RESTRICTION)			
Executive Summary (if not budgeted, please explain): <p>In March 2002, the City entered into an agreement with The Private Bank and Trust Company, now known as Canadian Imperial Bank of Commerce (CIBC). This agreement allowed CIBC to construct and operate a convenient drive-up banking facility on City-owned property. The annual license fee was determined by adjusting it annually based on the Consumer Price Index, with a maximum increase of 5%. CIBC assumed responsibility for the maintenance and insurance of the property. Initially valid for 20 years, the agreement has now expired but continues on a month-to-month basis.</p> <p>The drive-up window has become an essential service for the bank, and its management is seeking a new agreement to continue its operation. Under the proposed agreement, the payment schedule would remain unchanged. CIBC would pay an initial annual sum of \$9,296.40, divided into equal monthly installments of \$774.70. The annual license fee would be adjusted annually based on the Consumer Price Index or a maximum 5% increase. Both parties retain the right to terminate the agreement with 180 days' notice. In the event of termination, CIBC is responsible for removing equipment and restoring the premises to their original condition.</p>			
Attachments (please list): License Agreement			
Recommendation/Suggested Action (briefly explain): Recommendation to Approve and Execute a Resolution for a License Agreement with CIBC Bank USA			

City of St. Charles
Visitors Cultural Commission
Funding for FY 2023-24
Summary of Average Scores

	Rating Criteria											
	Economic impact	Enhance Community Culture	Resident benefit	Enhance St. Charles Reputation								
Organization							Total	% of Total	Calculated Award 23-24	2023-24 Funding Requested	Final Award 23-24	2022-2023 Final Funding
Fineline Creative Arts Center	8	9	7	7			31	11.61%	10,449	15,000	10,674	10,615
Fox Valley Concert Band	6	7	7	7			27	10.11%	9,101	10,000	9,101	7,417
Preservation Partners	6	8	8	8			30	11.24%	10,113	17,500	10,113	9,332
St Charles Art Council	7	8	8	8			31	11.61%	10,449	20,000	10,673	9,606
Norris Cultural Arts Center	7	7	7	8			29	10.86%	9,775	20,000	9,775	8,620
Sculpture in the Park	6	8	8	9			31	11.61%	10,449	10,000	10,000	10,000
St Charles Singers	7	8	8	9			32	11.99%	10,788	11,000	10,788	9,513
Kane Repertory Theatre	7	8	7	7			29	10.86%	9,775	20,000	9,775	7,126
Marquee Youth Stage	6	7	7	7			27	10.11%	9,101	14,200	9,101	8,573
Steel Beam (Did not apply for FY 23-24)												9,198
TOTAL								100.00%	90,000	137,700	90,000	90,000

Evaluation Instructions
Use the below scale and correlate the rating criteria to each organization. 1 = Remote 3 = Moderate 5 = Strong 7 = Direct 9 = Direct and strong

267

Funds to Allocate

90,000

Remainder to Allocate

-

City of St. Charles, Illinois
Resolution No. _____

**A Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to
Execute a License Agreement with CIBC Bank USA**

**Presented & Passed by the
City Council on June 19, 2023**

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to execute certain a License Agreement with CIBC Bank USA. The agreement is attached hereto and incorporated herein on behalf of the City of St. Charles.

Presented to the City Council of the City of St. Charles, Illinois this 19th day of June, 2023.

Passed by the City Council of the City of St. Charles, Illinois this 19th day of June, 2023.

Approved by the Mayor of the City of St. Charles, Illinois this 19th day of June, 2023.

Lora A. Vitek, Mayor

ATTEST: _____

City Clerk

COUNCIL VOTE:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is effective as of April 1, 2023 (“*Agreement*”), by and between CIBC BANK USA, an Illinois banking corporation (hereinafter referred to as “*Licensee*”), and the CITY OF ST. CHARLES, an Illinois municipal corporation (hereinafter referred to as “*Licensor*”).

WITNESSETH

WHEREAS, Licensee owns and operates a retail walk-in banking facility open to the public, located at 24 South Second Street, St. Charles, Illinois 60175 (“*Retail Bank Facility*”); and

WHEREAS, Licensor proposes to grant a license to Licensee, enabling the operation of a drive-up banking facility over a portion of a public parking lot, in the City of St. Charles, Kane County, Illinois (hereinafter referred to as “*Premises*”), as depicted in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, all of the Premises are owned by Licensor; and

WHEREAS, the parties have agreed that for and in consideration of the payment of the fees set forth herein and the performance of certain other conditions, the portion of the Premises owned by the Licensor may be used by Licensee for the operation of a drive-up banking facility as generally depicted in attached Exhibit B or pursuant to such other design as is approved by Licensor from time to time; and

WHEREAS, Licensor is agreeable to granting a license to Licensee for the use of the Premises for the operation of a drive-up banking facility.

NOW, THEREFORE, in consideration of the sums provided hereinafter and the mutual obligations contained herein, the parties agree as follows:

1. Licensor shall have and retain all rights to the use and occupation of the Premises referred to herein, except as herein expressly granted.
2. Licensor grants Licensee, and its successors and/or assigns, for the following stated term, the exclusive right, license, and privilege (“*License*”) to use and occupy the real estate depicted in Exhibit A and legally described in Exhibit C, attached hereto and made a part hereof,

for the operation of a drive-up banking facility which has been built in substantial conformity to Exhibit B.

3. In consideration for this License, Licensee shall pay Licensor the initial annual sum of \$9,296.40 payable in equal monthly installments of \$774.70 monthly in advance, beginning on April 1, 2023 ("*Commencement Date*"). Each subsequent year during the term of this License, the annual license fee shall be increased by the lesser of increase in the Consumer Price Index (All Items) over the prior year or 5% and the monthly license payments shall be adjusted accordingly.

4. This License shall be effective as of the Commencement Date and shall be for a term of four (4) years from and after the Commencement Date, subject to being terminated earlier as provided below ("*Term*"). Either party shall have the right to terminate this License, upon at least one hundred eighty (180) days advance notice to the other of the intent to terminate. Upon such notice and prior to termination, Licensee shall have the duty and responsibility to remove Licensee's equipment, signs, and appurtenances and to restore the Premises to a condition suitable for use as a parking lot (the "*Restoration Work*"). This Agreement shall automatically terminate in the event that Licensee ceases operation at the Retail Bank Facility or if the Retail Bank Facility is ever damaged or destroyed to the extent that requires replacement or relocation. The Licensor may terminate this License for cause without liability by giving no less than ten (10) days written notice of termination, which termination shall be effective on the effective date for termination set forth in that termination notice. For the purposes of this provision, "for cause" shall include but not be limited to the Licensee's failure to comply with any of the terms or conditions set forth herein, including non-payment of the required license fees provided for herein. Termination of this License shall not be the Licensor's exclusive remedy. Nothing contained herein shall preclude the Licensor from enforcing any provision of the St. Charles Municipal Code against the Licensee in any administrative or judicial proceeding. Upon termination of this Agreement, the Licensee shall complete the Restoration Work (a) prior to termination in connection with either party providing one hundred eighty (180) days advance notice, and (b) within ninety (90) days following termination in all other cases.

5. AS IS. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, THE PARTIES AGREE THAT THE LICENSEE ACCEPTS THE PREMISES "AS IS," "WHERE IS," WITH ALL FAULTS AND DEFECTS, LATENT AND PATENT, AND THE LICENSEE ACKNOWLEDGES AND AGREES THAT THE LICENSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY

KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE CONDITION OF OR MATTERS RELATING TO TITLE OF THE PREMISES, (B) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, OR THE PRESENCE OR ABSENCE OF ANY POLLUTANT, HAZARDOUS WASTE, TANKS, PIPES, GAS OR SUBSTANCE OR SOLID WASTE ON OR ABOUT THE PREMISES, AND (C) IN ALL RESPECTS THE SUITABILITY OF THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH THE LICENSEE MAY INTEND TO CONDUCT THEREON.

6. Licensee and its successors and assigns agree to the following requirements on its or their part:

(a) The Premises covered by this License shall be used solely for the purpose of operating a drive-up banking facility.

(b) The Premises shall be maintained in compliance with the Americans with Disabilities Act.

(c) Licensee agrees to remove all debris from the Premises, and further agrees to take said material from the Premises owned by Licensor, depositing it in a proper dump site.

(d) Licensee agrees to promptly pay the license fee set forth in paragraph 3 hereof, to restore the Premises after its use thereof to its original condition, in accordance with paragraph 4 above if Licensee exercises its right to early termination.

(e) In the event that the Premises is deemed taxable, the Licensee shall pay said taxes attributable to the period of the Term of this Agreement, as required by the laws of the State of Illinois.

7. Licensee, or its successor and assigns shall acquire and maintain in effect for the Term of this License not less than the following coverages in the following minimum amounts, unless otherwise excepted:

(a) Employer's Liability and Workmen's Compensation as prescribed by law in Illinois until a Certificate of Occupancy has been issued and during all subsequent maintenance and repair;

(b) Comprehensive General Liability coverage on an occurrence basis from an insurance company licensed with the State of Illinois having assets in excess of One Half Billion Dollars (\$500,000,000), or other insurer approved by Licensor with at least a Three

Million Dollars (\$3,000,000) single limit coverage on all risks. Licensee shall name the Licensors as additional insured and shall furnish Licensors with duplicate policies or certificates evidencing insurance in force as required herein prior to taking possession of the Premises. Evidence of payment of premiums shall be delivered to Licensors at least thirty (30) days prior to the expiration date of each existing insurance policy.

8. No waiver by Licensors or any breach, or a series of breaches of this License, shall constitute a waiver of any subsequent breach or waiver of the terms of this License.

9. Any and all notices, demands, consents and approvals required under this Agreement shall be sent and deemed received: (A) on the third business day after mailed by first class mail, or (B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express or UPS) for guaranteed next business day delivery, or (C) by email transmission on the day of transmission, if sent before 6:00 pm. on a business day, or (D) by personal delivery, if addressed to the Parties as follows::

If to the Licensors: City of St. Charles
Attn: City Administrator
Two East Main Street
St. Charles, Illinois 60174
Email: hmcguire@stcharlesil.gov

If to the Licensee: CIBC Bank USA
Attn: Jon Bredemeier
Managing Director – US Corporate Real Estate
120 South LaSalle Street
Chicago, Illinois 60603
jon.bredemeier@cibc.com

10. If either party institutes any action at law or in equity against the other party to secure or protect its rights under or to enforce the terms of this License, in addition to any Judgment entered in its favor, the prevailing party shall be entitled to recover such reasonable expenses of litigation. Venue shall be in the Sixteenth Judicial Circuit, Kane County, Illinois.

11. If Licensors shall be subject to any claim, demand, or penalty, or become a party to any suit or other judicial or administrative proceeding by reason of any act occurring on the Premises, or by reason of an omission with respect to the business or operation of the Premises, Licensee shall indemnify and hold Licensors harmless against all judgments, settlements, penalties,

and expenses, including attorneys' fees, court costs and other expenses of litigation or administrative proceeding, incurred by or imposed on Licensors in connection with the investigation or defense relating to such claim or litigation or administrative proceeding and, at the election of Licensors, Licensee shall also directly defend Licensors against same. The foregoing indemnity shall not apply to negligent or reckless acts of the Licensors, its employees or agents or an action challenging the validity of this License.

12. All references in this License to the singular shall include the plural where applicable, and all references to the masculine shall include the feminine, and vice-versa. Should either reference be declared invalid, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect.

13. Licensors and Licensee agree that this License is not assignable by Licensee, and no assignment, whether directly by Licensors or as a matter of law, shall be valid without the prior written consent of Licensors.

14. Licensee agrees that this License supersedes any and all other agreements and representations respecting the use of the Premises and contains all the terms, obligations, and conditions of the parties with respect to granting this License.

15. Licensee shall have no authority, express or implied, to act as agent of Licensors, for any purpose. Licensee or its successors or assigns are, and shall remain, independent contractors responsible for all obligations and liability of, and for all loss or damage to, the Premises, including any personal equipment or fixtures connected therewith, and for all claims or demands based on damage or destruction of property or based on injury, illness or death of any person or persons, directly or indirectly, resulting from the use of the Premises.

16. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All electronic or .pdf signatures shall be treated as original signatures for all purposes.

17. Miscellaneous: The following miscellaneous terms and conditions apply to this License Agreement:

(a) Licensee is responsible for the maintenance and repair of the structure and the improvements in the Premises depicted in Exhibit A. Licensee is responsible for the maintenance of its banking personalty, including but not limited to drop boxes, pneumatic tube transmission devices, signage, etc.

(b) Licensee shall be entitled to maintain existing signage consistent with current applicable zoning.

(c) Licensor shall keep open the existing road and driveways leading to and from the Premises so as to permit ingress and egress from the Premises by Licensee's banking customers.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

IN WITNESS WHEREOF, each of the parties hereto has caused this License Agreement to be executed by its duly authorized representative as of the day and year first above written.

LICENSOR:

CITY OF ST. CHARLES, ILLINOIS

By: _____
Lora A. Vitek, Its Mayor

ATTEST:

Nancy Garrison, City Clerk

LICENSEE:

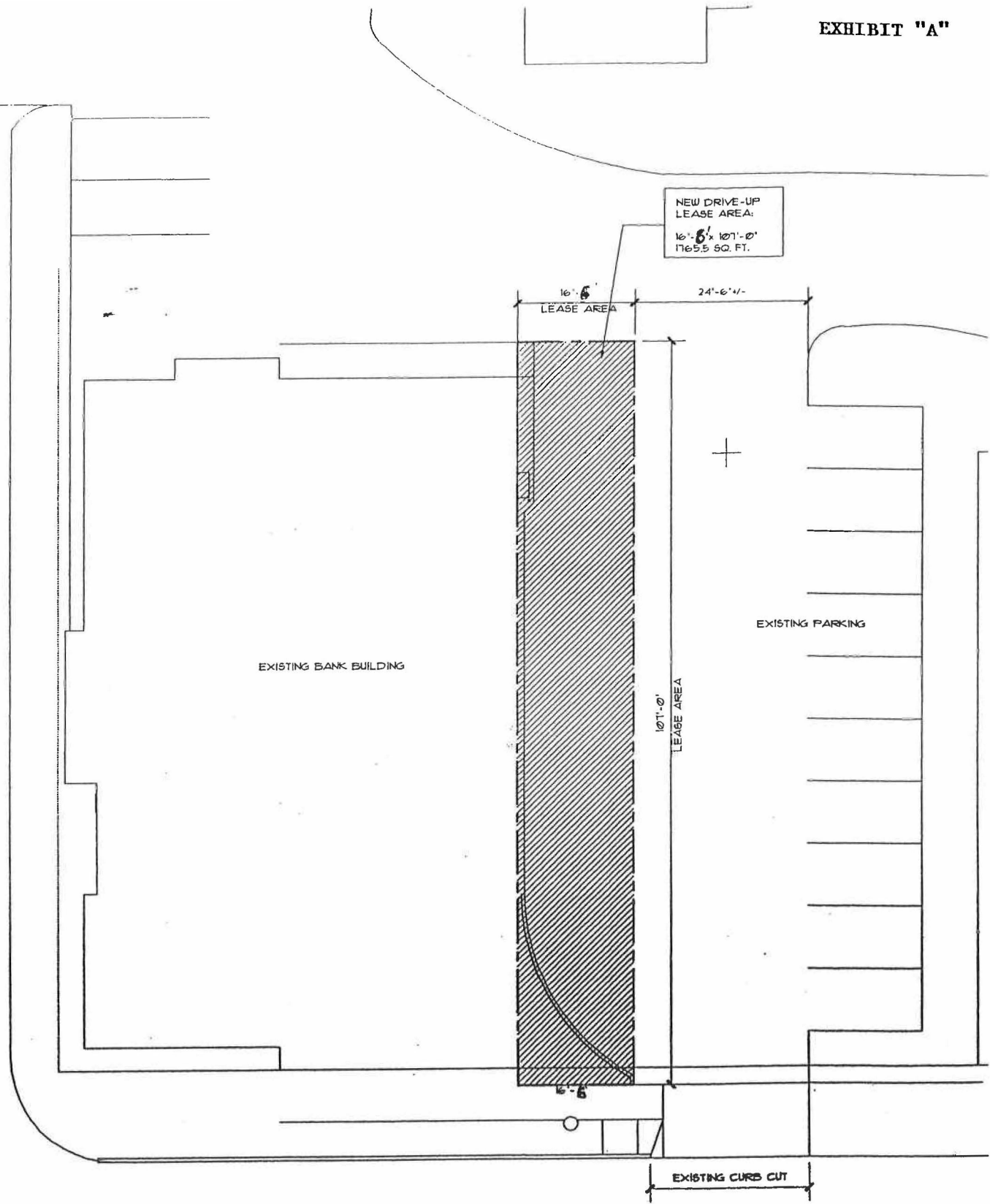
CIBC BANK USA

By: _____
Its: _____

EXHIBIT A
DEPICTION OF PREMISES

SECOND STREET

EXISTING CUR



SITE PLAN
1" = 20'-0"

WALNUT STREET



THE PRIVATE BANK
24 S. SECOND STREET
ST. CHARLES, ILLINOIS
2/26/22

EXHIBIT B

DEPICTION OF DRIVE-UP BANKING FACILITY

A-1

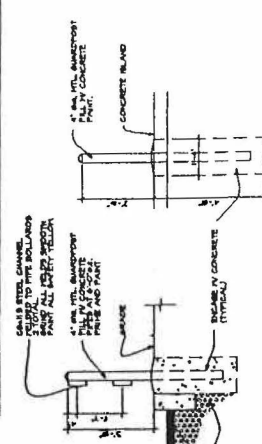
Architect
LADDERMAN
301 N. 1ST ST.
ST. LOUIS, MO 63101
TEL: (314) 433-0000
FAX: (314) 433-0000

Proposed Drive-Up Address For:
THE PRIVATE BANK
37. CHURCH STREET
ST. LOUIS, MO 63101

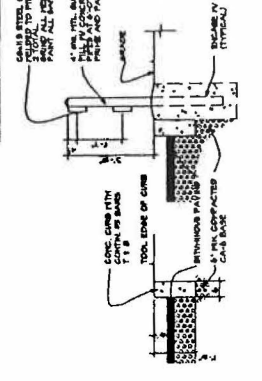
Building Owner:
THE PRIVATE BANK
37. CHURCH STREET
ST. LOUIS, MO 63101
TEL: (314) 433-0000

STATEMENT OF COMPLIANCE
I have prepared, or caused to be prepared, the design and construction documents for the project described above, and I am a duly licensed professional engineer in the State of Missouri. I am not aware of any facts or circumstances which would render my design or construction documents incomplete, inaccurate, or misleading. I am not aware of any facts or circumstances which would render my design or construction documents incomplete, inaccurate, or misleading. I am not aware of any facts or circumstances which would render my design or construction documents incomplete, inaccurate, or misleading.

3 BUMPER POST DETAIL
1/4" = 1'-0"

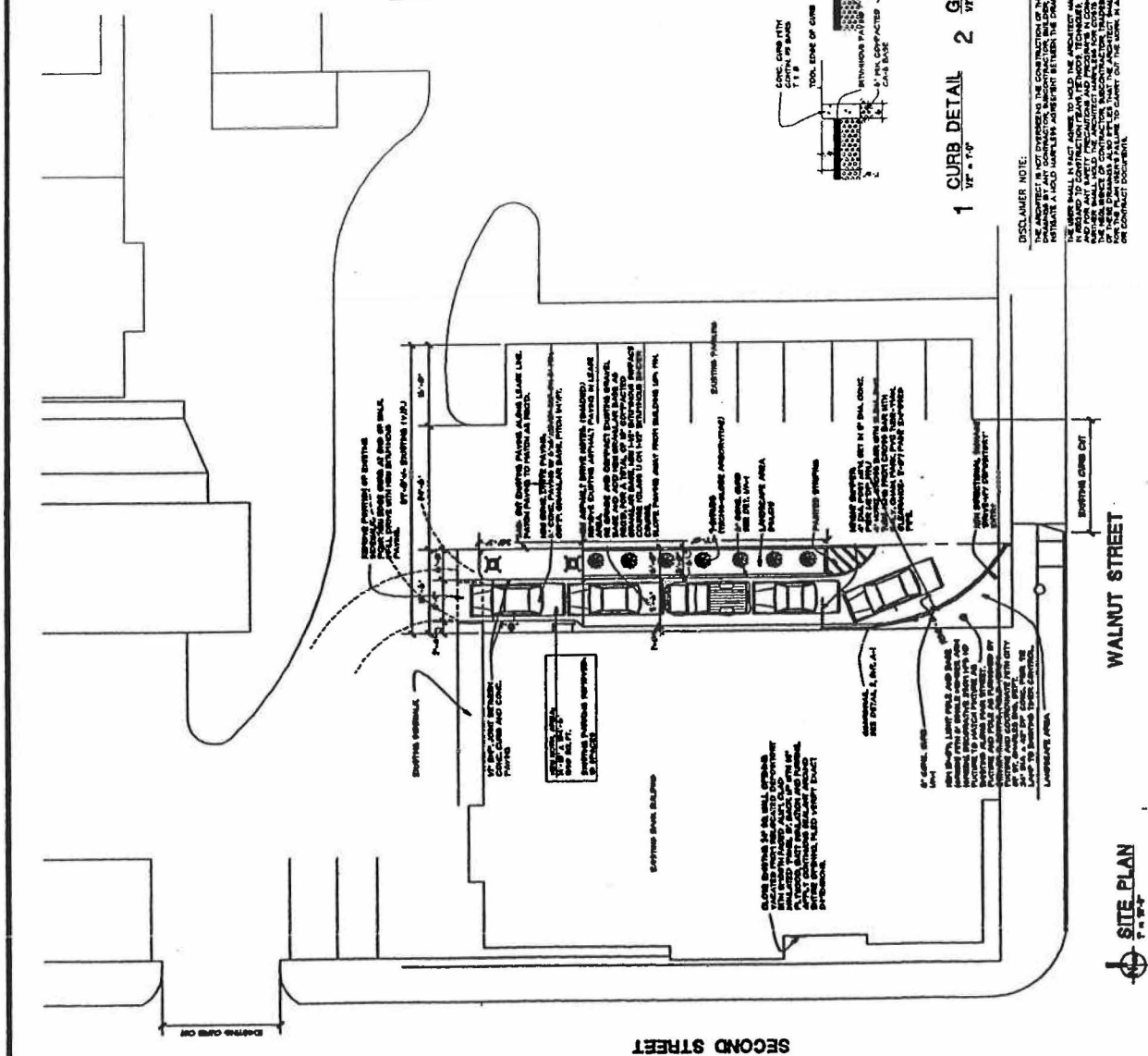


2 GUARD RAIL DETAIL
1/4" = 1'-0"



DISCLAIMER NOTE:
THE ARCHITECT IS NOT RESPONSIBLE FOR THE CONSTRUCTION OF THIS BUILDING. THE USE OF THE ARCHITECT'S DESIGN AND CONSTRUCTION DOCUMENTS IS LIMITED TO THE PROJECT AND SITE DESCRIBED HEREIN. THE ARCHITECT IS NOT RESPONSIBLE FOR THE CONSTRUCTION OF THIS BUILDING. THE USE OF THE ARCHITECT'S DESIGN AND CONSTRUCTION DOCUMENTS IS LIMITED TO THE PROJECT AND SITE DESCRIBED HEREIN.

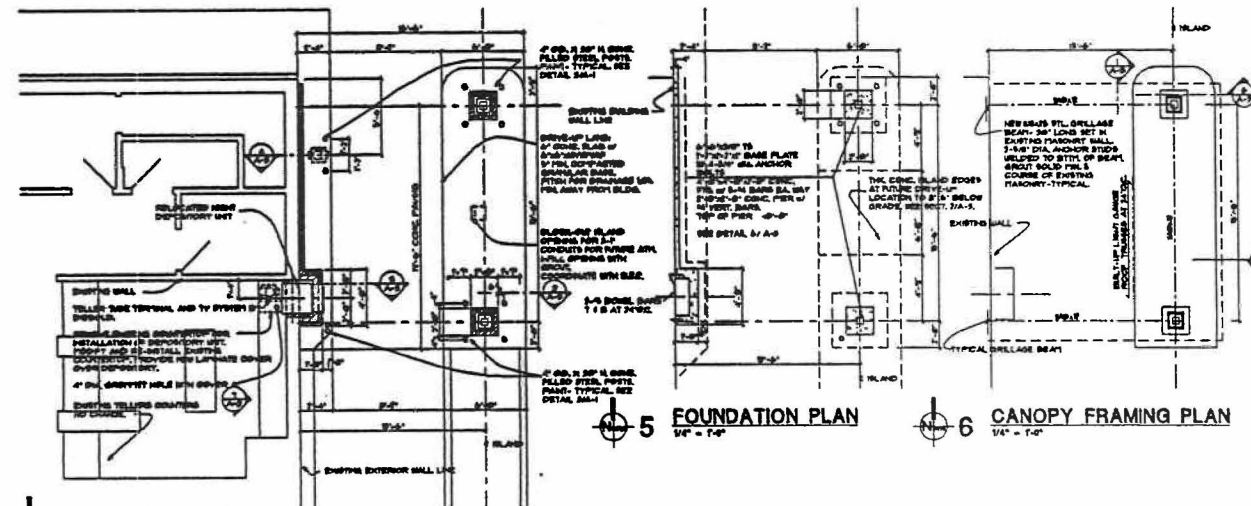
- GENERAL NOTES:
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MISSOURI BUILDING CODE, AS AMENDED, AND THE LATEST EDITION OF THE MISSOURI ELECTRICAL CODE, AS AMENDED.
 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MISSOURI BUILDING CODE, AS AMENDED, AND THE LATEST EDITION OF THE MISSOURI ELECTRICAL CODE, AS AMENDED.
 3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MISSOURI BUILDING CODE, AS AMENDED, AND THE LATEST EDITION OF THE MISSOURI ELECTRICAL CODE, AS AMENDED.
 4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MISSOURI BUILDING CODE, AS AMENDED, AND THE LATEST EDITION OF THE MISSOURI ELECTRICAL CODE, AS AMENDED.
 5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MISSOURI BUILDING CODE, AS AMENDED, AND THE LATEST EDITION OF THE MISSOURI ELECTRICAL CODE, AS AMENDED.
 6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MISSOURI BUILDING CODE, AS AMENDED, AND THE LATEST EDITION OF THE MISSOURI ELECTRICAL CODE, AS AMENDED.
 7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MISSOURI BUILDING CODE, AS AMENDED, AND THE LATEST EDITION OF THE MISSOURI ELECTRICAL CODE, AS AMENDED.
 8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MISSOURI BUILDING CODE, AS AMENDED, AND THE LATEST EDITION OF THE MISSOURI ELECTRICAL CODE, AS AMENDED.
 9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MISSOURI BUILDING CODE, AS AMENDED, AND THE LATEST EDITION OF THE MISSOURI ELECTRICAL CODE, AS AMENDED.
 10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MISSOURI BUILDING CODE, AS AMENDED, AND THE LATEST EDITION OF THE MISSOURI ELECTRICAL CODE, AS AMENDED.



SITE PLAN
1/4" = 1'-0"

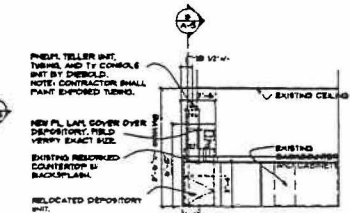
WALNUT STREET

SECOND STREET

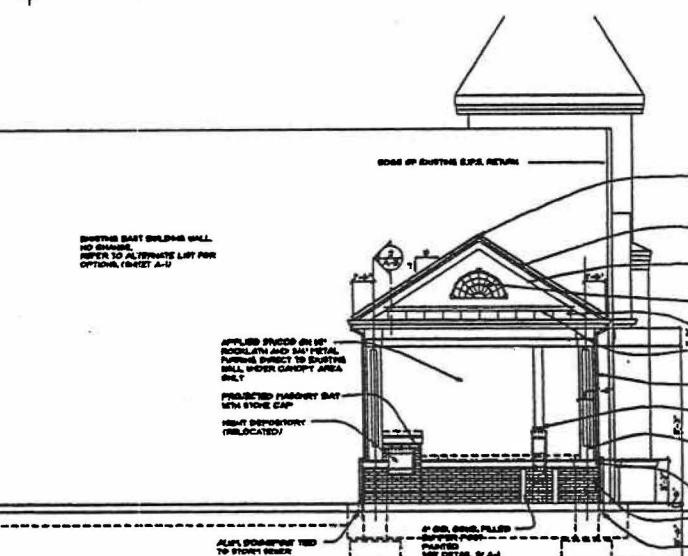


4 FOUNDATION PLAN
1/4" = 1'-0"

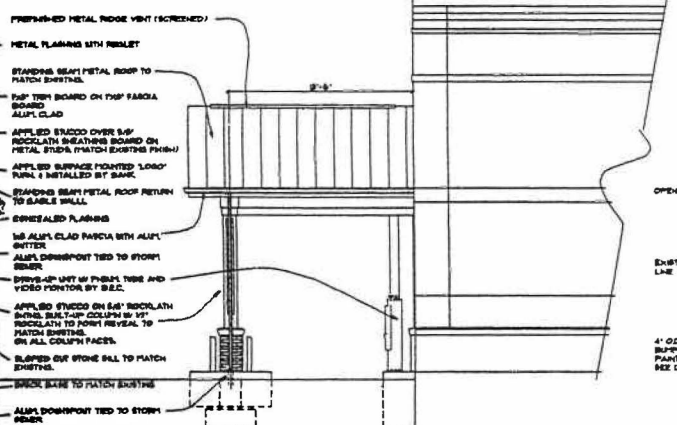
6 CANOPY FRAMING PLAN
1/4" = 1'-0"



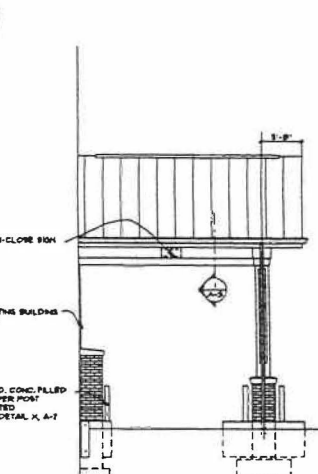
7 INTERIOR ELEVATION
1/4" = 1'-0"



1 EAST ELEVATION
1/4" = 1'-0"



2 NORTH ELEVATION
1/4" = 1'-0"



3 SOUTH ELEVATION
1/4" = 1'-0"

<p>Architect</p> <p>LAQUAN ARNOLD</p> <p>1204 OLD MILL LANE</p> <p>ANN ARBOR, MI 48106</p> <p>PH: (313) 432-8771</p> <p>FAX: (313) 432-8888</p>	<p>Building Owner</p> <p>THE PRIVATE BANK</p> <p>14 SOUTH SECOND STREET</p> <p>ST. CHARLES, ILLINOIS</p>	<p>Proposed Drive-Up Addition For:</p> <p>THE PRIVATE BANK</p>	<p>Project No.</p> <p>Date</p> <p>Scale</p> <p>Sheet</p>
<p>Architect</p> <p>LAQUAN ARNOLD</p> <p>1204 OLD MILL LANE</p> <p>ANN ARBOR, MI 48106</p> <p>PH: (313) 432-8771</p> <p>FAX: (313) 432-8888</p>	<p>Building Owner</p> <p>THE PRIVATE BANK</p> <p>14 SOUTH SECOND STREET</p> <p>ST. CHARLES, ILLINOIS</p>	<p>Proposed Drive-Up Addition For:</p> <p>THE PRIVATE BANK</p>	<p>Project No.</p> <p>Date</p> <p>Scale</p> <p>Sheet</p>

A-2

A-3

Architect
LADDERMAN
1000 OLD MILL LANE
FISHERVILLE, MISSISSIPPI 39043
FAC: (601) 438-8878
FAX: (601) 438-8888

Proposed Drive-Up Addition For:
THE PRIVATE BANK
24 NORTH BROAD STREET
ST. CHARLES, MISSISSIPPI 39176
Building Owner:
TOMMAGNA REALTY, L.L.C.
1444 KENNEDY DRIVE
ST. CHARLES, MISSISSIPPI 39176
TEL: (601) 542-5008

1 CANOPY SECTION
1" = 1'-0"

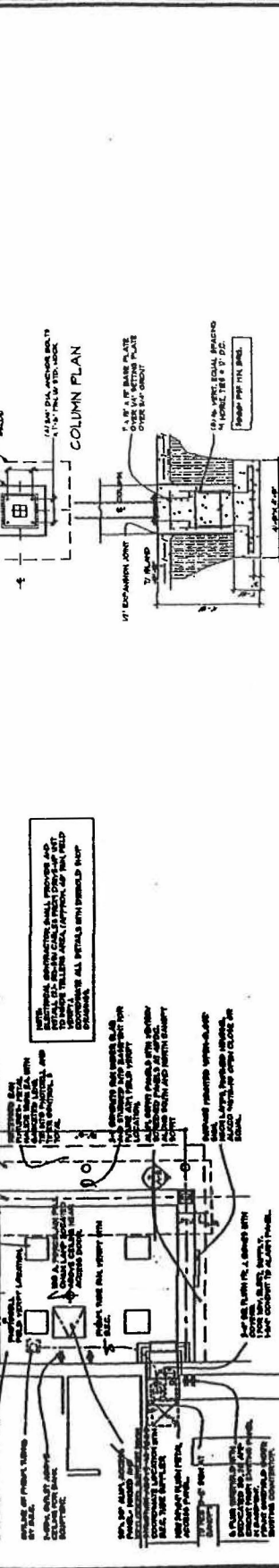
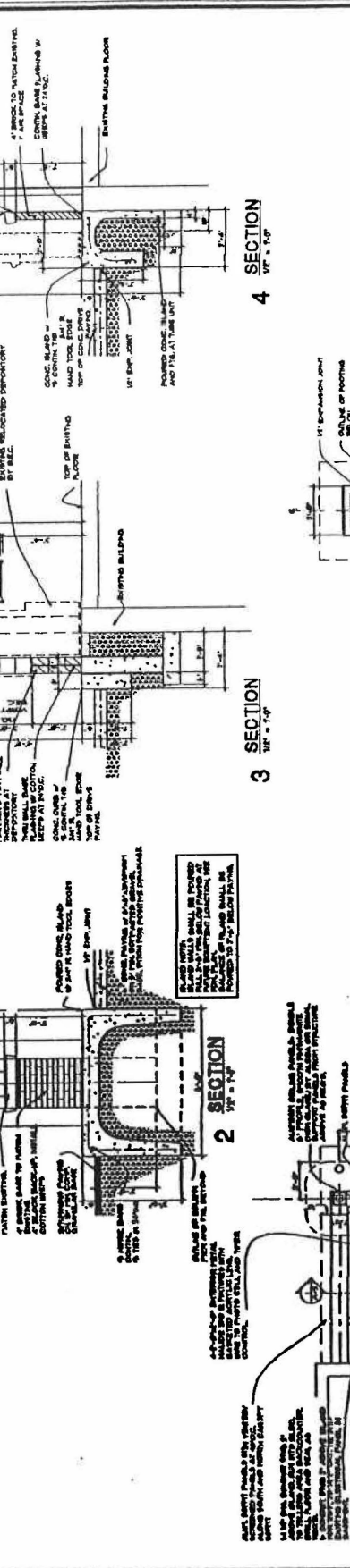
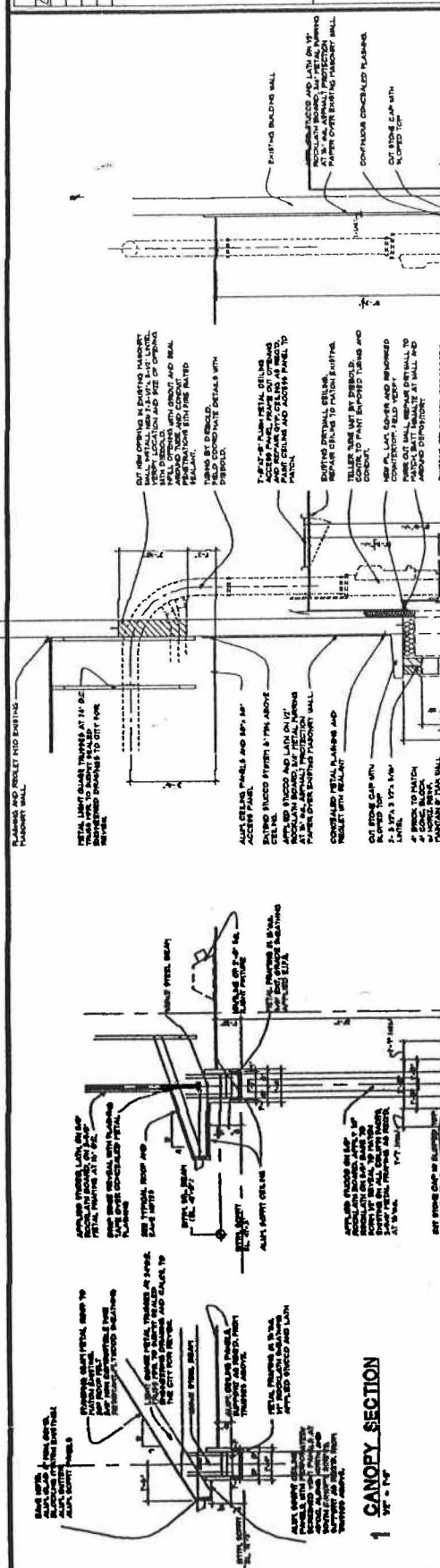


EXHIBIT C

LEGAL DESCRIPTION OF PREMISES

24 South Second Street

THE SOUTHERLY 100.00 FEET OF THE WESTERLY 16.50 FEET OF LOT 6 IN BLOCK 39 OF THE ORIGINAL TOWN OF ST. CHARLES, IN THE CITY OF ST. CHARLES, KANE COUNTY ILLINOIS.