

AGENDA
ST. CHARLES CITY COUNCIL MEETING
MONDAY, MAY 18, 2020 – 7:05 P.M.
CITY COUNCIL CHAMBERS
2 E. MAIN STREET

For instructions on how to access the meeting remotely follow the link below:

<https://www.stcharlesil.gov/events/public-meetings/2020/13809>

Please Mute Your Phone to Avoid Sharing Background Noise

- 1. Call to Order.**
- 2. Roll Call.**
- 3. Invocation.**
- 4. Pledge of Allegiance.**
- 5. Administrative**
 - a. Electric Reliability Report – Information only.
 - b. Video Gaming Statistics April, 2020 – Information only.
- 6. Presentations**
 - Presentation of a Proclamation Declaring June 5, 2020 as National Gun Violence Awareness Day in the City of St. Charles.
- 7. 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.**
- *8.** Motion to accept and place on file minutes of the regular City Council meeting held April 27, 2020.
- *9.** Motion to approve and authorize issuance of vouchers from the Expenditure Approval List for the period of 04/20/2020 – 05/03/2020 the amount of \$1,509,683.51.

I. New Business

- A. Presentation of a Recommendation from Mayor Rogina to appoint John Stock to the St. Charles Youth Commission.
- B. Presentation of a Recommendation from Mayor Rogina to appoint Ryan Bongard to the Zoning Board of Appeals.
- C. Presentation of a Recommendation from Mayor Rogina to reappoint Angela Churchill to the Natural Resources Commission.

- D. Recommendation to approve an **Ordinance** Providing for the Issuance of General Obligation Corporate Purpose Bonds, Series 2020 in an Aggregate Amount Not To Exceed \$21,600,000, Of the City Of St. Charles, Kane And DuPage Counties, Illinois, for the Purpose Of Financing Certain Capital Improvements Within Said City and Refunding Certain of the City's Outstanding Bonds, Providing for the Levy of a Direct Annual Tax Sufficient to Pay the Principal of and Interest on Said Bonds, and Authorizing the Sale of Said Bonds to the Purchaser Thereof.
- *E. Recommendation to approve Budget Revisions for April, 2020.
- *F. Recommendation to approve an Agreement with Infor (Us) for Annual Software Maintenance and Support Services For \$164,789.
- G. Recommendation to approve an Agreement with Continental Resources to Provide Network Equipment and Implementation Services for a Not-To-Exceed Cost Of \$750,298 and Approval of a Budget Amendment to Fund the Project for FY 2020-2021 in the Amount of \$750,298.
- *H. Recommendation to approve a 1-year Agreement for Governmental Consulting with Bricor Consulting in the amount of \$28,800 for FY 2020/2021.
- *I. Recommendation to approve an **Ordinance** Granting Approval of a Minor Change to PUD Preliminary Plan for Fiore Salon Suites (Part of Lot 2, Tyler & 64 Business Park PUD).
- J. Recommendation to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to Execute a Second Amendment to License Agreement between the City of St. Charles and First Street Building 3 Phase II St. Charles Condominium Association (First Street Building #3 Balconies).
- K. Recommendation to Consider the Request to Vacate a Portion of a Public Access and Utility Easement Adjacent to ZaZa's Trattoria, 5 S. 1st Street, and the First Street West Plaza.
- *L. Recommendation to approve a **Resolution** Authorizing a 5-Year Contract Extension with National Power Rodding for Storm Sewer Maintenance.
- *M. Recommendation to approve a **Resolution** Authorizing the 2020 Farm Land Lease and Biosolids Application Agreement with Managers Brothers Farms.
- *N. Recommendation to approve a **Resolution** Authorizing a Construction Engineering Agreement for the 2nd and Delnor Avenues Improvement Project with HR Green, Inc.
- *O. Recommendation to approve a **Resolution** Authorizing a Construction Contract for the 2nd and Delnor Avenues Improvement Project with A. Lamp Concrete Contractors.
- *P. Recommendation to Approve a Proposal for a Parking Lot Closure, Amplification Permit, and Class E4 Liquor License for the Pollyanna Summer Soiree to be held in City Parking Lot Second Court Rescheduled for October 17, 2020 from 3:00 pm to 11:00 pm. *This special event is being recommended for approval with the caveat that all approvals are contingent upon any governmental sanctions regarding public gatherings, social distancing, etc., pertaining to COVID-19.*

- *Q. Recommendation to Approve a Proposal for a Road Closure, Amplification Permit, and Class E1 Liquor License for the St. Charles Craft Beer Festival to be held at Lincoln Park, St. Charles, Rescheduled for Saturday, September 26, 2020 from 12:00 to 5:00 pm. *This special event is being recommended for approval with the caveat that all approvals are contingent upon any governmental sanctions regarding public gatherings, social distancing, etc., pertaining to COVID-19.*
- *R. Recommendation to Approve Street Closure for the Annual Baker Memorial Farmers Market from June, 2020 through October, 2020. *This special event is being recommended for approval with the caveat that all approvals are contingent upon any governmental sanctions regarding public gatherings, social distancing, etc., pertaining to COVID-19.*
- S. Recommendation to approve a **Resolution** Authorizing the Execution of an Agreement between the City of St. Charles and Local Union No. 330 International Brotherhood of Teamsters.

II. Committee Reports

A. Government Operations

None

B. Government Services

None

C. Planning and Development

- *1. Motion to accept and place on file Plan Commission Resolution No. 25-2019 A Resolution Recommending Approval of a General Amendment to Ch. 17.16 “Office/Research, Manufacturing and Public Land Districts” to add Recreational Cannabis Dispensing Organization as a Special Use in the M-2 District.
- 2. Motion to approve An **Ordinance** Denying an Amendment to Title 17 of the St. Charles Municipal Code Entitled “Zoning”, Ch. 17.16 “Office/Research, Manufacturing and Public Lands Districts”, Table 17.16-1 “Permitted and Special Uses” to add Recreational Cannabis Dispensing Organization as a Special Use in the M-2 Limited Manufacturing District. ***(Deny the General Amendment)***
- 3. Motion to approve An **Ordinance** Amending Title 17 of the St. Charles Municipal Code Entitled “Zoning”, Ch. 17.16 “Office/Research, Manufacturing and Public Lands Districts”, Table 17.16-1 “Permitted and Special Uses” to add Recreational Cannabis Dispensing Organization as a Special Use in the M-2 Limited Manufacturing District ***(Approve the General Amendment)***
- *4. Motion to accept and place on file Plan Commission Resolution No. 26-2019 A Resolution Recommending Approval of an Application for Special Use for Recreational Cannabis Dispensing Organization for Zen Leaf St. Charles, 3714 Illinois Ave. (Healthway Services of West Illinois, LLC).

5. Motion to approve An **Ordinance** Denying a Special Use for a Recreational Cannabis Dispensing Organization in the M-2 Limited Manufacturing District (3714 Illinois Ave. – Zen Leaf St. Charles). (*Deny the Special Use*)
6. Motion to approve An **Ordinance** Granting Approval of a Special Use for a Recreational Cannabis Dispensing Organization in the M-2 Limited Manufacturing District (3714 Illinois Ave. – Zen Leaf St. Charles) (*Approve the Special Use*)
7. Motion to Approve an **Ordinance** Approving and Authorizing the Execution of the Redevelopment Agreement by and between R&B Development, LLC and the City of St. Charles, Kane and DuPage Counties, Illinois (First Street Redevelopment Lot 7, Building 7B).
- *8. Motion to accept and place on file Plan Commission Resolution No. 5-2020 A Resolution Recommending Approval of a PUD Preliminary Plan for Building #7B of the First Street Redevelopment PUD (R&B Development, LLC).
9. Motion to Approve an Ordinance Granting Approval of a PUD Preliminary Plan for First Street Building #7B (R&B Development, LLC).
10. **Additional Items from Mayor, Council, Staff, or Citizens**
 - A. **Executive Session**
 - Personnel – 5 ILCS 120/2(c)(1)
 - Pending Litigation – 5 ILCS 120/2(c)(11)
 - Probable or Imminent Litigation – 5 ILCS 120/2(c)(11)
 - Property Acquisition – 5 ILCS 120/2(c)(5)
 - Collective Bargaining – 5 ILCS 120/2(c)(2)
 - Review of Executive Session Minutes – 5 ILCS 120/2(c)(21)

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).



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5a

Title: Electric Reliability Report – Information Only

Presenter: Paul Hopkins

Meeting: Government Services Committee

Date: May 18, 2020

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

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

For Information Only.

Attachments *(please list):*

- April 2020 Outage Report
- April 2020 Streetlight Repair Report

Recommendation/Suggested Action *(briefly explain):*

For information only.

Streetlight Repair Report

Expectation: Streetlights will be repaired within 10 days of notification.

Fiscal Year	Number of Lights Repaired	Average Days to Repair
2019	873	5.7

2020

Month Light Was Repaired	Number of Lights Repaired	Average Days to Repair
May	27	10.0
June	27	5.7
July	24	6.1
August	27	7.2
September	51	5.7
October	83	8.3
November	103	6.9
December	91	9.7
January	157	4.1
February	35	9.3
March	33	3.1
April	123	6.2



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5b

Title: Video Gaming Statistics – Information Only

Presenter: Jim Keegan, Chief of Police

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

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

Latest statistics on video gaming and what businesses have been approved by the state and city staff of the St. Charles Police Department, pending applications into the state for approval, and January 2012 – April 2020 report for St. Charles Video Gaming Revenue as of April 2020.

Please note the following:

- The Arcada Theatre is approved but not operational due to remodeling.
- Alexanders has opted not to install any machines but they have been approved by the state.

Due to the COVID-19 crisis, video gaming operations were suspended by the State as of March 16, 2020. No activity was reported in April, 2020.

Attachments *(please list):*

Table – Current Licensed Video Gaming Establishments/Pending Applicants

Recommendation/Suggested Action *(briefly explain):*

None – For Information Only

City of St. Charles
Video Gaming Statistics
April, 2020

LICENSED ESTABLISHMENTS	CORPORATION NAME	ADDRESS	
Alexanders Café	Alexanders Café, Inc.	1650 W. Main St.	St. Charles
Alibi Bar & Grill	Alibi Bar & Grill, Ltd.	12 N. 3rd St.	St. Charles
Alley 64	Alley 64, Inc.	212 W. Main St.	St. Charles
Arcada Theatre	Onesti Entertainment Corp.	105 E Main St.	St. Charles
Rookies	BK & MM Ventures, LLC	1545 W. Main St.	St. Charles
Crazy Fox	Crazy Fox, LLC	104 E Main St	St. Charles
Dawn's Beach Hut	Dawn's Café, LTD	8 N Third St.	St. Charles
Main Street Pub	Main Street Pub	204 W Main St	St. Charles
The Filling Station	Health Nuts, Ltd.	300 W Main St.	St. Charles
St. Charles Bowl	LA Manson Corp.	2520 W Main St	St. Charles
Second Street Bar & Grill	Mark VII Hospitality, Ltd.	221 S. 2nd Street	St. Charles
Brown's Chicken	NLHM, Inc.	1910 Lincoln Highway	St. Charles
The Evergreen Pub & Grill	Northwoods Pub and Grill, LLC	1400 W Main St	St. Charles
R House	SCMC Enterprises, Inc.	214 W Main Street	St. Charles
Riverside Pizza & Pub	Riverside Pizza, Inc.	102 E Main St	St. Charles
Spotted Fox Ale House	St. Charles Sports LLC	3615 E. Main St.	St. Charles
Tap House Grill	Tap House Grill St. Charles, LLC	3341 W Main St.	St. Charles
St. Charles Moose Lodge 1368	St Charles Moose Lodge 1368	2250 W Rt. 38	St. Charles
PENDING ESTABLISHMENTS	CORPORATION NAME	ADDRESS	
Yummy Place	Yummy Place Burrito Los Asaderos, Inc.	2400 E. Main Street	St. Charles
Throwbacks Sports Bar	Jay's & N Inc.	1890 W Main Street	St. Charles



City of St. Charles
ILLINOIS

Proclamation

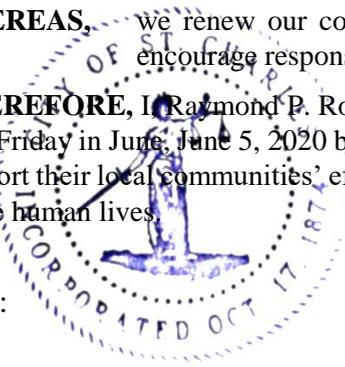
National Gun Violence Awareness Day – June 5, 2020

- WHEREAS,** every day, more than 100 Americans are killed by gun violence and on average there are more than 13,000 gun homicides every year; and
- WHEREAS,** Illinois has 1363 gun deaths every year, with a rate of 10.6 deaths per 100,000 people. Illinois has the 37th highest rate of gun deaths in the US; and
- WHEREAS,** protecting public safety in the communities they serve is one of the Mayor's highest responsibilities; and
- WHEREAS,** support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and
- WHEREAS,** mayors and law enforcement officers know their communities best, and are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and
- WHEREAS,** the pandemic facing America has drastically impacted communities and individuals sheltering in place which may result in situations where access to firearms results in increased risk in intimate partner violence gun deaths, suicide by gun and unintentional shootings; and
- WHEREAS,** the idea of a National Gun Violence Awareness Day was inspired by a group of Chicago high school students, friends of Hadiya Pendleton, to honor her memory and remind us to honor all whose lives have been lost. Wearing orange on the First Friday of June as a day to raise awareness of gun violence comes from these same students who chose this color because hunters wear orange to announce themselves to other hunters; and
- WHEREAS,** anyone can join this campaign by pledging to wear orange the first Friday in June, June 5th, 2020 and will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and
- WHEREAS,** we renew our commitment to reduce gun violence and pledge to do all we can to encourage responsible gun ownership.

THEREFORE, I, Raymond P. Rogina, Mayor of the City of St. Charles, do hereby proclaim that the first Friday in June, June 5, 2020 be National Gun Violence Awareness Day. I encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

Raymond P. Rogina, Mayor

SEAL:



**ST. CHARLES CITY COUNCIL SPECIAL MEETING
RAYMOND P. ROGINA, MAYOR**

**MONDAY, APRIL 27, 2020 – 7:00 P.M.
CITY COUNCIL CHAMBERS
2 E. MAIN STREET**

1. **Call to Order** 7pm by Mayor Rogina
2. **Roll Call**
Council Chambers – Silkaitis, Payleitner, Turner, Pietryla, Vitek, Bessner
Via Teleconference – Stellato, Lemke, Bancroft, Lewis
Absent - None
3. **Invocation** by Ald. Payleitner
4. **Pledge of Allegiance**
5. **Administrative**
 - a. Video Gaming Statistics – Information Only
 - b. Fuel Tax Receipts February 2020 – Information Only
 - c. Electric Reliability Report – Information Only
6. **Presentations**
 - Presentation of a Proclamation Declaring May 1, 2020 through May 9, 2020 as Public Service Recognition Week in the City of St. Charles.
 - Presentation of a Proclamation Declaring May 10, 2020 through May 16, 2020 as Police Week in the City of St. Charles.
7. **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.
- *8. Motion by Ald. Stellato and seconded by Ald. Silkaitis to accept and place on file minutes of the regular City Council meeting held April 6, 2020.

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

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

- *9. 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 3/23/2020-4/5/2020 in the amount of \$789,059.89, and the Expenditure Approval List for the period of 4/06/2020-04/19/2020 in the amount of \$4,981,312.03.

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

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

I. New Business

- *A. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve a **Resolution 2020-17** Awarding the Bid for Asphalt Materials to Plote Construction.

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

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

- *B. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve a **Resolution 2020-18** Awarding the Bid for Concrete Materials to Prairie Material.

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

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

- *C. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve a **Resolution 2020-19** Awarding the Bid for Hauling Services to E.D. Shands, LLC.

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

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

- *D. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve a **Resolution 2020-20** Awarding the Bid for Stone and Gravel Material to Viking Brothers, Inc.

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

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

- *E. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve a **Resolution 2020-21** Authorizing the Mayor and City Clerk of the City of St. Charles to execute a Five-Year **Contract** Extension for Mosquito Abatement Services to Clarke Environmental Mosquito Management, Inc.

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

MOTION CARRIED

- *F. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve a **Resolution 2020-22** to Authorize a Five-Year **Contract** for Landscape Maintenance Services to Cornerstone Partners Horticultural Services Co. in the amount of \$31,249.68 per year.

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

MOTION CARRIED

- *G. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve a **Resolution 2020-23** Authorizing the Mayor and City Clerk of the City of St. Charles to execute a One-Year Contract Extension for Street Sweeping Services to Lakeshore Recycling Systems.

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

MOTION CARRIED

- *H. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve a **Resolution 2020-24** Authorizing the Mayor and the City Clerk of the City of St. Charles to Waive the Bid Procedure for 2020/2021 ordering gasoline & diesel Fuel (bio-diesel) per order on an as needed basis, to Al Warren Oil Co, Bell Fuel, Buchanan Energy, Feece Oil, Gas Depot Oil Co, & Parent Petroleum.

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

MOTION CARRIED

- *I. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve a **Resolution 2020-25** Authorizing the Mayor and the City Clerk of the City of St. Charles to Waive the Bid Procedure & allow “Spot Buying” of Cable & Transformers on as as-needed basis 2020/2021, to Anixter, EESCO, Universal Utility Supply, & RESCO, respectively.

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

MOTION CARRIED

- *J. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve a **Resolution 2020-26** Authorizing the Mayor and the City Clerk of the City of St. Charles to Waive the Bid Procedure and Accept the Blanket Switchgear Quote from Federal Pacific for Stock Switchgear for Fiscal Year 2020/21.

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

MOTION CARRIED

- *K. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve a **Resolution 2020-27** Authorizing the Mayor and the City Clerk of the City of St. Charles to Waive the Bid Procedure and Accept the Blanket Cable Quote from Anixter, Inc., for Okonite Cable for Fiscal Year 2020/21.

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

MOTION CARRIED

- *L. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve a **Resolution 2020-28** to approve Construction Engineering Agreement for the South 7th Avenue Resurfacing Project with Hampton, Lenzini and Renwick, Inc. in an amount not to exceed \$95,820.

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

MOTION CARRIED

- ***M.** Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve a **Resolution 2020-29** Authorizing the Mayor and City Clerk of the City of St. Charles to approve a Contract for Traffic Signal Maintenance with Meade, Inc.

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

MOTION CARRIED

- ***N.** Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve a **Resolution 2020-30** to Award the Bid for Well # 9 Electrical Improvements and Generator Replacement to Newcastle Electric, Inc. in the amount of \$177,250.

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

MOTION CARRIED

- ***O.** Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve a **Resolution 2020-31** to Approve Professional Service Agreement for Well #7 and #13 Interconnection Project to Trotter and Associates, Inc. in the amount of \$867,000.

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

MOTION CARRIED

- ***P.** Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve a **Resolution 2020-32** Approve Contract Extension for Water, Sanitary Sewer and Storm Sewer Underground Point Repairs to Mid-American Underground in the amount of \$650,000.

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

MOTION CARRIED

- ***Q.** Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve a **Resolution 2020-33** to approve Engineering Services Agreement for Basin SCO5 Phase 1 Flow Monitoring with Engineering Enterprises, Inc. in an amount not to exceed \$87,533.

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

MOTION CARRIED

- ***R.** Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve a **Resolution 2020-34** Approving an Electric Easement at 2445 Dean Street Entrance.

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

MOTION CARRIED

- ***S.** Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve a **Resolution 2020-35** Awarding the bid for Directional Boring Services and Landscape Restoration Services to Archon Construction Company in the amount of \$250,000.

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

MOTION CARRIED

- ***T.** Motion by Ald. Stellato and seconded by Ald. Silkaitis to Approve a **Resolution 2020-36** Authorizing the Mayor and the City Clerk of the City of St. Charles to Approve the Award of One (1) 2020 Altec Model DB37 Hydraulic Derrick "Backyard" Machine and Sell the replaced Altec Model DB30 unit number 2184 and its trailer unit number 2183.

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

MOTION CARRIED

Koenen – This is an extension to the executive powers that have been granted before and this order would pick up May 4th, and would then end when the governor's orders have lifted. Executive order number 2 talks about masks and an if needed, enforcement of those that do not comply with face covering. The courts have upheld a ruling of a downstate lawsuit that could have ramifications to the stay home order and we are watching this as it will play through the courts and how it is ruled will have bearing on our orders also. Nick Peppers can also answer questions as needed.

Rogina – I'd like to make clear, any executive powers granted to the mayor's office, I would bring these issues to the council to ratify and leave the decision to you, in regards to things like the mask issue. IN regards to the ruling in Clay County, as someone who's studied law in my teaching career, I understand the issue here, it's the governor's powers verses the argument that there needs to be legislative backing, I get that and it is a dialog for the courts.

Payleitner – In the COVID IML update, it says that this ruling only applies to the one rep, he is the only one that doesn't have to abide the rules.

Rogina – If a judge rules in his favor, it has impact in Clay County, not in St. Charles, am I correct Mr. Peppers?

Peppers – That is correct, that order was for specific for that gentleman and opens the door for other suits to be filed and until it ends up in the Illinois Supreme Court, it only impacts the one person.

Payleitner – Listening to the governor, and I don't want to speak for Rep. Bailey, but this is more a call for the governor to allow the reps back in Springfield and allow them to do the work of the people, they need to be helping with the decisions. I think this is what is prompting this, the message is clear to the governor and all forms of government need to be doing their work, ourselves included, school boards are, local governments are but Springfield isn't. It is a push to get back to work. Also, to be clear, this extension would say that as long as Illinois has a state of emergency, St. Charles will also, correct?

Rogina – I agree, well said on your points and to the last point, yes and Nick, can you speak more on that?

Peppers – This body has the authority to extend that state of emergency, should you choose not to extend it, it would end on May 4th. The ordinance is setup that if the emergency is rescinded or expires, then it would hold true to that.

Payleitner – That's part of my concern is that, we may not see an end to this for six months, maybe a year and a half. To link this to just the pandemic, may not be the smartest thing.

Rogina – That's why we've done this in chunks. As Nick says, if you choose to shoot this down, the effect is that there are no super powers and everything comes before you guys, I'm not saying that you will, I'm just giving you the options. The governors order on masks are still in play but if someone were to not use one in a store, the police don't have much authority to do anything about it, this gives them that option. This is not setup because we want to penalize people, each person has their own ideas of all of this.

Turner – Attorney Peppers, if this is still in the courts on May 1, are the governor's authority gone?

Peppers – No, that ruling only applies to that one person, its not set for status until next week and the governor is trying to get a stay of that order in the next few days and it will continue to work through and until there is a general ruling saying it is unconstitutional, the order stays in effect.

Turner – If someone files a class action, this whole thing could be up in the air, yes?

Peppers – It would depend on the class action and whom the order is presented against.

Lemke – I encourage businesses to encourage customers to wear mask and the stores have ability to refuse service to those who don't comply, is that correct?

Koenen – That is correct, they can refuse service and ask customer to return and get a mask and that is being done already in the Tri-Cities currently.

- U. Motion by Ald. Bessner and seconded by Ald. Pietryla to approve an **Ordinance 2020-M-15** Confirming and Extending a Declared State of Emergency Within the City of St. Charles Due to the COVID-19 Pandemic.

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

MOTION CARRIED

- V. Motion by Ald. Silkaitis and seconded by Ald. Payleitner to approve an **Ordinance 2020-M-16** Amending Title 13, "Public Utilities, Chapter 13.12 "Sewers" of the St. Charles Municipal Code to Allow for Changes in the Rate Structure for the Sewer Utility.

VOICE VOTE: AYE – UNANIMOUS NAY-NONE ABSENT: NONE MOTION CARRIED

- W. Motion by Ald. Bessner and seconded by Ald. Turner to approve an **Ordinance 2020-M-17** Amending Title 13, "Public Utilities, Chapter 13.16 "Water" of the St. Charles Municipal Code to Allow for Changes in the Rate Structure for the Water Utility.

VOICE VOTE: AYE – UNANIMOUS NAY-NONE ABSENT: NONE MOTION CARRIED

- X. Motion by Ald. Pietryla and seconded by Ald. Payleitner to approve the Service Agreement with the History Museum for FY 2020-2021 in the amount of \$46,000.

Payleitner – I made this comment when these groups came before us to ask for these funds, they have their own budgets and adjustments to be made in this current time, we all have, I'm okay to approve the funding for this year but, post-COVID, I want to be on the record and issue a warning that this money may not be here next year.

Rogina – If I may comment, to echo you, Mr. Koenen and I met with the Business Alliance and looking ahead for the year, we spoke almost those same words, I wanted to point that out.

VOICE VOTE: AYE – UNANIMOUS NAY-NONE ABSENT: NONE MOTION CARRIED

Silkaitis – Since some of this funding is through the Hotel/Motel tax, could that be decreased because of the pandemic? Or is this based on last year's numbers?

Minick – The service agreement locks us into that funding level for 2020/2021. Once this is approved, it is set for the year. The tax structure of the hotel/motel tax ordinance states that the residual amounts, after outside organizations are funded, the balance goes into the city's general fund. If this is approved for the proposed amount, and there was a reduction in the hotel/motel tax, that balance would come from the general fund. We could seek agreement from the Business Alignment and see if they would agree to a voluntary reduction if that becomes the case.

Silkaitis – That is what I'd like to see happen because we will be on the hook and we don't know that that amount will be this year.

Rogina – You have one of two choices, you can take from the general fund or reduce the amount as he indicated.

Silkaitis – I would rather not borrow from the general fund because that may be taking a hit this year already. I'd like to see the tax monies to be split up among these organizations and not to come from the general fund.

Rogina – You're on the record saying that.

Koenen – In terms of the general fund, it is one bucket and in that bucket the revenues come from the hotel/motel tax, video gaming, liquor tax, property tax, sales taxes, and other resources feed into it. In that effect, how we've handled hotel/motel, we have used that to fund the museum, visitor's culture commission, alliance, Pride of the Fox and in the case of the alliance, they requested the funding that was discussed in committee and that comes from the hotel/motel tax, for almost \$700,000, the hotel/motel tax is \$2 million and that balance would be then into the city general fund. If, for example, the tax goes to \$50,000, the alliance would still receive their \$600,000 plus funding and the general fund, however would receive less money, it would not necessary mean we are spending general fund money, it is just receiving less revenue.

Silkaitis – That is how I read it and that is a problem for me.

Rogina – I think maybe it was Ald. Lemke who said in a prior meeting, as we move forward through COVID, you've directed staff to preset priorities on where we may cut if needed. That will be presented at some point. Staff is handling this now, and we don't really have a grip yet on what revenue losses may be. As the days move along, we will understand what that really looks like and right now might be too early.

Silkaitis – Mr. Peppers has told me that we are obligated to give them money, they are not obligated to give money back, is that correct?

Rogina – You just passed the History Museum, you're obligated to give them \$46,000. Same thing here, larger number but the same principle, vote it up or down, up to you.

Silkaitis – Can we cut, or can we ask them to take less?

Peppers – Regardless of the tax revenue, you're still obligated to pay the agreed amount and it would be made up through the general fund, should it be short. If your tax goes below, you're still obligated to the \$698,000. You would have to get an agreement from the organization to adjust and agree.

Silkaitis – After the fact, they would have to agree to it.

Lemke – Could that be done by renegotiation?

Rogina – Everything can be negotiated.

Lewis – When you spoke to them last week, did you bring up a renegotiation of this years contract?

Rogina – No, there was no discussion of that, I made the point and echoed what was talked about a few weeks about the future being murky and maybe discussing budget cuts, but nothing specific.

Lewis – It was not for this year's budget, you were speaking about next year's budget but I think Ron is talking about this year's budget.

Rogina – 2020/2021 is what he is talking about, there is no motion on the floor at this point to approve this service agreement.

Vitek – We've discussed this many times and we depend on them for marketing and not everyone agrees on that but we just approved the history museum and there is always a what if, we are all planning for what if and until we know more, I think we do need to move forward to these groups that we have already discussed and approve them. There might be more discussion but I'm happy to make the motion.

Y. Motion by Ald. Vitek and seconded by Ald. Lemke to approve a Service Agreement with the St Charles Business Alliance in the Amount of \$698,600 for Fiscal Year 2020-2021.

Payleitner – I wanted to comment before the motion but that's okay. We had to take reserve funds to balance this years budget, I talked to Mr. Minick and he explained it all to me but remind me, did we take Pheasant Run into account when this years budget was proposed?

Minick – Yes we did.

Payleitner – I think that was a big hit for us, I wonder in that regards, perhaps we need to alert for next year that there will be an additional hit.

Rogina – I think the council has already sent out that alert, not only to next years budget, but to this year's budget also. There may be tough choices to be made. The work of this group, the chamber and all these others that are in the weeds since the COVID started, they are effective with helping the businesses. From my seat, we don't know what the next few months will bring but for the moment, this is a good expenditure.

Payleitner – I think the point Ald. Vitek was making, these groups have already put their budgets forward and made their plans for the coming year and it would be unkind to pull the run out for this year, but moving forward we need to pay as promised and with the large unknown ahead, heads up.

Rogina – You and Ald. Silkaitis are already on the record saying that and there is nothing wrong with that at all.

Payleitner – If anything, we will need a big marking push once this all lifts.

Rogina – Trust me when I say that their business footprint has changed since their budgets were presented.

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

MOTION CARRIED

- Z.** Motion by Ald. Payleitner and seconded by Ald. Pietryla to Approve a **Resolution 2020-37** for the One-Year Contract and Lease Agreement with A.I.D. (Association for Individual Development).

VOICE VOTE: AYE – UNANIMOUS NAY-NONE ABSENT: NONE MOTION CARRIED

- AA.** Motion by Ald. Silkaitis and seconded by Ald. Payleitner to Approve a **Resolution 2020-38** for the School Resource Officer Agreement for School Years 2020-2023.

VOICE VOTE: AYE – UNANIMOUS NAY-NONE ABSENT: NONE MOTION CARRIED

Rogina – This is all the same just the date changes, this has been part of the community for several years now, it's a great organization.

Payleitner – A question, as it applies to language, for this and the others coming along also, it is recommended for approval contingent upon any governmental sanctions regarding public gatherings, on the outside chance the governor says okay, I'm done and puts it on the municipalities, we too can make the call that no, we are not allowing large groups. Is that correct? I'm guessing that is the case, we are any governmental body.

Keegan – That would be an obvious question for Attorney Peppers, but I think what we just enacted earlier this evening gives the mayor that authority and could bring it back to city council as he sees needed.

Peppers – Only to the extent that this council continues to extend the declaration of emergency into September or October and going into the next item, yes any governmental action would be the mayor or this council might do.

Rogina – Something of that nature, I would bring to you for your approval or rejection, you have that power.

Payleitner – Right, provided that the emergency is in place. Right, thank you.

Lewis – To comment, I'd like to commend them for stepping up and seeing that this is something that would be difficult to do and talking into their own hands to secure another date and location and coming back to us. I'm happy that they've done that.

- BB.** Motion by Ald. Bessner and seconded by Ald. Pietryla to Approve a Proposal for a New Class E-1 Temporary Liquor License for the "Hops for Hope 5K" to be held at Mount Saint Mary Park Rescheduled for October 3, 2020.

VOICE VOTE: AYE – UNANIMOUS NAY-NONE ABSENT: NONE MOTION CARRIED

- CC.** Motion by Ald. Pietryla and seconded by Ald. Payleitner for Approval of 1st Street Plaza, Street, and Parking Lot Closures and Amplification License for the Fine Art Show Rescheduled for September 10-13, 2020, and now known as the St. Charles Fine Art & Jazz Weekend.

Rogina – You see that the same caveat applies here as in the last one.

VOICE VOTE: AYE – UNANIMOUS NAY-NONE ABSENT: NONE MOTION CARRIED

- DD.** Motion by Ald. Bessner and seconded by Ald. Pietryla to approve a **Resolution 2020-39** Authorizing and Directing the Mayor to Execute and the City Clerk to attest to the Execution of a Certain Extension of the Employment Agreement with Mark W. Koenen, City Administrator.

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

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

- EE.** Motion by Ald. Payleitner and seconded by Ald. Silkaitis for Mayor Rogina to Approve the Appointments of New Members to City Boards and Commissions for Fiscal Year 2020/2021.

VOICE VOTE: AYE – UNANIMOUS NAY-NONE ABSENT: NONE MOTION CARRIED

- FF.** Motion by Ald. Silkaitis and seconded by Ald. Payleitner for Mayor Rogina to Approve the Reappointments of Members to City Boards and Commissions for Fiscal Year 2020/2021.

VOICE VOTE: AYE – UNANIMOUS NAY-NONE ABSENT: NONE MOTION CARRIED

- GG.** Motion by Ald. Bessner and seconded by Ald. Pietryla for Mayor Rogina to Approve the Reappointment of City Administrator for Fiscal Year 2020/2021.

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

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

- HH.** Motion by Ald. Pietryla and seconded by Ald. Bessner for Mayor Rogina to appoint Scott Swanson as the Chief of Fire for the City of St. Charles.

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

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

- II.** Motion by Ald. Bessner and seconded by Ald. Pietryla for Mayor Rogina to appoint Department Directors as recommended by City Administrator Mark Koenen for Fiscal Year 2020/2021.

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

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

- JJ.** Motion by Ald. Silkaitis and seconded by Ald. Payleitner for Mayor Rogina to Approve the Reappointment of Tracey Conti as Deputy City Clerk for Fiscal Year 2020/2020.

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

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

- KK.** Motion by Ald. Bessner and seconded by Ald. Pietryla for Mayor Rogina to Approve the Reappointment of City Attorney Nicholas S. Peppers of the Law Firm Storino, Ramello & Durkin for Fiscal year 2020/2021.

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

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

- LL.** Motion by Ald. Bessner and seconded by Ald. Turner for Mayor Rogina to Approve the Reappointment of Prosecuting Attorney Timothy O’Neil for Fiscal Year 2020/2021.

VOICE VOTE: AYE – UNANIMOUS NAY-NONE ABSENT: NONE MOTION CARRIED

- MM.** Motion by Ald. Silkaitis and seconded by Ald. Payleitner for Mayor Rogina to Approve the Appointment of Patrick Crimmins as the Prosecuting Attorney for the City of St. Charles Liquor Control Commission for Fiscal Year 2020/2021.

VOICE VOTE: AYE – UNANIMOUS NAY-NONE ABSENT: NONE MOTION CARRIED

- NN.** Motion by Ald. Turner and seconded by Ald. Payleitner to approve an **Ordinance 2020-M-18** Amending Title 9 “Public Peace, Morals and Welfare”, Chapter 9.64 “Penalties”, Section 9.64.010 “Penalties” of the City of St. Charles Municipal Code

VOICE VOTE: AYE – UNANIMOUS NAY-NONE ABSENT: NONE MOTION CARRIED

II. Committee Reports

A. Government Operations

1. Motion by Ald. Lewis and seconded by Ald. Bancroft to approve a Proposal for an E4 Liquor License Application for Pollyanna Brewing Company’s Summer Soiree Event taking place on July 18, 2020 at 106 S Riverside Avenue, St. Charles. *Contingent upon any governmental sanctions regarding public gatherings, social distancing, etc., pertaining to COVID-19.*

Payleitner – I pulled this from Omnibus, although it was already touched in in the recommendation from Attorney Peppers about the language about any governmental sanctions. I wanted that clear that for some reason down the road, even though this is into the summer, there is a good chance that large group activities will still be on hold, that the parties understand that maybe this will not be allowed. Please note the caveat.

Rogina – This is a good point, let me ask a question. There have been a few other mayors in the area that have brought that up relative to events like this, procedurally my questions is this, the governor says that groups can gather, he says that, if this council takes exception to that, explain to me procedurally how you think that should go.

Payleitner – My understanding, from when I asked the question of Mr. Peppers was that it falls under you, but if you are saying there is no longer an emergency?

Rogina – exactly right, no emergency power, in fact there is a soft re-opening in the economy and included in that is this expansion of group gathering to some number, let’s say 150 for fun, and members of this council, maybe not the whole council, but members take exception to that, how do we proceed?

Turner – I think we’d have a vote on that.

Payleitner – I think that's the point.

Rogina – So you are saying that someone would ask for a special meeting for that purpose?

Silkaitis – To discuss whatever we'd need to discuss.

Rogina – Would you agree ahead of time, that you'd allow staff or me, to go to them to avoid that meeting and say we think there is a little angst among the council on this one, would you like to withdraw this one before we have a formal vote? If so, how long before that event?

Payleitner – Things change every other week.

Silkaitis – Someone could call a special meeting, I think we need to vote on it either way.

Rogina – I don't disagree with you, we should vote on it.

Payleitner – What I wanted to do is get clarity, contingent upon any governmental sanctions. I wanted it clear.

Rogina – That it leaves the door open, I see what you're saying.

Pietryla – According to the April 6th minutes for committee, I was the one that did the motion on that item because I was on liquor commission, that provision is in every motion, that it is contingent upon any governmental sanctions.

Rogina – She wanted clarification on that, meaning this body here, as opposed to the governor.

Payleitner – That is the clarity I wanted on the record.

Rogina – Ald. Lewis, you're the maker of this motion, is that alright with you? Is there anything you'd like to add?

Lewis – I do want to add something because it pertains to all three that we are going to be talking about, that it is not to deny the events, per say, it is how do we go about approving them and then not having them, or the discussion we want to have. I had a nice discussion with Chief Keegan this afternoon, it is important to realize that these are festivals, not opening businesses back up, these are festivals that we are approving on public property. That is the issue we need to look at as a governing body, how many people will we allow? How much is it going to tax our already taxed first responders to then have to go in and try to monitor, if we have to still wear masks, if we still have to be limited in gathering sizes, what kind of burden are we going to be putting on police and fire to have to monitor the events. Most festivals have been cancelled already, Geneva has cancelled Swedish Days, Chicago has cancelled many things, all festivals. These are fundraisers that are happening on public property. In fairness to them, Chief pointed this out to me, we also have to give them time to cancel their event. We can't go in a week before and say this will be cancelled. I think the conversation is more, how do we approve with a date like Hops of Hope, to be determined? Is that how we approve this? I don't know how we can approve the next one, it's supposed to happen May 30th. We are still under shelter at that point. Those were the things that were confusing to me that I wanted to have the discussion and input on.

Rogina – The city of Chicago has looked ahead to a number of events and have cancelled many. This body here can do what they please on that particular issues because you put that caveat in and your best judgment should determine what you can do there. I do agree with Ald. Lewis that you have to give people a heads up, when we get to the next one, May 30th, we can talk about that in a minute but, are you suggesting Ald. Lewis, that we look ahead and scratch some of these period?

Vitek – It is tricky because May is different than July, and July isn't all that different than September and we will have nervousness from residents and participants, Ald. Lewis brings up a good point about masks, I guess my questions is, if Ryan Wagner is on the phone call, I wouldn't want to make a decision for a business or what their lead time would be for what they need to make a decision. I'm comfortable with approving this, but what do they need for a lead-time? Chief Keegan, from your conversations, do you have a sense?

Keegan – Thank you, I have had this conversation with Ald. Lewis today and some of the comments are accurate, we need to be fair and just to the applicants because they have many things to plan and need lead time to prepare and plan. How much time is fluid depending on the event, but the more time is better for both sides. The ones around the corner we will talk about coming up in May, that is a different discussion. As we get closer and get a good feel for the state of affairs, we will be able to make a more informed decision. Being at the end of April, we have a couple of months before the event takes place but I would ask for a contingent approval as we have talked about and then monitor the situation as we approach. At minimum I think 30 days notice is fair to cancel, if anyone wants to comment on that, 30 days might be a good basis to follow.

Rogina – To Ald. Silkaitis' point earlier, if we take suggestion from staff, they are in the position to do that leg work and run interference so we don't have to have a special meeting by staff going to that group and saying that we are going to recommend that we will pull the plug. If you don't voluntarily go along with it, we will then have to have a special meeting to do such. As Chief Keegan just outlined very well, staff is in position to outline each of these and indicated what he thinks about the next one coming up. I think it is a safe play.

Payleitner – Trusting staff, as Chief does, since the petitioner isn't at the meeting, there will be a follow up and say this is what council decided and highlight that please note the caveat and this will be revisited.

Rogina – Through communications with Mr. Koenen, he's way ahead of the game, the Chief is in the position to evaluate the safety of the situation regarding to the pandemic, ahead of time and from there Mark can communicate can tell you what he's going to recommend and see what we can do and if not we'll have to have that special meeting. We're trying to avoid that but if we have to do it, we will.

Lewis – For Chief Keegan, are you aware of other events that might be coming before us that people are looking for approval on for this summer? Are we still receiving applications?

Keegan – It has slowed down but tonight we are going to talk about STC Live, the first date coming up at the end of May, Unwind Wednesday is the same things, runs Memorial Day to Labor Day so there is an event there we need to talk about, and of course the craft beer festival that is the end of May so three are going to be talked about that were removed from Omnibus, as far as upcoming? The

marathon in September, street closures, that is coming, Pollyanna in July, others people have talked about things they would like but they have been tabled for now because of COVID. It's slowed but there are three events that we are likely going to have to take action on tonight.

Lewis – That I understand I guess you answered the question, there are not any more applications at this point that are pending.

Rogina – We are allowing the Park District decide on the 4th of July and fireworks, that's the park district call but we help them with finances but it's on them.

Koenen – They have not made a decision yet.

Rogina – To you point, we have nothing on the 4th yet. The motion on the floor is an approval, subject to the caveat we talked about.

Payleitner – Adding to that, the risk is on the applicant, not us. If they make an investment on tables and tests prior to that 30-day window, they do that knowing there is a chance it can be pulled.

Rogina – I agree with you on that, I'm confident that the staff will take care and give signals prior to that time.

VOICE VOTE: AYE – UNANIMOUS NAY-NONE ABSENT: NONE MOTION CARRIED

2a – Motion by Ald. Lewis and seconded by Ald. Bancroft to direct staff to discuss a future date with D & G Brewing for a future date for the St. Charles Craft Beer Festival.

VOICE VOTE: AYE – UNANIMOUS NAY-NONE ABSENT: NONE MOTION CARRIED

2b. Motion by Ald. Lewis to approve a Proposal for a New E1 Liquor License for D & G Brewing for the St. Charles Craft Beer Festival taking place on May 30, 2020 in Lincoln Park. *Contingent upon any governmental sanctions regarding public gatherings, social distancing, etc., pertaining to COVID-19.*

Motion fails to receive a second, therefore the motion dies.

3. Motion by Ald. Lewis and seconded by Ald. Turner to approve a Proposal for a New Class E-4 Temporary Liquor License and a Loudspeaker Application for a Special Event, Unwind Wednesdays, to be held on the First Street Plaza. *Contingent upon any governmental sanctions regarding public gatherings, social distancing, etc., pertaining to COVID-19.*

Lewis – I am concerned that it might be too soon to open the plaza to festivals and crowds in the beginning of June, My recommendation would be to take it in steps at a time, a later date in the summer when we can start these kids of activities. I'm not going to be able to go to my grandson's high school graduation in the beginning of June, I'm not sure why we would be having large gatherings of people on the public plaza at that date in time. First date is June 3rd.

Keegan – There are 14 events planned, starting Wednesday June 3rd through Wednesday September 2nd, total of 14 Wednesday evenings.

Turner – I suggest these business owners aren't stupid, if they think they aren't going to get a crowd, they won't put the event on. I say go ahead and approve them because as its happening right now, we have places open that are supposedly can be open but the owners know they are not going to get people there. I would give this off to the people and let them make the decision on this.

Lewis – This is an outside event. The business can be open if the okay is there for them to be open. This is public plaza and my guess is there may be some restrictions as to how many people can gather at that point in time, in one place. I think this is different from businesses opening their doors to festivals on public property, trying to send a message to people to still have good hygiene and good personal practices, I'm not sure that we should as a community be promoting events like this.

Rogina – If I may add here, I think the staff and the staff at the business alliance work well, Ald. Turner's point, I don't think anyone is going to place anyone in jeopardy here on these dates. The dates are fluid obviously and the Chief has indicated that there are 14 of them, seems to be that in a case by case basis, pending what the state decides to do and pending good judgment, we can more this along pretty well. The motion is 14 dates, Wind Down Wednesday, do what you want with the motion.

Vitek – We do need to approve things, I don't want us to step outside what the governor is saying and start making our own order, right now we know what the order is and its until May 30. We have the list of events and I think the community will use it's best judgment and we can provide that input still and Chief will also provide that judgment as directed, I would like positivity around things opening up in a public space. People are allowed to gather, as long as that is the rule and the order is lifted, people will be welcomed to gather there and I think there will be judgment on how many people can gather. We will follow those guidelines. I think to send the message that we are not approving that are currently outside the order, I would not like to see us do that.

Lewis – For Chief, if these were to open, and a limited amount of people are allowed to gather, how do you enforce that? Who would you tell that they had to go home, or keep out? How would that be enforced, a limited amount of people on the plaza?

Keegan – We would work with their security plan, we have many tools that they can use to keep counts, and to keep people from entering in. We work with them to keep it safe. I'm confident that we can do that. I think the mayor used the example of June 1, 150 people-I know that we can work with all the parties involved. If people want to come and that is the start of the summer season, and people's attitudes are lifted based on the restrictions being lifted, I am confident we can pull that off and we would do that with everyone's cooperation.

Turner – Through this discussion, I hope it doesn't go further but I think we are treating our residents like babies, like they don't know what they are doing. This is a free country and if they want to go to that, they can if there are no restrictions, they can go to it. It is up to them to maintain their own health and safety, if they want to and if someone doesn't want to be near someone, they can go away.

Rogina – Can I clarify that statement to say that the governor’s order is lifted and there are guidelines on gatherings and all?

Turner – Yes

Payleitner – I trust the chief and staff to over see this, I don’t trust the businesses and I don’t trust the residents, I’m sorry I don’t. Look what happened St. Patrick’s Day. There were recommendations made and still every bar was jammed on March 12th. There was, at that time, a recommendation in place.

Rogina – Wait a second, that was before the shut down.

Turner – So what, there was a recommendation?

Payleitner – That’s right and look what they did.

Rogina – March 17th, they were supposed to have an event on the plaza and they pulled that voluntarily.

Payleitner – I agree, that’s what I’m saying is that the bars were still jammed. All that to say, I trust what the chief’s recommendation, that he will work with the groups and enforce and work with them to maintain order. Even if there is not an edict from the governor, I think it will be on the chief to work with the applicants to work it out or bring it back to council.

Rogina – That’s the key point, it’s the option to bring it back, vote on it and should there be any problem and the intent is to trust the chief and work it out with the promoter.

Turner – I am going to trust the public too on this, this is getting a little absurd telling people where they can and cannot go on a supposition that is over a month or two away where we don’t know what’s going to happen. Let’s let people make their own decisions.

Silkaitis – For Mr. Peppers, since it’s a public plaza, lets just say someone gets the virus, do they have any recourse to the city because we allowed it on public property?

Peppers – Are you assuming there is a governmental order in place not to be there? If all the governmental restrictions are removed and not in place and someone gets the flu, or gets any other disease, I’m assuming they have insurance and indemnification as part of using our public plaza, we still have tort immunity, I’m not concerned about that, no.

Silkaitis – Thank you

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

NAY: Lewis

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

- *4. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve Late Night Permits for Class B, C and G licenses of the City of St. Charles for FY 2020/2021, effective June 1, 2020.

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

MOTION CARRIED

5. Motion by Ald. Lewis and seconded by Ald. Bancroft for Approval of the use of West First Street Plaza and Amplification License for the STC Live. *Contingent upon any governmental sanctions regarding public gatherings, social distancing, etc., pertaining to COVID-19.*

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

MOTION CARRIED

6. Motion by Ald. Lewis and seconded by Ald. Payleitner to Approve Street and Parking Lot Closures and Use of Amplification Equipment for the 2020 Fox Valley Marathon. *Contingent upon any governmental sanctions regarding public gatherings, social distancing, etc., pertaining to COVID-19.*

VOICE VOTE: AYE – UNANIMOUS NAY-NONE ABSENT: NONE MOTION CARRIED

- *7. Motion by Ald. Stellato and seconded by Ald. Silkaitis to Approve Proposed Revisions to the Rules and Regulations of the Board of Fire and Police Commissioners.

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

MOTION CARRIED

- *8. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve an **Ordinance 2020-M-19** Reserving and Authorizing the Transfer of Volume Cap in Connection with Private Activity Bond Issues and Related Matters.

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

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

- *9. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve an agreement with IT Solutions Group, Inc. for professional services, software, and hardware for a not-to-exceed cost of \$51,101.

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

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

- *10. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve a **Resolution 2020-40** Authorizing the Execution of an Agreement between the City of St. Charles and the Metropolitan Alliance of Police St. Charles Chapter 27 (Police Officers).

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

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

- *11. Motion by Ald. Stellato and seconded by Ald. Silkaitis to accept and place on file minutes from the April 6, 2020 Government Operations Committee meeting.

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

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

B. Government Services
None

C. Planning and Development
None

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

A. Executive Session

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

Motion to enter Executive session by Ald. Lemke and seconded by Ald. Turner or Collective Bargaining at 8:43pm

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

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

Motion to exit Executive Session by Ald. Turner and seconded by Ald. Payleitner at 9:03pm

VOICE VOTE: AYE – UNANIMOUS NAY-NONE ABSENT: NONE MOTION CARRIED

11. **Adjournment** motion by Ald. Turner and seconded by Ald. Pietryla at 9:05pm

VOICE VOTE: AYE – UNANIMOUS NAY-NONE ABSENT: NONE MOTION CARRIED

Charles Amenta, City Clerk

CERTIFIED TO BE A TRUE COPY OF ORIGINAL

Charles Amenta, City Clerk

ADA Compliance

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

5/8/2020

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

4/20/2020 - 5/3/2020

<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	107953	1,552.50	04/23/2020	68236-0420	TRAINING
	ATHLETICO LTD Total		1,552.50			
114	DG HARDWARE					
		103989	1.08	04/30/2020	77701/F	FASTENERS
		103989	17.09	04/30/2020	77706/F	TRASH CAN 32 GALLON
		103989	13.76	04/30/2020	77721/F	EPOXY-CLEARWELD
		104085	15.17	04/30/2020	77723/F	WIRE AND HOOK ROPE
		104085	12.64	04/30/2020	77738/F	FIRE DEPT SUPPLIES
		103989	10.07	04/30/2020	77764/F	HARDWARE-CLAMP/TUBING
		103989	4.75	04/30/2020	77775/F	HARDWARD CLAMP
		103989	10.32	04/30/2020	77807/F	TAPPER BITS
	DG HARDWARE Total		84.88			
128	HARDER CORP	107927	156.65	04/23/2020	M188492	INVENTORY ITEMS
	HARDER CORP Total		156.65			
139	AFLAC					
			19.80	04/24/2020	ACAN200424105339FI	AFLAC Cancer Insurance
			14.34	04/24/2020	ACAN200424105339PI	AFLAC Cancer Insurance
			97.37	04/24/2020	ACAN200424105339PV	AFLAC Cancer Insurance
			25.20	04/24/2020	ADIS200424105339FD	AFLAC Disability and STD
			22.85	04/24/2020	ADIS200424105339FN	AFLAC Disability and STD
			92.20	04/24/2020	ADIS200424105339PD	AFLAC Disability and STD
			25.80	04/24/2020	APAC200424105339PV	AFLAC Personal Accident
			17.04	04/24/2020	ASPE200424105339PV	AFLAC Specified Event (PRP)
			77.96	04/24/2020	AVOL200424105339PI	AFLAC Voluntary Indemnity
			63.94	04/24/2020	AVOL200424105339PV	AFLAC Voluntary Indemnity
			75.82	04/24/2020	ADIS200424105339PV	AFLAC Disability and STD
			8.10	04/24/2020	AHIC200424105339FD	AFLAC Hospital Intensive Care
			8.10	04/24/2020	AHIC200424105339PD	AFLAC Hospital Intensive Care
			33.84	04/24/2020	AHIC200424105339PV	AFLAC Hospital Intensive Care
			57.23	04/24/2020	APAC200424105339FI	AFLAC Personal Accident

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			55.50	04/24/2020	APAC200424105339PI	AFLAC Personal Accident
	AFLAC Total		<u>695.09</u>			
140	CINTAS CORPORATION NO 2					
		108101	423.73	04/30/2020	OF94594374	ENGINEERED SYSTEM-INSPEC
	CINTAS CORPORATION NO 2 Total		<u>423.73</u>			
145	AIR ONE EQUIPMENT INC					
		107509	3,999.00	04/23/2020	154966	SUPER VAC BATTERY FAN
		107825	3,312.00	04/23/2020	155156	FIRE DEPT UNIFORMS
		107921	17.00	04/30/2020	154740	SCBA EXTRA FACE PIECE
		107834	595.00	04/30/2020	155235	GLOBE BLCK RIPCORD
		107897	1,133.00	04/30/2020	155399	FILTER ADAPTER
		108014	289.50	04/30/2020	155555	MISC SUPPLIES FIRE DEPT
		108058	507.50	04/30/2020	155672	NOSECUP FOR CBRN
		107814	1,353.50	04/30/2020	155400	FIRE DEPT SUPPLIES
		107971	1,408.00	04/30/2020	155401	TAG ASSY ELECTRONIC ID M7
		108053	1,718.00	04/30/2020	155551	FIRE DEPT SUPPLIES
		108045	2,998.00	04/30/2020	155552	HANDWHEEL ASSEMY
		107971	560.00	04/30/2020	155553	TAG ASSY ELECTTRONIC ID
		108051	295.35	04/30/2020	155554	CARTRIDGES
	AIR ONE EQUIPMENT INC Total		<u>18,185.85</u>			
149	ALARM DETECTION SYSTEMS INC					
			433.12	04/30/2020	SI-526506	HISTORY MUSEUM REPAIR
	ALARM DETECTION SYSTEMS INC Total		<u>433.12</u>			
161	ARMY TRAIL TIRE & SERVICE					
		107986	170.19	04/23/2020	INV053489	WRANGLER ALL TERRAIN
	ARMY TRAIL TIRE & SERVICE Total		<u>170.19</u>			
185	AL WARREN OIL CO INC					
		108111	7,016.16	04/30/2020	W1306490	FUEL GAS
	AL WARREN OIL CO INC Total		<u>7,016.16</u>			
225	ANIMATED DATA INC					
		108017	450.00	04/30/2020	01238005	ANNUAL SUPPORT 4/1/20-4/30/21
	ANIMATED DATA INC Total		<u>450.00</u>			
250	ARCHON CONSTRUCTION CO					
		106555	1,995.12	04/30/2020	19783F2	RESTORATION 19TH AND OAK

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	ARCHON CONSTRUCTION CO Total		<u>1,995.12</u>			
254	ARISTA INFORMATION SYSTEMS INC					
		104449	4,983.55	04/23/2020	1330202004	POSTAGE UB BILLING
		104449	1,863.81	04/23/2020	29540	PRINTING SERVICES UB BILLIN
	ARISTA INFORMATION SYSTEMS INC Total		<u>6,847.36</u>			
282	ASSOCIATED TECHNICAL SERV LTD					
		104818	770.00	04/30/2020	32535	EMERGENCY LEAK DETECTION
	ASSOCIATED TECHNICAL SERV LTD Total		<u>770.00</u>			
284	AT&T					
			82.82	04/23/2020	040520	ACCT: 121016627 4/5/20
			78.53	04/30/2020	040820-878	BILLING APRIL 9 - MAY 8, 2020
	AT&T Total		<u>161.35</u>			
285	AT&T					
			1,875.60	04/30/2020	1875904500A	BILLING 4/10/20 - 5/9/20
	AT&T Total		<u>1,875.60</u>			
289	D&A POWERTRAIN COMPONENTS INC					
		107840	400.64	04/30/2020	230067	SERVICE - SUPPLIES
		108086	2,294.13	04/30/2020	230444	REPAIR VEH 1902
		108105	425.64	04/30/2020	230510	PARTS FOR FLEET
	D&A POWERTRAIN COMPONENTS INC Total		<u>3,120.41</u>			
304	BACKGROUNDS ONLINE					
			661.70	04/30/2020	521817	BACKGROUND CHECK-NEW EM
	BACKGROUNDS ONLINE Total		<u>661.70</u>			
338	AIRGAS NORTH CENTRAL					
		108035	22.24	04/23/2020	9099805174	CYLINDERS
	AIRGAS NORTH CENTRAL Total		<u>22.24</u>			
372	BLUFF CITY MATERIALS					
		104132	1,745.00	04/23/2020	303566	MIXED LOADS
		104132	350.00	04/23/2020	304018	MIXED LOADS
			277.00	04/30/2020	304257	WTR DEPT JOB
	BLUFF CITY MATERIALS Total		<u>2,372.00</u>			
379	JASON BORN					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			110.77	04/23/2020	042020	BOOT ALLOWANCE/REIMBURS
	JASON BORN Total		<u>110.77</u>			
382	BOUND TREE MEDICAL LLC					
		107772	337.50	04/23/2020	83574772	CURALEX GLOVES
		108061	1,745.96	04/30/2020	83590156	MONITORS AND CASES
		107772	668.00	04/30/2020	83603540	GLOVES POWDER FREE BLUE
	BOUND TREE MEDICAL LLC Total		<u>2,751.46</u>			
388	BRADFORD SYSTEMS CORP					
		107127	11,013.75	04/23/2020	33057-1	SCANNING CITY MINUTES
	BRADFORD SYSTEMS CORP Total		<u>11,013.75</u>			
396	BROWNELLS INC					
		104040	33.39	04/30/2020	19053187	DUTY GEAR
	BROWNELLS INC Total		<u>33.39</u>			
481	CERTIFIED BALANCE & SCALE					
		107926	167.00	04/23/2020	24238	LAB BALANCE CALIBRATION
	CERTIFIED BALANCE & SCALE Total		<u>167.00</u>			
555	COM ED					
			227.29	04/30/2020	042420	ACCT: 7612664040 4/24/20
	COM ED Total		<u>227.29</u>			
563	CDW GOVERNMENT INC					
		107917	79.85	04/23/2020	XLJ1968	INK CARTRIDGE
		107984	775.09	04/23/2020	XMD2150	LOGITECH
	CDW GOVERNMENT INC Total		<u>854.94</u>			
564	COMCAST OF CHICAGO INC					
			163.35	04/30/2020	041620SUB2	SVC 4/19/20 - 5/18/20
	COMCAST OF CHICAGO INC Total		<u>163.35</u>			
579	COMMUNICATIONS DIRECT INC					
		108090	125.00	04/30/2020	SR119883	REPAIR FIRE DEPT
		107511	1,200.00	04/30/2020	SR120174	SERVICE REPAIR FIRE DEPT
		108090	62.50	04/30/2020	SR120180	REPAIR RADIO FIRE DEPT
	COMMUNICATIONS DIRECT INC Total		<u>1,387.50</u>			
642	CUSTOM WELDING & FAB INC					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		107957	622.60	04/30/2020	200010	MOBILE SERVICE CALL
	CUSTOM WELDING & FAB INC Total		622.60			
646	PADDOCK PUBLICATIONS INC		94.30	04/23/2020	46703	NOTICE OF PUBLIC HEARING
	PADDOCK PUBLICATIONS INC Total		94.30			
657	DAVEY RESOURCE GROUP		2,500.00	04/23/2020	914346868	SUBSCRIPTION 3/1/20-2/28/21
	DAVEY RESOURCE GROUP Total		2,500.00			
683	DE MAR TREE & LANDSCAPE SVC		4,805.58	04/23/2020	7884	ELECTRIC LINE CLEARING
		104058	4,805.58	04/23/2020	7884	ELECTRIC LINE CLEARING
		104765	1,510.46	04/30/2020	7886	TREE WORK
	DE MAR TREE & LANDSCAPE SVC Total		6,316.04			
716	DIXON ENGINEERING INC		3,816.45	04/23/2020	20-6274	MAINTENACE INSPECTIONS
	DIXON ENGINEERING INC Total		3,816.45			
719	KRISTI DOBBS		40.00	04/30/2020	042820	PETTY CASH REIMBURSEMENT
	KRISTI DOBBS Total		40.00			
750	DUKANE CONTRACT SERVICES		1,893.66	04/23/2020	128717	MONTHLY BILLING
		104049	1,893.66	04/23/2020	128717	MONTHLY BILLING
		104049	4,848.47	04/23/2020	128718	MONTHLY BILLING
		104049	9,675.00	04/23/2020	128719	MONTHLY BILLING
		104049	7,115.84	04/23/2020	128720	MONTHLY BILLING
		104049	1,748.34	04/23/2020	128726	MONTHLY BILLING
		107959	1,500.00	04/30/2020	128772	DEEP CLEANING CITY HALL
	DUKANE CONTRACT SERVICES Total		26,781.31			
767	EAGLE ENGRAVING INC		56.40	04/23/2020	2020-2027	FIRE DEPT UNIFORMS
		104091	56.40	04/23/2020	2020-2027	FIRE DEPT UNIFORMS
		104091	9.60	04/23/2020	2020-2028	FIRE DEPT UNIFORMS
			57.96	04/23/2020	2020-2048	MOUNTING& NAME TAG PO # 1
		108092	131.00	04/30/2020	2020-2135	POLICE DEPT AWARDS
		104091	23.00	04/30/2020	2020-2157	FIRE DEPT SUPPLIES
	EAGLE ENGRAVING INC Total		277.96			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
789	ANIXTER INC					
		107486	38.92	04/23/2020	4520984-01	INVENTORY ITEMS
		107649	4,930.00	04/23/2020	4535453-00	INVENTORY ITEMS
	ANIXTER INC Total		<u>4,968.92</u>			
815	ENGINEERING ENTERPRISES INC					
		104723	951.50	04/30/2020	68509	CONSTRUCTION SERVICE 1/20
		105827	2,514.75	04/30/2020	68510	SR1902 SERVICE 1/20/20
		106992	5,726.79	04/30/2020	68511	SR1911 SERRVICES 1/20/20
	ENGINEERING ENTERPRISES INC Total		<u>9,193.04</u>			
826	BORDER STATES INDUSTRIES INC					
		107799	266.00	04/30/2020	919774136	INVENTORY ITEMS
	BORDER STATES INDUSTRIES INC Total		<u>266.00</u>			
858	FEDERAL EXPRESS CORP					
			69.67	04/23/2020	6-986-88602	Delivery on 4-6-20
	FEDERAL EXPRESS CORP Total		<u>69.67</u>			
859	FEECE OIL CO					
			100.00	04/30/2020	1886459	CREDIT RECEIVED
		108037	1,268.00	04/30/2020	1886946	INVENTORY ITEMS
			-100.00	04/30/2020	1888590	CREDIT FOR INV 1884325
	FEECE OIL CO Total		<u>1,268.00</u>			
870	FIRE PENSION FUND					
			14,403.53	04/24/2020	FRPN200424105339FI	Fire Pension
			487.81	04/24/2020	FP1%200424105339FI	Fire Pension 1% Fee
			4,830.53	04/24/2020	FRP2200424105339FC	Fire Pension Tier 2
	FIRE PENSION FUND Total		<u>19,721.87</u>			
876	FIRST ENVIRONMENTAL LAB INC					
		107087	31.50	04/30/2020	154045	LAB TESTING SERVICES
		107087	54.00	04/30/2020	I54080	LAB TESTING SERVICES
	FIRST ENVIRONMENTAL LAB INC Total		<u>85.50</u>			
884	FISHER SCIENTIFIC					
		107928	438.12	04/23/2020	6518686	INVENTORY ITEMS
	FISHER SCIENTIFIC Total		<u>438.12</u>			
916	FOX VALLEY FIRE & SAFETY INC					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		104532	114.00	04/23/2020	IN00347390	FIRE ALARM MONITORING
		104532	114.00	04/23/2020	IN00347391	FIRE ALARM MONITORING
		104532	114.00	04/23/2020	IN00347392	FIRE ALARM MONITORING
		104532	114.00	04/23/2020	IN00347393	FIRE ALARM MONITORING
		104532	114.00	04/23/2020	IN00347394	FIRE ALARM MONITORING
		104532	95.75	04/30/2020	IN00344977	PARTS
		104089	50.95	04/30/2020	IN00348853	FIRE DEPT SUPPLIES
	FOX VALLEY FIRE & SAFETY INC Total		<u>716.70</u>			
944	GALLS LLC					
		104041	9.95	04/23/2020	015403611	POLICE DEPT UNIFORMS
		104041	197.28	04/23/2020	015403652	UNIFORMS TACTICAL
		107723	424.45	04/30/2020	015240636	POLICE DEPT SUPPLIES
		104041	33.29	04/30/2020	015429615	TRIPLE MAG PANEL
		107988	206.91	04/30/2020	015436077	LAW PRO DUFFLE BAG POLICE
		104041	22.80	04/30/2020	015443849	POLICE DEPT UNIFORMS
		104041	587.77	04/30/2020	015446823	POLICE DEPT UNIFORMS
		104041	124.50	04/30/2020	015453558	SERVICE BACKPACK PATHFINI
		104041	217.49	04/30/2020	015481708	POLICE DEPT UNIFORMS
			-45.60	04/30/2020	015497191	RETURNED PRODUCT 1547787
			-45.60	04/30/2020	015497192	RETURNED PRODUCT 1548263
		104041	74.80	04/30/2020	015502176	POLICE DEPT UNIFORMS
	GALLS LLC Total		<u>1,808.04</u>			
980	GLOBAL EQUIPMENT COMPANY					
		108077	616.37	04/23/2020	115837132	COUNTER MOUNT SOAP DISPE
		107958	968.49	04/30/2020	115785354	STEEL SHELF
	GLOBAL EQUIPMENT COMPANY Total		<u>1,584.86</u>			
989	GORDON FLESCH CO INC					
			939.91	04/23/2020	IN12904613	PERIOD 4/1/20-4/30/20 PW
			593.22	04/23/2020	IN12906407	CANON POLICE DEPT
			118.69	04/30/2020	IN12914627	CANON IR ADV C5235A
			141.95	04/30/2020	IN12915919	MONTHLY BILLING APRIL
	GORDON FLESCH CO INC Total		<u>1,793.77</u>			
1026	HACH COMPANY					
		107908	1,045.88	04/30/2020	11902662	NITROGEN AND PARTS
		107908	43.27	04/30/2020	11910495	NITROGEN
		107908	660.40	04/30/2020	11911120	PEEK SALT BRIDGE

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	HACH COMPANY Total		<u>1,749.55</u>			
1036	HARRIS BANK NA		1,560.00	04/24/2020	UNF 200424105339FD	Union Dues - IAFF
	HARRIS BANK NA Total		<u>1,560.00</u>			
1065	HENRY SCHEIN INC					
		107899	549.57	04/23/2020	75994844	CAVICIDEL SPRAY
		107899	354.94	04/23/2020	76074774	CAVI WIPES
		107899	47.32	04/23/2020	76088785	INVENTORY ITEMS
		107899	129.94	04/23/2020	76088823	INVENTORY ITEMS
		107899	129.54	04/23/2020	76105897	INVENTORY ITEMS
		107890	107.51	04/30/2020	75735496	INVENTORY ITEMS
		107899	51.52	04/30/2020	76203877	CAVI WIPES
		107899	209.16	04/30/2020	76248340	CAVIWIPES
		107899	48.58	04/30/2020	76330344	CAVI WIPES
	HENRY SCHEIN INC Total		<u>1,628.08</u>			
1133	IBEW LOCAL 196					
			178.50	04/24/2020	UNE 200424105339PV	Union Due - IBEW
			686.92	04/24/2020	UNEW200424105339P	Union Due - IBEW - percent
	IBEW LOCAL 196 Total		<u>865.42</u>			
1136	ICMA RETIREMENT CORP					
			221.00	04/24/2020	C401200424105339CA	401A Savings Plan Company
			403.12	04/24/2020	C401200424105339CD	401A Savings Plan Company
			436.05	04/24/2020	C401200424105339FD	401A Savings Plan Company
			511.66	04/24/2020	C401200424105339FN	401A Savings Plan Company
			240.76	04/24/2020	RTHA200424105339Hf	Roth 457 - Dollar Amount
			505.00	04/24/2020	RTHA200424105339PI	Roth 457 - Dollar Amount
			60.00	04/24/2020	RTHA200424105339PV	Roth 457 - Dollar Amount
			253.45	04/24/2020	RTHP200424105339FI	Roth 457 - Percent
			206.84	04/24/2020	RTHP200424105339PI	Roth 457 - Percent
			447.01	04/24/2020	042420	ICMA PLAN 109830
			211.50	04/24/2020	ROTH200424105339HI	Roth IRA Deduction
			230.00	04/24/2020	ROTH200424105339IS	Roth IRA Deduction
			1,451.53	04/24/2020	ROTH200424105339PI	Roth IRA Deduction
			455.00	04/24/2020	ROTH200424105339PV	Roth IRA Deduction
			10.00	04/24/2020	RTHA200424105339CI	Roth 457 - Dollar Amount
			50.00	04/24/2020	RTHA200424105339FI	Roth 457 - Dollar Amount

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			97.79	04/24/2020	ICMP200424105339IS	ICMA Deductions - Percent
			2,586.10	04/24/2020	ICMP200424105339PC	ICMA Deductions - Percent
			1,371.78	04/24/2020	ICMP200424105339PV	ICMA Deductions - Percent
			210.00	04/24/2020	ROTH200424105339CI	Roth IRA Deduction
			25.00	04/24/2020	ROTH200424105339FI	Roth IRA Deduction
			100.00	04/24/2020	ROTH200424105339FI	Roth IRA Deduction
			7,815.50	04/24/2020	ICMA200424105339PC	ICMA Deductions - Dollar Amt
			3,425.00	04/24/2020	ICMA200424105339PV	ICMA Deductions - Dollar Amt
			42.20	04/24/2020	ICMP200424105339CA	ICMA Deductions - Percent
			71.87	04/24/2020	ICMP200424105339CC	ICMA Deductions - Percent
			3,542.69	04/24/2020	ICMP200424105339FD	ICMA Deductions - Percent
			618.37	04/24/2020	ICMP200424105339FN	ICMA Deductions - Percent
			300.00	04/24/2020	ICMA200424105339CA	ICMA Deductions - Dollar Amt
			2,996.54	04/24/2020	ICMA200424105339CC	ICMA Deductions - Dollar Amt
			2,980.77	04/24/2020	ICMA200424105339FD	ICMA Deductions - Dollar Amt
			2,340.00	04/24/2020	ICMA200424105339FN	ICMA Deductions - Dollar Amt
			1,400.00	04/24/2020	ICMA200424105339HF	ICMA Deductions - Dollar Amt
			2,961.00	04/24/2020	ICMA200424105339IS	ICMA Deductions - Dollar Amt
			436.05	04/24/2020	E401200424105339FD	401A Savings Plan Employee
			511.64	04/24/2020	E401200424105339FN	401A Savings Plan Employee
			254.34	04/24/2020	E401200424105339HR	401A Savings Plan Employee
			359.84	04/24/2020	E401200424105339IS	401A Savings Plan Employee
			804.96	04/24/2020	E401200424105339PD	401A Savings Plan Employee
			898.45	04/24/2020	E401200424105339PV	401A Savings Plan Employee
			254.34	04/24/2020	C401200424105339HR	401A Savings Plan Company
			359.84	04/24/2020	C401200424105339IS	401A Savings Plan Company
			804.96	04/24/2020	C401200424105339PD	401A Savings Plan Company
			898.45	04/24/2020	C401200424105339PV	401A Savings Plan Company
			221.02	04/24/2020	E401200424105339CA	401A Savings Plan Employee
			403.12	04/24/2020	E401200424105339CD	401A Savings Plan Employee
	ICMA RETIREMENT CORP Total		44,784.54			
1220	STAN IGLEHART					
			52.06	04/23/2020	042020	SAFETY BOOTS AMAZON
	STAN IGLEHART Total		52.06			
1225	INSIGHT PUBLIC SECTOR					
		107868	4,116.39	04/23/2020	1100723011	MICROSOFT SURFACE PROS
		107871	613.52	04/23/2020	1100723015	MICROSOFT SURFACE DOCK

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		107871	302.31	04/23/2020	1100723807	MICROSOFT SURFACE PRO CC
		107983	1,092.12	04/30/2020	1100724089	SURFACE PRO DOBBS
		107983	100.77	04/30/2020	1100725278	MICROSOFT SURFACE M1725 P
		107871	149.60	04/30/2020	1100725802	RUGGED CASE FOR SURFACE
	INSIGHT PUBLIC SECTOR Total		<u>6,374.71</u>			
1240	INTERSTATE BATTERY SYSTEM OF					
		108003	2,119.15	04/23/2020	50341928	INVENTORIES ITEM
		108102	255.90	04/30/2020	50342103	INVENTORY ITEMS
	INTERSTATE BATTERY SYSTEM OF Total		<u>2,375.05</u>			
1286	JG UNIFORMS INC					
		104043	198.06	04/23/2020	70386	UNIFORMS GASKE
		104043	220.19	04/30/2020	70814	VEST COVER BEETER
	JG UNIFORMS INC Total		<u>418.25</u>			
1334	KANE COUNTY ANIMAL CONTROL					
		104021	100.00	04/30/2020	041320	SERVICES MARCH 2020
	KANE COUNTY ANIMAL CONTROL Total		<u>100.00</u>			
1342	KARA CO INC					
		107721	7,119.55	04/30/2020	350995	PLOTTER PAPER
	KARA CO INC Total		<u>7,119.55</u>			
1353	SUSAN KEMPH					
			51.95	04/30/2020	042420	PETTY CASH REIMBURSEMENT
	SUSAN KEMPH Total		<u>51.95</u>			
1387	KONICA MINOLTA BUS SOLUTIONS					
			305.39	04/30/2020	9006699417	MONTHLY BILLING 3/19-4/18
			147.30	04/30/2020	9006699746	MONTHLY BILLING 3/19-4/18
			691.16	04/30/2020	9006714943	MONTHLY BILLING 3/24-4/23 CI
	KONICA MINOLTA BUS SOLUTIONS Total		<u>1,143.85</u>			
1403	WEST VALLEY GRAPHICS & PRINT					
		107929	793.75	04/23/2020	19578	INVENTORY ITEMS
			297.50	04/30/2020	042320	ANNUAL REPORTS
		107461	120.00	04/30/2020	19430	INSPECTION FORMS
	WEST VALLEY GRAPHICS & PRINT Total		<u>1,211.25</u>			
1441	LAYNE CHRISTENSEN COMPANY					

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		107656	8,958.00	04/30/2020	1777435	REPAIR BOOSTERS
	LAYNE CHRISTENSEN COMPANY Total		<u>8,958.00</u>			
1463	LINA					
		104221	8,849.26	04/30/2020	043020	INSURANCEPOLICY 4/1/20-4/30.
	LINA Total		<u>8,849.26</u>			
1489	LOWES					
		107930	9.70	04/23/2020	03685/03-30--20	TOOLS
		108004	64.72	04/23/2020	03715/04-07-20	INVENTORY ITEMS
		104081	26.52	04/23/2020	09694/04-02-20	MISC SUPPLIES FIRE DEPT
		104081	8.80	04/30/2020	02340/4-11-20	FIP CPUPLD AND TAPE
		104081	92.97	04/30/2020	02410/04-13-20	MISC PARTS AND SUPPLIES
			98.58	04/30/2020	02463/04-27-20	POLICE DEPT COVID SUPPLIES
		107529	56.78	04/30/2020	901275	MISC SUPPLIES
		107214	311.50	04/30/2020	901642	INVENTORY ITEMS
		107801	40.80	04/30/2020	901742	INVENTORY ITEMS
		107801	31.10	04/30/2020	901802	INVENTORY ITEMS
		103990	126.82	04/30/2020	02480/04-27-20	MISC SUPPLIES
		104276	43.99	04/30/2020	02509/04-14-20	MISC SUPPLIES
		104529	278.28	04/30/2020	02595/04-28-20	MISC SUPPLIES
		104022	7.78	04/30/2020	02652/04-28-20	POLICE DEPT SUPPLIES
		104081	255.52	04/30/2020	14134/04-14-20	FIRE DEPT PARTS
		104081	250.56	04/30/2020	15709/04-14-20	FIRE DEPT PARTS
	LOWES Total		<u>1,704.42</u>			
1537	MARTENSON TURF PRODUCTS INC					
		107931	2,200.00	04/23/2020	73547	QUIK SOD MIX
	MARTENSON TURF PRODUCTS INC Total		<u>2,200.00</u>			
1559	MAURINE PATTEN ED D					
		104209	1,360.00	04/30/2020	033020	MARCH CONSULTING
		104209	640.00	04/30/2020	043020	APRIL CONSULTING
	MAURINE PATTEN ED D Total		<u>2,000.00</u>			
1582	MCMASTER CARR SUPPLY CO					
		108026	63.29	04/23/2020	37983359	BENZALKONIUM CHLORIDE
		107824	88.92	04/30/2020	38575027	INVENTORY ITEMS
	MCMASTER CARR SUPPLY CO Total		<u>152.21</u>			

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1585	MEADE ELECTRIC COMPANY INC					
		104066	11,677.24	04/30/2020	691185	STREET LIGHT REPAIRS
		107909	332.00	04/30/2020	691750	INSTALLATION 1ST AND PRAIR
	MEADE ELECTRIC COMPANY INC Total		<u>12,009.24</u>			
1600	MENDEL PLUMBING & HEATING INC					
		107924	1,496.00	04/30/2020	359105	REPAIR FIRE STATION 1
	MENDEL PLUMBING & HEATING INC Total		<u>1,496.00</u>			
1613	METROPOLITAN ALLIANCE OF POL					
			1,053.50	04/24/2020	UNP 200424105339PD	Union Dues - IMAP
			114.00	04/24/2020	UNPS200424105339PI	Union Dues-Police Sergeants
	METROPOLITAN ALLIANCE OF POL Total		<u>1,167.50</u>			
1617	MICRO SCIENTIFIC IND INC					
		107828	565.20	04/23/2020	691778	INVENTORY ITEMS
	MICRO SCIENTIFIC IND INC Total		<u>565.20</u>			
1626	MIDWEST AIR PRO					
		107364	4,291.75	04/23/2020	13662	INSTALL PUBLIC WORKS EXHA
		107878	1,233.60	04/30/2020	13674	TRANSMITTER AND ANCHOR P
	MIDWEST AIR PRO Total		<u>5,525.35</u>			
1645	CHRISTOPHER MINICK					
			90.14	04/23/2020	042120	PETTY CASH REIMBURSEMENT
	CHRISTOPHER MINICK Total		<u>90.14</u>			
1651	MNJ TECHNOLOGIES DIRECT INC					
		107922	199.00	04/23/2020	0003723153	STAR MICRONICS PRINTER
		108079	69.00	04/30/2020	0003724240	OTTER BOX
	MNJ TECHNOLOGIES DIRECT INC Total		<u>268.00</u>			
1660	MEAGAN MOREIRA					
			24.77	04/23/2020	042120	PETTY CASH REIMBURSEMENT
	MEAGAN MOREIRA Total		<u>24.77</u>			
1704	NCPERS IL IMRF					
			8.00	04/24/2020	NCP2200424105339FN	NCPERS 2
			16.00	04/24/2020	NCP2200424105339PV	NCPERS 2
	NCPERS IL IMRF Total		<u>24.00</u>			

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1711	NESTLE WATERS NORTH AMERICA		315.14	04/30/2020	10D0122067317	DELIVERY 3-13-20 4-12-20
	NESTLE WATERS NORTH AMERICA Total		315.14			
1729	NIU CENTER FOR GOV STUDIES		50.00	04/23/2020	2146	JOB AD POSTING FOR MEMBEI
	NIU CENTER FOR GOV STUDIES Total		50.00			
1745	NICOR		103.54	04/23/2020	1000 1 APR 6 2020	ACCT: 00-69-30-1000-1 4/6/20
			37.77	04/23/2020	1000 6 APR 6 2020	ACCT: 67-14-30-1000-6 4/6/20
			466.84	04/23/2020	1000 7 APR 6 2020	ACCT 97-78-02-1000-7 04/06/20
			456.32	04/23/2020	2485 8 APR 6 2020	ACCT: 72-42-21-2496-8 4/6/20
			38.65	04/30/2020	1000 2 APR 23 2020	ACCT: 24-53-60-1000 2 4/23/20
	NICOR Total		1,103.12			
1747	COMPASS MINERALS AMERICA INC		60,054.31	04/23/2020	615403	SALT DELIVERY
		88	5,190.25	04/23/2020	617081	CHEMICALS
	COMPASS MINERALS AMERICA INC Total		65,244.56			
1756	NORTH CENTRAL LABORATORIES		216.74	04/30/2020	437973	LAB SUPPLIES
		107943	985.58	04/30/2020	437974	MISC LAB SUPPLIES
	NORTH CENTRAL LABORATORIES Total		1,202.32			
1775	RAY O'HERRON CO		77.25	04/23/2020	2020525-IN	UNIFORMS BEETER
		104044	49.25	04/23/2020	2020780-IN	UNIFORMS DONY
		104044	628.74	04/30/2020	2021308-IN	POLICE DEPT UNIFORMS
		104044	293.76	04/30/2020	2023033-IN	POLICE DEPT UNIFORMS
		104044	53.71	04/30/2020	2023928-IN	ARMORSKIN BASE POLY
			-217.96	04/30/2020	2024851-CM	RETURNED PRODUCT 2021308
	RAY O'HERRON CO Total		884.75			
1783	ON TIME EMBROIDERY INC		159.00	04/30/2020	72425	REDBACK SLIP ON STEEL TOE
		104108	89.00	04/30/2020	72878	FIRE DEPT UNIFORMS
		104108	148.00	04/30/2020	E 73556	FIRE DEPT UNIFORMS
		104108	66.00	04/30/2020	OE 72730	FIRE DEPT UNIFORMS

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		104108	774.00	04/30/2020	OE 72768	FIRE DEPT UNIFORMS
		104108	618.00	04/30/2020	OES 73555	FIRE DEPT UNIFORMS
	ON TIME EMBROIDERY INC Total		<u>1,854.00</u>			
1793	OTIS ELEVATOR CO					
		107903	1,621.41	04/30/2020	CY05303420	EAST PARKING DECK
	OTIS ELEVATOR CO Total		<u>1,621.41</u>			
1822	PDC LABORATORIES INC					
		104502	75.00	04/23/2020	I9411237	FLUORIDE TESTING
		104502	75.00	04/30/2020	I9412829	TESTING SERVICES WATER DE
		104502	40.00	04/30/2020	I9413316	PDC QC PROGRAM
	PDC LABORATORIES INC Total		<u>190.00</u>			
1861	POLICE PENSION FUND					
			9,353.56	04/24/2020	PLP2200424105339PD	Police Pension Tier 2
			13,672.35	04/24/2020	PLPN200424105339PE	Police Pension
			782.90	04/24/2020	PLPR200424105339PF	Police Pens Service Buyback
			401.03	04/24/2020	POLP200424105339PI	Police Pension - non deferred
	POLICE PENSION FUND Total		<u>24,209.84</u>			
1890	LEGAL SHIELD					
			8.74	04/24/2020	PPLS200424105339CI	Pre-Paid Legal Services
			144.44	04/24/2020	PPLS200424105339FC	Pre-Paid Legal Services
			8.75	04/24/2020	PPLS200424105339FN	Pre-Paid Legal Services
			325.02	04/24/2020	PPLS200424105339PE	Pre-Paid Legal Services
			36.34	04/24/2020	PPLS200424105339PV	Pre-Paid Legal Services
	LEGAL SHIELD Total		<u>523.29</u>			
1898	PRIORITY PRODUCTS INC					
		107996	459.36	04/30/2020	949342	SAFETY RED STRIPE PAINT
	PRIORITY PRODUCTS INC Total		<u>459.36</u>			
1900	PROVIDENT LIFE & ACCIDENT					
			26.76	04/24/2020	POPT200424105339FI	Provident Optional Life
	PROVIDENT LIFE & ACCIDENT Total		<u>26.76</u>			
1946	RANDALL PRESSURE SYSTEMS INC					
		108016	4,046.58	04/30/2020	I-33003-0	INVENTORY ITEMS
		108046	1,633.80	04/30/2020	I-33078-0	INVENTORY ITEMS
		103987	56.50	04/30/2020	I-33196-0	MISC FLEET PARTS

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	RANDALL PRESSURE SYSTEMS INC Total		<u>5,736.88</u>			
1953	FORT DEARBORN ENTERPRISES	107839	577.80	04/30/2020	117537-01	INVENTORY ITEM
	FORT DEARBORN ENTERPRISES Total		<u>577.80</u>			
1998	RURAL ELECTRIC SUPPLY CO OP	106648	819.59	04/30/2020	776912-01	VERTICAL CABLE STORAGE KI
	RURAL ELECTRIC SUPPLY CO OP Total		<u>819.59</u>			
2032	POMPS TIRE SERVICE INC	107964	59.00	04/23/2020	640079783	TIRE REPAIR
		104039	24.00	04/23/2020	640080091	LIGHT TRUCK SCRAP DISPOSA
	POMPS TIRE SERVICE INC Total		<u>83.00</u>			
2059	SCOTT R SANDERS		265.48	04/30/2020	042320	PETTY CASH REIMBURSEMENT
	SCOTT R SANDERS Total		<u>265.48</u>			
2076	ST CHARLES HISTORY MUSEUM		3,666.67	04/30/2020	VCCHSM0320	HOTEL TAX DISBURSEMENT M.
	ST CHARLES HISTORY MUSEUM Total		<u>3,666.67</u>			
2086	SCHWEITZER ENGINEERING LABS	107940	1,000.00	04/23/2020	1159-28689	ENDUSER
	SCHWEITZER ENGINEERING LABS Total		<u>1,000.00</u>			
2169	CLARK BAIRD SMITH LLP		2,805.00	04/23/2020	12527	PROFESSIONAL SERVICE
	CLARK BAIRD SMITH LLP Total		<u>2,805.00</u>			
2174	JUSTIN SODERQUIST		165.00	04/23/2020	042020	SAFETY BOOTS RED WING SHK
	JUSTIN SODERQUIST Total		<u>165.00</u>			
2183	SOUND INC	106929	1,761.00	04/23/2020	D1343097	REPAIR AND PARTS
	SOUND INC Total		<u>1,761.00</u>			
2228	CITY OF ST CHARLES		92.16	04/30/2020	3-31-31065-6-1-0420	MONTHLY BILLING 2/28-3/30

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			116.16	04/30/2020	3-31-31067-2-1-0420	MONTHLY BILLING 2/28-3/30
			104.23	04/30/2020	3-31-31068-0-2-0420	MONTHLY BILLING 2/28-3/30
	CITY OF ST CHARLES Total		<u>312.55</u>			
2235	STEINER ELECTRIC COMPANY					
		107872	82.00	04/23/2020	S006606063.001	CARHARTT JACKET
		107872	64.72	04/23/2020	S006606406.001	CROWLEY JACKET
		107961	398.38	04/23/2020	S006612637.001	INVENTORY ITEMS
		107961	83.44	04/23/2020	S006612637.002	INVENTORY ITEMS
		107883	68.47	04/30/2020	S006610389.001	CAR 102703 ROUGH CUT JACK
		107961	271.18	04/30/2020	S006612637.003	INVENTORY ITEMS
	STEINER ELECTRIC COMPANY Total		<u>968.19</u>			
2248	STORINO RAMELLO & DURKIN					
			1,000.00	04/23/2020	80198	MONTHLY RETAINER CITY COL
			56.25	04/23/2020	80200	ARCADA MONTHLY BILLING MA
			337.50	04/23/2020	80201	MONTHLY BILLING PUBLIC WO
			1,181.25	04/23/2020	80202	FITZ CASE MARCH BILLING
			281.25	04/23/2020	80203	CENTRAL TIF DISTRICT 7 MARC
			7,852.50	04/23/2020	80204	COVID 19 EMERGENCY DECLA
			1,350.00	04/23/2020	80205	LIQUOR CONTROL BILLING MA
			1,912.50	04/23/2020	80206	MEGA CENTER BILLING MARCH
			281.25	04/23/2020	80207	FIRST ST DEVELOP BILLING M/
			517.50	04/23/2020	80208	SEARCH WARRANT MARCH BIL
			5,467.50	04/30/2020	80199	GENERAL MATTERS MARCH
	STORINO RAMELLO & DURKIN Total		<u>20,237.50</u>			
2259	SUBURBAN ACCENTS INC					
		107858	875.00	04/23/2020	29413	GRAPHICS AND LETTERING #3
		107858	425.00	04/30/2020	29426	GRAPHICS VEH 43
	SUBURBAN ACCENTS INC Total		<u>1,300.00</u>			
2273	SUPERIOR ASPHALT MATERIALS LLC					
		81	1,317.12	04/30/2020	20200180	ASPHALT SERVICES
	SUPERIOR ASPHALT MATERIALS LLC Total		<u>1,317.12</u>			
2301	GENERAL CHAUFFERS SALES DRIVER					
			163.50	04/24/2020	UNT 200424105339CD	Union Dues - Teamsters
			2,290.50	04/24/2020	UNT 200424105339PV	Union Dues - Teamsters

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	GENERAL CHAUFFERS SALES DRIVER Total		<u>2,454.00</u>			
2314	3M VHS0733	107947	2,230.10	04/23/2020	9407227711	INVENTORY ITEMS
	3M VHS0733 Total		<u>2,230.10</u>			
2316	APC STORE					
		107967	1,897.83	04/23/2020	478-514199	INVENTORY ITEMS
		108032	62.67	04/23/2020	478-514617	CONTOUR BLADE/LUBE SPIN C
		108038	20.52	04/23/2020	478-514676	FOG LAMP BULB
		103995	7.58	04/23/2020	478-515051	FLEET DEPT SUPPLIES
	APC STORE Total		<u>1,988.60</u>			
2363	TROTTER & ASSOCIATES INC					
		105488	82,415.47	04/23/2020	16959	PROJECT WSIDE WRF PHASE I
	TROTTER & ASSOCIATES INC Total		<u>82,415.47</u>			
2373	TYLER MEDICAL SERVICES					
			246.00	04/30/2020	417002	POST-OFFER PHYSICALS
	TYLER MEDICAL SERVICES Total		<u>246.00</u>			
2401	UNIVERSAL UTILITY SUPPLY INC					
		107766	2,887.95	04/23/2020	3031563	INVENTORY ITEM
		107876	4,600.00	04/23/2020	3031564	INVENTORY ITEMS
		108089	95.00	04/30/2020	3031622	INVENTORY ITEMS
		107003	390.00	04/30/2020	3031623	INVENTORY ITEMS
	UNIVERSAL UTILITY SUPPLY INC Total		<u>7,972.95</u>			
2403	UNITED PARCEL SERVICE					
			17.21	04/30/2020	0000650961160	WEEKLY SHIPPING
			17.37	04/30/2020	0000650961170	WEEKLY SHIPPING
	UNITED PARCEL SERVICE Total		<u>34.58</u>			
2404	HD SUPPLY FACILITIES MAINT LTD					
		107974	273.04	04/30/2020	200361	REPLACEMENT ASSEMBLY
	HD SUPPLY FACILITIES MAINT LTD Total		<u>273.04</u>			
2410	VALLEY LOCK CO					
		107362	11.96	04/30/2020	66126	KEYS
	VALLEY LOCK CO Total		<u>11.96</u>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
2428	VERMEER MIDWEST					
		108055	910.28	04/30/2020	858011	REPAIR AND PARTS
	VERMEER MIDWEST Total		910.28			
2455	RICHARD WADDA					
			158.97	04/30/2020	042820	JEANS TARGET 4/5/20
	RICHARD WADDA Total		158.97			
2470	WAREHOUSE DIRECT					
		104491	53.64	04/23/2020	4632579-0	OFFICE SUPPLIES BC&E
		104082	21.27	04/30/2020	4638396-0	EVELOPES FOR FINANCE
		104033	74.75	04/30/2020	46442278-0	OFFICE SUPPLIES
		104216	13.46	04/30/2020	4648319-0	SUPPLIES - SERVICE
		104033	6.00	04/30/2020	4650024-0	INDEX BINDER
			27.59	04/30/2020	4654891-0	FINANCE OFFICE SUPPLIES
	WAREHOUSE DIRECT Total		196.71			
2478	WATER PRODUCTS AURORA					
		107995	1,439.76	04/30/2020	0294751	HVY WALL SEWER PARTS
		108098	512.98	04/30/2020	0294956	HYDRANT TEE, SLEEVE GASKE
		108100	120.46	04/30/2020	0294957	HEAVYWALL TEE-WYE
		108112	2,420.00	04/30/2020	0295078/0295079	EMERGENCY WATER PARTS
	WATER PRODUCTS AURORA Total		4,493.20			
2485	WBK ENGINEERING LLC					
		106171	537.50	04/23/2020	21106	BILLING THRU 3/28/20 LIBRARY
		107492	4,698.50	04/23/2020	21107	BILLING THRU 3/28/20 EAST PL
		107538	1,911.75	04/23/2020	21124	BILLING THRU 3/28 CHECKERB
	WBK ENGINEERING LLC Total		7,147.75			
2490	WELCH BROS INC					
		108002	4,602.99	04/30/2020	3080617	INVENTORY ITEMS
	WELCH BROS INC Total		4,602.99			
2495	WEST SIDE TRACTOR SALES CO					
		108039	73.77	04/30/2020	N91907	INVENTORY ITEMS
	WEST SIDE TRACTOR SALES CO Total		73.77			
2506	EESCO					
			325.00	04/23/2020	435621	BUR WCB22 WEJTTPSUM
		107853	265.00	04/23/2020	611880	INVENTORY ITEMS

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		107962	144.00	04/23/2020	616994	INVENTORY ITEMS
		107634	2,561.00	04/30/2020	649465	INVENTORY ITEMS
	EESCO Total		<u>3,295.00</u>			
2535	WITMER ASSOCIATES INC					
		108010	222.98	04/30/2020	2026203	TURTLE PLASTICS
	WITMER ASSOCIATES INC Total		<u>222.98</u>			
2545	GRAINGER INC					
		107966	121.12	04/23/2020	9494206494	LABEL TAPE AND BATTERY
		107973	105.36	04/23/2020	9494556534	TELESCOPING CONE BAR
		107985	172.92	04/23/2020	9497022435	INVENTORY ITEMS
		107547	156.12	04/30/2020	9454103921	SILT FENCE
		108011	109.32	04/30/2020	9498745877	FUNNEL AND PAIL
		108025	244.09	04/30/2020	9501147814	WORK PANTS POLY/COTTON
		107985	172.92	04/30/2020	9513157041	RATCHET FACESHIELD
		107991	35.40	04/30/2020	9513368093	INVENTORY ITEMS
		107991	671.40	04/30/2020	9502449433	INVENTORY ITEMS
		107991	2,528.88	04/30/2020	9502449441	INVENTOR ITEMS
		107991	109.80	04/30/2020	9503022841	INVENTORY ITEMS
		107991	109.80	04/30/2020	9503340961	INVENTORY ITEMS
		108070	60.38	04/30/2020	9505025354	JEAN PANTS # 9J005
		108072	120.76	04/30/2020	9505590928	RELAXED FIT JEAN PANTS # 9L
	GRAINGER INC Total		<u>4,718.27</u>			
2637	ILLINOIS DEPT OF REVENUE					
			924.35	04/24/2020	ILST200424105339CA	Illinois State Tax
			2,130.30	04/24/2020	ILST200424105339CD	Illinois State Tax
			9,174.26	04/24/2020	ILST200424105339FD	Illinois State Tax
			1,797.64	04/24/2020	ILST200424105339FN	Illinois State Tax
			861.08	04/24/2020	ILST200424105339HR	Illinois State Tax
			1,616.90	04/24/2020	ILST200424105339IS	Illinois State Tax
			11,085.28	04/24/2020	ILST200424105339PD	Illinois State Tax
			13,677.57	04/24/2020	ILST200424105339PW	Illinois State Tax
	ILLINOIS DEPT OF REVENUE Total		<u>41,267.38</u>			
2638	INTERNAL REVENUE SERVICE					
			1,349.70	04/24/2020	FICA200424105339CA	FICA Employee
			3,072.63	04/24/2020	FICA200424105339CD	FICA Employee
			597.67	04/24/2020	FICA200424105339FD	FICA Employee

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			2,611.47	04/24/2020	FICA200424105339FN	FICA Employee
			1,260.96	04/24/2020	FICA200424105339HR	FICA Employee
			2,446.67	04/24/2020	FICA200424105339IS	FICA Employee
			294.91	04/24/2020	MEDR200424105339H	Medicare Employer
			572.21	04/24/2020	MEDR200424105339IS	Medicare Employer
			3,848.32	04/24/2020	MEDR200424105339P	Medicare Employer
			4,407.88	04/24/2020	MEDR200424105339P	Medicare Employer
			3,848.32	04/24/2020	MEDE200424105339PI	Medicare Employee
			4,407.88	04/24/2020	MEDE200424105339P'	Medicare Employee
			315.64	04/24/2020	MEDR200424105339C	Medicare Employer
			718.62	04/24/2020	MEDR200424105339C	Medicare Employer
			3,127.96	04/24/2020	MEDR200424105339FI	Medicare Employer
			610.75	04/24/2020	MEDR200424105339FI	Medicare Employer
			315.66	04/24/2020	MEDE200424105339C.	Medicare Employee
			718.62	04/24/2020	MEDE200424105339C	Medicare Employee
			3,127.96	04/24/2020	MEDE200424105339FI	Medicare Employee
			610.73	04/24/2020	MEDE200424105339FI	Medicare Employee
			294.91	04/24/2020	MEDE200424105339H	Medicare Employee
			572.21	04/24/2020	MEDE200424105339IS	Medicare Employee
			26,337.07	04/24/2020	FIT 200424105339FD	Federal Withholding Tax
			4,733.35	04/24/2020	FIT 200424105339FN	Federal Withholding Tax
			2,209.62	04/24/2020	FIT 200424105339HR	Federal Withholding Tax
			3,473.87	04/24/2020	FIT 200424105339IS	Federal Withholding Tax
			27,224.33	04/24/2020	FIT 200424105339PD	Federal Withholding Tax
			33,202.89	04/24/2020	FIT 200424105339PW	Federal Withholding Tax
			1,260.96	04/24/2020	FICE200424105339HR	FICA Employer
			2,446.67	04/24/2020	FICE200424105339IS	FICA Employer
			2,131.33	04/24/2020	FICE200424105339PD	FICA Employer
			18,847.34	04/24/2020	FICE200424105339PV	FICA Employer
			2,846.30	04/24/2020	FIT 200424105339CA	Federal Withholding Tax
			5,465.69	04/24/2020	FIT 200424105339CD	Federal Withholding Tax
			2,131.33	04/24/2020	FICA200424105339PD	FICA Employee
			18,847.34	04/24/2020	FICA200424105339PV	FICA Employee
			1,349.63	04/24/2020	FICE200424105339CA	FICA Employer
			3,072.63	04/24/2020	FICE200424105339CD	FICA Employer
			597.67	04/24/2020	FICE200424105339FD	FICA Employer
			2,611.54	04/24/2020	FICE200424105339FN	FICA Employer
			197,921.24			
INTERNAL REVENUE SERVICE	Total					

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2639	STATE DISBURSEMENT UNIT		471.13	04/24/2020	0000001912004241053	IL Child Support Amount 1
			545.00	04/24/2020	0000002062004241053	IL Child Support Amount 1
			391.78	04/24/2020	0000002922004241053	IL Child Support Amount 1
			1,555.35	04/24/2020	0000003742004241053	IL Child Support Amount 1
			369.23	04/24/2020	0000004862004241053	IL Child Support Amount 1
			700.15	04/24/2020	0000012252004241053	IL Child Support Amount 1
	STATE DISBURSEMENT UNIT Total		4,032.64			
2643	DELTA DENTAL		807.30	04/20/2020	042020	DELTA DENTAL CLAIMS
			1,264.82	04/27/2020	042720	DELTA DENTAL CLAIMS
	DELTA DENTAL Total		2,072.12			
2648	HEALTH CARE SERVICE CORP		62,839.53	04/27/2020	042420	MEDICAL CLAIMS
	HEALTH CARE SERVICE CORP Total		62,839.53			
2666	WINSTON ENGINEERING					
		104261	775.00	04/23/2020	0403CF1139	IEPA FORM 663 STOCKPILE
		104261	625.00	04/23/2020	1220CF1074	INSPECTION AND SOIL SAMPLI
	WINSTON ENGINEERING Total		1,400.00			
2683	CONTINENTAL AMERICAN INSURANCE		42.42	04/24/2020	ACCG200424105339FI	AFLAC Accident Plan
			77.36	04/24/2020	ACCG200424105339PI	AFLAC Accident Plan
			78.06	04/24/2020	ACCG200424105339P	AFLAC Accident Plan
	CONTINENTAL AMERICAN INSURANCE Total		197.84			
2713	CENTENNIAL COUNSELING CENTER					
		104745	390.00	04/30/2020	040820	COUNSELING SERVICES POLIC
	CENTENNIAL COUNSELING CENTER Total		390.00			
2730	RITZ SAFETY LLC					
		107292	216.22	04/23/2020	34025	LONG SLEEVE SHIRT
	RITZ SAFETY LLC Total		216.22			
2738	TRI-R SYSTEMS INCORPORATED					
		107559	3,300.00	04/23/2020	004974	SERVICE REPAIR 2/12/20
	TRI-R SYSTEMS INCORPORATED Total		3,300.00			

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2756	RXBENEFITS INC.		29,663.56	04/20/2020	INV105740	PRESCRIPTION CLAIMS
	RXBENEFITS INC. Total		<u>29,663.56</u>			
2778	CLIENT FIRST CONSULTING GROUP					
		107006	3,675.00	04/23/2020	11285	ST CHARLES EXCHANGE UPGF
	CLIENT FIRST CONSULTING GROUP Total		<u>3,675.00</u>			
2816	DALE FLOYD LAND SURVEYING LLC					
		104407	350.00	04/30/2020	319-5B	11/6/19 SURVEY 300 N RANDAL
	DALE FLOYD LAND SURVEYING LLC Total		<u>350.00</u>			
2832	RR DONNELLEY					
		107845	944.93	04/23/2020	483745708	CHECK STOCK AP
	RR DONNELLEY Total		<u>944.93</u>			
2894	HAVLICEK ACE HARDWARE LLC					
		107949	202.47	04/23/2020	80318/1	HTH SUPR 3" CHLORIINE TABS
		108036	322.80	04/30/2020	80501/1	INVENTORY ITEMS
	HAVLICEK ACE HARDWARE LLC Total		<u>525.27</u>			
2901	FLOW TECHNICS INC					
		107925	735.00	04/30/2020	INV000007950	LABOR HOURS
	FLOW TECHNICS INC Total		<u>735.00</u>			
2950	MARY PORTER					
		107934	168.39	04/23/2020	1902696361	SUPERSONIC EAR MUFF
		107587	283.49	04/30/2020	1902696943	INVENTORY ITEMS
		107761	1,959.01	04/30/2020	1902696944	INVENTORY ITEMS
	MARY PORTER Total		<u>2,410.89</u>			
2956	LAI LTD					
		107906	1,392.45	04/23/2020	20-17343	STATOR MODEL/GASKET
	LAI LTD Total		<u>1,392.45</u>			
2963	RAYNOR DOOR AUTHORITY					
			102.00	04/30/2020	30379	SERVICE WORK 4/22/20
			370.00	04/30/2020	30380	SERVICE REPAIR 4/22/20
	RAYNOR DOOR AUTHORITY Total		<u>472.00</u>			
2985	S SCHROEDER TRUCKING INC					

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		84	3,279.63	04/23/2020	36021	STONE DELIVERY
		83	3,848.96	04/23/2020	36048	HAULING SERVICES
		83	1,416.80	04/30/2020	36065	HAULING
	S SCHROEDER TRUCKING INC Total		<u>8,545.39</u>			
2987	BLUE TARP FINANCIAL INC	107998	2,931.08	04/30/2020	44622553	LIBERTYMAT MEDIUM
	BLUE TARP FINANCIAL INC Total		<u>2,931.08</u>			
2990	HAWKINS INC	87	1,836.60	04/23/2020	4683043	CHEMICALS
		87	6,456.80	04/23/2020	4693510	CHEMICALS
		87	996.17	04/30/2020	4703723	ALUMINUM SULFATE LIQUID
		108065	2,475.00	04/30/2020	4703723A	AQUA HAWK MBS
		87	1,002.40	04/30/2020	4703724	MISC CHEMICALS
	HAWKINS INC Total		<u>12,766.97</u>			
3028	ST CHARLES AUTO INC		34,015.49	04/23/2020	042020	TAX INCENTIVE JUN2019-FEB20
	ST CHARLES AUTO INC Total		<u>34,015.49</u>			
3038	COVERTTRACK GROUP INC	107769	98.00	04/30/2020	37376	BATTERY
	COVERTTRACK GROUP INC Total		<u>98.00</u>			
3099	MIDWEST SALT LLC	85	2,383.50	04/23/2020	P451324	MVP INDUSTRIAL SOLAR COARSE
		85	2,452.80	04/30/2020	P451447	INDUSTRIAL SOLAR COARSE
		85	2,781.54	04/30/2020	P451515	INDUSTRIAL COARSE SOLAR
	MIDWEST SALT LLC Total		<u>7,617.84</u>			
3102	RUSH PARTS CENTERS OF ILLINOIS	107969	595.76	04/23/2020	3018894856	INVENTORY ITEMS
		107969	480.00	04/23/2020	3018905067	INVENTORY ITEMS
		107978	2,637.00	04/30/2020	3019165935	SDS AND LABEL HAND SANITIZ
	RUSH PARTS CENTERS OF ILLINOIS Total		<u>3,712.76</u>			
3127	SHI INTERNATIONAL CORP	108082	406.00	04/30/2020	B11646352	LICENSES ESD SOFTWARE
	SHI INTERNATIONAL CORP Total		<u>406.00</u>			

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3148	CORNERSTONE PARTNERS					
		108030	2,261.32	04/30/2020	CP21241	YARD SUPPLY-SOIL SEED
		108030	507.65	04/30/2020	CP21302	RESTORE 1214 POMEROY CT
		108030	1,542.20	04/30/2020	CP21303	RESTORE 1412 RITA AVE
		108030	631.27	04/30/2020	CP21304	RESTORE 2850 FOXFIELD RD
		108030	69.27	04/30/2020	CP21305	RESTORE 1402 RITA AVE
		108030	7,696.88	04/30/2020	CP21306	RESTORATION 1E CORNER 4TI
		108030	3,328.32	04/30/2020	CP21307	LAWN MAINTENACE 7TH AVE/J
	CORNERSTONE PARTNERS Total		16,036.91			
3153	CALL ONE					
			5,673.70	04/23/2020	233348	ACCT: 1214530 APRIL BILLING
	CALL ONE Total		5,673.70			
3209	HOLMGREN ELECTRIC INC					
			525.24	04/30/2020	7606	PUBLIC WORKS REPAIR UPS S
	HOLMGREN ELECTRIC INC Total		525.24			
3214	B & F CONSTRUCTION CODE SERVCS					
		108063	360.00	04/23/2020	12580	MARCH INSPECTIONS
	B & F CONSTRUCTION CODE SERVCS Total		360.00			
3236	HR GREEN INC					
		107992	20,826.32	04/30/2020	134583	7H AVE PLAT OF SURVEYS
	HR GREEN INC Total		20,826.32			
3242	XYLEM WATER SOLUTIONS USA INC					
		108060	450.00	04/30/2020	3556B16384	REPAIR ZYLSTRA LIFT STATIO
	XYLEM WATER SOLUTIONS USA INC Total		450.00			
3246	KEVIN BOOTZ					
			165.00	04/23/2020	041420	SAFETY BOOTS AMAZON
	KEVIN BOOTZ Total		165.00			
3257	ROBERT HALF INTERNATIONAL INC					
		107591	888.00	04/30/2020	55680152	CONSULTING SVS KELLEY 4/10
		107591	888.00	04/30/2020	55709288	SERVICES KELEY 4/17/20
		107591	888.00	04/30/2020	55749385	KELLEY WEEK ENDING 4/24/20
	ROBERT HALF INTERNATIONAL INC Total		2,664.00			
3263	MCCI LLC					

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		103435	2,275.00	04/30/2020	PRS000066	SERVICES LASERFICHE
	MCCI LLC Total		<u>2,275.00</u>			
3280	PLANET DEPOS LLC					
		104158	569.40	04/23/2020	325906	PINE RIDGE PARK MEETING
	PLANET DEPOS LLC Total		<u>569.40</u>			
3289	VISION SERVICE PLAN OF IL NFP					
			14.98	04/24/2020	VSP 200424105339CA	Vision Plan Pre-tax
			39.78	04/24/2020	VSP 200424105339CD	Vision Plan Pre-tax
			211.66	04/24/2020	VSP 200424105339FD	Vision Plan Pre-tax
			28.92	04/24/2020	VSP 200424105339FN	Vision Plan Pre-tax
			12.22	04/24/2020	VSP 200424105339HR	Vision Plan Pre-tax
			44.20	04/24/2020	VSP 200424105339IS	Vision Plan Pre-tax
			237.20	04/24/2020	VSP 200424105339PD	Vision Plan Pre-tax
			357.66	04/24/2020	VSP 200424105339PW	Vision Plan Pre-tax
	VISION SERVICE PLAN OF IL NFP Total		<u>946.62</u>			
3311	STARK & SON TRENCHING INC					
		104270	16,830.66	04/30/2020	4	FINAL PAYOUT STORM SEWER
	STARK & SON TRENCHING INC Total		<u>16,830.66</u>			
3373	LAWRENCE GUNDERSON					
			28.68	04/30/2020	042820	PETTY CASH REIMBURSEMENT
	LAWRENCE GUNDERSON Total		<u>28.68</u>			
3408	ULINE INC					
		108103	53.62	04/30/2020	119252514	CYLINDER SPRAY BOTTLES
		108103	46.95	04/30/2020	119252515	CYLINDER SPRAY BOTTLES
		108103	48.45	04/30/2020	119290876	CLEAR SPRAY BOTTLE
	ULINE INC Total		<u>149.02</u>			
3433	INTERSTATE POWER SYSTEMS INC					
		107837	1,690.00	04/23/2020	C042041725:01	55 GALLON DRUM
	INTERSTATE POWER SYSTEMS INC Total		<u>1,690.00</u>			
3436	MICHAEL RICE					
		107620	46.98	04/30/2020	D 43735	PARTS VEH 5299
	MICHAEL RICE Total		<u>46.98</u>			
3474	TRAVELERS INDEMNITY					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			880.00	04/23/2020	041620	LEGAL WORK JAN 2020 GAZZO
	TRAVELERS INDEMNITY Total		880.00			
3514	OPTIV SECURITY INC					
		107724	2,124.42	04/30/2020	INV-100143965	TENABLE NETWORK SECURITY
	OPTIV SECURITY INC Total		2,124.42			
3561	ADVANCED ELEVATOR COMPANY					
		104628	520.00	04/23/2020	47263	ELEVATOR MAINTENANCE
	ADVANCED ELEVATOR COMPANY Total		520.00			
3576	CAROLE MURPHY					
			49.98	04/23/2020	042020	PETTY CASH REIMBURSEMENT
			123.29	04/30/2020	042920	PETTY CASH REIMBURSEMENT
	CAROLE MURPHY Total		173.27			
3597	GEOSTAR MECHANICAL INC					
		107979	416.80	04/30/2020	I33262	REPAIR FIRE STATION 3
		107979	3,452.21	04/30/2020	I33057	REPAIR CITY HALL AHU BLOWE
		107979	504.28	04/30/2020	I33134	REPAIR CITY HALL
		107979	250.00	04/30/2020	I33160	REPAIR PW MOP SINK
		107979	883.32	04/30/2020	I33216	REPAIR PW PUMP
		107979	309.50	04/30/2020	I33257	REPAIR FIRE STATION 3
		104198	8,637.50	04/30/2020	I33260	SPRING PREVENTATIVE MAINT
		107484	807.30	04/30/2020	I32812	PW REPAIR
		107484	1,306.64	04/30/2020	I32835	PW REPAIR
		107484	488.51	04/30/2020	I32841	PW REPAIR
		107484	516.50	04/30/2020	I32850	REPAIR PW
		107747	1,400.00	04/30/2020	I32971	REPAIR CENTURY STATION
		107979	1,870.45	04/30/2020	I33003	REPAIR FIRE STATION 1
		107747	1,872.35	04/30/2020	I32649	REPAIR PW BUILDING
		107484	4,555.08	04/30/2020	I32731	PW REPAIR
		107747	4,701.80	04/30/2020	I32804	REPAIR PW BUILDING
	GEOSTAR MECHANICAL INC Total		31,972.24			
3623	SARAH FLETCHER					
		104710	300.00	04/23/2020	210	GRAPHIC DESIGN APRIL
		104710	300.00	04/30/2020	212	GRAPHIC DESIGN MAY LAYOUT
	SARAH FLETCHER Total		600.00			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
3650	V3 CONSTRUCTION GROUP LTD	103050	2,125.00	04/30/2020	2A	FINAL STUARTS CROSSING
	V3 CONSTRUCTION GROUP LTD Total		<u>2,125.00</u>			
3654	ALLIANCE CONCRETE SAWING AND	107990	2,109.30	04/30/2020	11852	SOUTH 7TH AVE
	ALLIANCE CONCRETE SAWING AND Total		<u>2,109.30</u>			
3658	LUTZCO INC	108068	87.46	04/30/2020	0052026-IN	DUCK ACTIVE JACKET
		108069	90.79	04/30/2020	0052027-IN	DUCK ZIP TO HIP OVERALL
		108071	92.13	04/30/2020	0052030-IN	WASHED DUCK ACTIVE JACKE
	LUTZCO INC Total		<u>270.38</u>			
3679	CLASSIC LANDSCAPE LTD	106933	705.00	04/23/2020	133999	APRIL LAWN MAINTENANCE
	CLASSIC LANDSCAPE LTD Total		<u>705.00</u>			
3684	RESPECT TECHNOLOGY INC	106013	3,360.00	04/23/2020	14207	MONTHLY SUPPORT APRIL
		106013	-3,360.00	04/23/2020	14207	MONTHLY SUPPORT APRIL
		106013	2,720.00	04/23/2020	14207A	MONTHLY SUPPORT APRIL
	RESPECT TECHNOLOGY INC Total		<u>2,720.00</u>			
3686	NATIONAL POWER RODDING CORP	104328	3,712.50	04/30/2020	51145	SCOPE SERVICES
	NATIONAL POWER RODDING CORP Total		<u>3,712.50</u>			
3725	COMBINED ROOFING SERVICES LLC	107789	1,845.36	04/30/2020	9240	REPAIR CITY HALL ROOF
	COMBINED ROOFING SERVICES LLC Total		<u>1,845.36</u>			
3766	PROVEN BUSINESS SYSTEMS	104647	190.86	04/30/2020	701294	MONTHLY BILLING
	PROVEN BUSINESS SYSTEMS Total		<u>190.86</u>			
3786	EMPLOYEE BENEFITS CORPORATION	104220	341.60	04/23/2020	2867835	CERTIFICATE OF RESOLUTION
	EMPLOYEE BENEFITS CORPORATION Total		<u>341.60</u>			
3797	ONE WAY SAFETY LLC					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		106830	3,643.44	04/30/2020	SI17496	INSTALL CASCADE SYSTEM
	ONE WAY SAFETY LLC Total		<u>3,643.44</u>			
3799	LRS HOLDINGS LLC					
		104753	30.96	04/23/2020	0000072957	RECYCLED WOOD
		105537	170.00	04/30/2020	PS307277	SERVICES 12/20/19-1/16/20
		104119	85.00	04/30/2020	PS307278	12/20/19-01/16/20 SERVICES
		105537	130.00	04/30/2020	PS316269	MARCH BILLING
		104119	65.00	04/30/2020	PS316270	RENTAL
		104112	9,738.32	04/30/2020	PS318498	STREET SWEEPING APRIL
	LRS HOLDINGS LLC Total		<u>10,219.28</u>			
3805	EMPLOYEE BENEFITS CORP - ACH					
			7,561.68	04/30/2020	C98632-202004	FLEXIBLE SPENDING CLAIMS
	EMPLOYEE BENEFITS CORP - ACH Total		<u>7,561.68</u>			
3831	IMAGETEC L P					
		104215	513.59	04/23/2020	599340	MONTHLY BILLING
	IMAGETEC L P Total		<u>513.59</u>			
3843	FACTORY CLEANING EQUIPMENT INC					
		107888	99.95	04/30/2020	130027	SPECTRUM DISINFECT
	FACTORY CLEANING EQUIPMENT INC Total		<u>99.95</u>			
3863	KOVILIC CONSTRUCTION CO INC					
		104364	3,000.00	04/23/2020	6	RT 31 PUNCH LIST PAYOUT
	KOVILIC CONSTRUCTION CO INC Total		<u>3,000.00</u>			
3867	HOOPER CORPORATION					
		104055	107,462.14	04/30/2020	11986-14-11	OVERHEAD CONTRACTOR WO
	HOOPER CORPORATION Total		<u>107,462.14</u>			
3882	CORE & MAIN LP					
		108075	171.00	04/30/2020	M199481	MISC COPPER PARTS
		108075	429.00	04/30/2020	M215746	STOCK ITEMS
	CORE & MAIN LP Total		<u>600.00</u>			
3886	VIA CARLITA LLC					
		108093	471.38	04/30/2020	134301	V#1930 FORD 1FT7X2B62FED3C
		108095	434.09	04/30/2020	134598	REPAIR UNIT 1705
		104002	11.56	04/30/2020	24448	FLEET DEPT PARTS

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		104002	21.61	04/30/2020	24511	FLEET DEPT PARTS
	VIA CARLITA LLC Total		938.64			
3915	B&W CONTROL SYSTEMS					
		104993	174.46	04/23/2020	0209609	SUPPORT SERVICES WATER D
		104993	1,976.83	04/30/2020	0211531	SUPPORT SERVICES WATER D
		102242	4,832.95	04/30/2020	0213126	MS4 SERVICES
	B&W CONTROL SYSTEMS Total		6,984.24			
3933	RILEY CONSTRUCTION COMPANY INC					
		94557	13,460.53	04/30/2020	21-FINAL	POLICE PROJECT FINAL BILLIN
		100526	9,634.99	04/30/2020	21A-FINAL	POLICE PROJECT FINAL BILLIN
	RILEY CONSTRUCTION COMPANY INC Total		23,095.52			
3948	UNIQUE PRODUCTS & SERVICE CORP					
		107770	245.00	04/23/2020	386964-1	INVENTORY ITEMS
		107771	192.00	04/30/2020	388644	INVENTORY ITEMS
		107950	63.90	04/30/2020	388748	DISHWASHING DETERGENT
		107950	191.70	04/30/2020	388748-1	INVENTORY ITEM
	UNIQUE PRODUCTS & SERVICE CORP Total		692.60			
3957	PAYMENTUS CORPORATION					
		107776	225.00	04/30/2020	INV-15-101328	ENCRYPED MESSAGE SERVICI
		107776	-225.00	04/30/2020	INV-15-101328	ENCRYPED MESSAGE SERVICI
	PAYMENTUS CORPORATION Total		0.00			
3968	TRANSAMERICA CORPORATION					
			4,419.15	04/24/2020	RHFP200424105339PI	Retiree Healthcare Funding Pla
	TRANSAMERICA CORPORATION Total		4,419.15			
3971	DUO SECURITY INC					
		107885	3,824.09	04/30/2020	INV4235609	DUO SOFTWARE SUBSCRIPTIC
	DUO SECURITY INC Total		3,824.09			
3973	HSA BANK WIRE ONLY					
			50.00	04/24/2020	HSAF200424105339C/	Health Savings Plan - Family
			200.00	04/24/2020	HSAF200424105339CI	Health Savings Plan - Family
			1,371.14	04/24/2020	HSAF200424105339FI	Health Savings Plan - Family
			373.52	04/24/2020	HSAF200424105339HF	Health Savings Plan - Family
			1,117.69	04/24/2020	HSAF200424105339IS	Health Savings Plan - Family
			771.16	04/24/2020	HSAF200424105339PI	Health Savings Plan - Family

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			247.69	04/24/2020	HSAS200424105339PV	Health Savings - Self Only
			300.00	04/24/2020	HSAF200424105339PV	Health Savings Plan - Family
			173.00	04/24/2020	HSAS200424105339C/	Health Savings - Self Only
			206.92	04/24/2020	HSAS200424105339CI	Health Savings - Self Only
			409.62	04/24/2020	HSAS200424105339FI	Health Savings - Self Only
			100.00	04/24/2020	HSAS200424105339FI	Health Savings - Self Only
			694.15	04/24/2020	HSAS200424105339PI	Health Savings - Self Only
	HSA BANK WIRE ONLY Total		<u>6,014.89</u>			
3993	CHARLES EQUIPMENT ENERGY					
		108044	775.48	04/30/2020	9009	PARTS AND LABOR LAB
	CHARLES EQUIPMENT ENERGY Total		<u>775.48</u>			
4015	TRANSGARD LLC					
		107565	21,200.00	04/23/2020	074286A	TRANSGUARD FENCE PARTS
	TRANSGARD LLC Total		<u>21,200.00</u>			
4019	VECTOR STOMP INC					
		104325	6,350.00	04/23/2020	IN-006945	CERTIFICATION
	VECTOR STOMP INC Total		<u>6,350.00</u>			
4020	TREES R US INC					
		104266	11,139.38	04/30/2020	23712	TREE TRIMMING ZONE 5
	TREES R US INC Total		<u>11,139.38</u>			
4033	J & F CONCRETE LIFTING CORP					
		104327	5,985.00	04/30/2020	001084	CONCRETE LIFTING SERVICES
	J & F CONCRETE LIFTING CORP Total		<u>5,985.00</u>			
4048	ZOLL MEDICAL CORPORATION					
		108074	1,554.94	04/30/2020	3058265	REPAIR
	ZOLL MEDICAL CORPORATION Total		<u>1,554.94</u>			
4057	COPS TESTING SERVICE INC					
		108062	160.00	04/30/2020	105882	LAW ENFORCEMENT PRE EMPLO
	COPS TESTING SERVICE INC Total		<u>160.00</u>			
4074	AMAZON CAPITAL SERVICES INC					
		104009	23.45	04/23/2020	13JP-N47W-KW9J	POLICE DEPT SUPPLIES
		104203	17.99	04/23/2020	13KV-HK3M-C966	GLOVES FOR HR
		108013	176.36	04/23/2020	146Q-GG9K-R9PT	TENERGY BATTERY

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		108066	172.80	04/23/2020	1MP4-7Q6N-7V1W	INVENTORY ITEMS
		107913	144.95	04/30/2020	1K74-6XNM-J9RG	PLATINUM BLUETOOTH HEADS
		108048	137.94	04/30/2020	1L9F-7J6M-KJ97	COMPUTER SUPPLIES
		108054	1,198.00	04/30/2020	1RHR-VHYF-PX4T	PERMANENT RADIO RAY LED
		108040	97.69	04/30/2020	1TMG-YGK4-6DVX	TYVEK EXPANSION MAILER
		104009	104.65	04/30/2020	1VXL-MJ7G-NTM4	PLASTIC SPRAY BOTTLES
		104009	28.84	04/30/2020	1XPJ-H6JG-KQGK	GEN 7 CAT TOURNIQUET
		108081	1,182.63	04/30/2020	13PL-Q1CL-1CXH	INVENTORY ITEMS
		108099	15.99	04/30/2020	14C9-H7CT-4XQG	USB-C ADAPTER
		107718	59.99	04/30/2020	17NY-GRW3-7CWW	COMPUTER SPEAKERS
		108048	190.75	04/30/2020	1CT6-FDNW-9P9G	TYVEK EXPANSION MAILER
		108066	16.98	04/23/2020	1N3J-NVYF-CRRN	FACEPIECE RESPIRATOR
		108018	12.89	04/23/2020	1QNC-16FG-6K6M	LABEL TAPE REPLACEMENT
		108028	139.95	04/23/2020	1V99-JWKY-KKDN	TOW WORK BOOT BROWN
		107913	28.97	04/23/2020	1Y4N-CR3N-R1WY	CLEAR PLASTIC SPRAY BOTTL
	AMAZON CAPITAL SERVICES INC Total		3,750.82			
4078	VALVOLINE LLC					
		107951	288.78	04/23/2020	132719077	VPS FUEL RAIL
	VALVOLINE LLC Total		288.78			
4088	Sharon Bringelson					
			7.20	04/23/2020	041720	PETTY CASH REIMBURSEMENT
	Sharon Bringelson Total		7.20			
4112	AQUEITY					
		104641	6,800.00	04/23/2020	66668	FINAL PROJECT BILLING WEB F
	AQUEITY Total		6,800.00			
4114	CHICAGO PARTS AND SOUND LLC					
		107907	18.77	04/23/2020	1-0137204	INVENTORY ITEMS
		108031	620.64	04/30/2020	1-0137703	MISC SUPPLIES
	CHICAGO PARTS AND SOUND LLC Total		639.41			
4142	INTELLIAS INC					
		107297	350.00	04/23/2020	11823	FAX INTEGRATOR MIGRATION
	INTELLIAS INC Total		350.00			
4151	LAURA E RICE					
		102900	5,000.00	04/23/2020	040620	FACADE IMPROVEMENT PROG

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	LAURA E RICE Total		<u>5,000.00</u>			
4174	UNIFIRST CORPORATION	103986	202.40	04/30/2020	042720	MONTHLY BILLING APRIL
	UNIFIRST CORPORATION Total		<u>202.40</u>			
4194	BUCK BROS INC	107470	3,800.00	04/23/2020	248878	DROP SPREADER
	BUCK BROS INC Total		<u>3,800.00</u>			
4196	NCNTF		24,979.25	04/30/2020	043020	JAG 2017 PROGRAM GRANT 41
	NCNTF Total		<u>24,979.25</u>			
4197	ILLINOIS PUBLIC RISK FUND		115,837.12	04/30/2020	1099	WORKMAN COMP 1/120-3/31/20
	ILLINOIS PUBLIC RISK FUND Total		<u>115,837.12</u>			
4209	AC READY MIX LLC	86	550.27	04/30/2020	154	CONCRETE
	AC READY MIX LLC Total		<u>550.27</u>			
4210	GALLAGHER BENEFIT SERVICES INC	104268	13,125.00	04/30/2020	199189	FEB-APRIL 2020 CONSULTING
	GALLAGHER BENEFIT SERVICES INC Total		<u>13,125.00</u>			
4214	ARAMARK REFRESHMENT SERVICES	104390	336.95	04/23/2020	10075826	COFFEE SUPPLIES POLICE DEI
	ARAMARK REFRESHMENT SERVICES Total		<u>336.95</u>			
4247	LEYDEN ELECTRIC INC	107261	1,700.00	04/23/2020	15702	LIGHT FIXTURES @ WELL 3/4
	LEYDEN ELECTRIC INC Total		<u>1,700.00</u>			
4268	PATRICK M HOGAN	107384	21,915.00	04/30/2020	20-847	DEMOLITION 112 S 9TH AVE
	PATRICK M HOGAN Total		<u>21,915.00</u>			
4275	GPE CONTROLS INC	105354	1,111.80	04/30/2020	162513	PREVENTATIVE SERVICES

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	GPE CONTROLS INC Total		<u>1,111.80</u>			
4292	GARDA CL GREAT LAKES INC	105616	187.47	04/23/2020	10555467	MONTHLY BILLING UB DEPT
	GARDA CL GREAT LAKES INC Total		<u>187.47</u>			
4298	CRAWFORD INTELLECTUAL		420.00	04/30/2020	02340	CONSULTING COPYRIGHT
	CRAWFORD INTELLECTUAL Total		<u>420.00</u>			
4309	RODNEY MILLER	105896	5,000.00	04/23/2020	042220	FACADE IMPROVEMENT PROG
	RODNEY MILLER Total		<u>5,000.00</u>			
4332	ADVOMATIC STUDIO LLC	107728	450.00	04/23/2020	57386	MARCH SERVICES
	ADVOMATIC STUDIO LLC Total		<u>450.00</u>			
4341	CIORBA GROUP	106991	5,849.30	04/30/2020	0024830	COUNTRY CLUB LIFT STATION
	CIORBA GROUP Total		<u>5,849.30</u>			
4348	VALLEY MUFFLER SHOP INC	107864	55.44	04/23/2020	3059533	SERVICE OIL CHANGE AND FIL
		108015	35.58	04/23/2020	3059625	OIL CHANGE VEH 1829
	VALLEY MUFFLER SHOP INC Total		<u>91.02</u>			
4376	UTILITRA LLC	107480	261.34	04/23/2020	99803	SUB 3 WORK
	UTILITRA LLC Total		<u>261.34</u>			
4377	MACQUEEN EQUIPMENT LLC	107300	623.95	04/23/2020	P01375	REPAIR
		107300	73.43	04/30/2020	P01788	PARTS FOR FLEET
		107300	389.04	04/30/2020	P01819	FLEET DEPT PARTS
	MACQUEEN EQUIPMENT LLC Total		<u>1,086.42</u>			
4380	CHARLES VINCENT GEORGE	107328	2,475.00	04/30/2020	2003010	SERVICES THRU 3/31/20
	CHARLES VINCENT GEORGE Total		<u>2,475.00</u>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
4391	METRONET		112.05	04/30/2020	042220	ACCT: 1497261 4/22/20
	METRONET Total		112.05			
4404	GOODWAY TECHNOLOGIES CORP	107856	188.69	04/30/2020	153867	BIOSPRAY D2 CHEMICAL
	GOODWAY TECHNOLOGIES CORP Total		188.69			
4412	WI SCTF		596.30	04/24/2020	0000012442004241053	WI Child Support Amount 1
	WI SCTF Total		596.30			
9990010:	KRISTIN BENNETT		137.00	04/30/2020	042320	REFUND-DUPLICATEPYMT#202
	KRISTIN BENNETT Total		137.00			
9990010:	MARILYN & JOSEPH CONNELLY		52.00	04/30/2020	042320	REFUND-RECORDING-801 JEFF
	MARILYN & JOSEPH CONNELLY Total		52.00			
9990010:	BRITTANY WILK		40.00	04/30/2020	042920	REFUND CPR CLASS MAY 2020
	BRITTANY WILK Total		40.00			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
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	<u>Grand Total:</u>	<u>1,509,683.51</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:

Presentation of a Recommendation from Mayor Rogina to appoint John Stock to the St. Charles Youth Commission

Presenter:

Mayor Raymond P. Rogina

Meeting: City Council

Date: May 18, 2020

Proposed Cost: \$

Budgeted Amount: \$

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

Request favorable consideration to appoint John Stock to the St. Charles Youth Commission with a term ending April 30, 2021.

Attachments *(please list):*

Email of interest, Resume

Recommendation/Suggested Action *(briefly explain):*

Presentation of a Recommendation from Mayor Rogina to appoint John Stock to the St. Charles Youth Commission



From: John Stock [REDACTED]
Sent: Friday, May 01, 2020 11:16 AM
To: Rogina, Raymond
Subject: STC Youth Commission

Dear Mr. Rogina,

I would like to volunteer to serve on the St. Charles Youth Commission. I am a 30 year resident of St. Charles and have worked in this town since 1977. I have extensive service working with youth. I was a 5th grade teacher at Wild Rose Elementary for 34 years from 1977 until 2011. I am currently the head boy's golf coach at St. Charles East High School and have served in that position since East opened in 2000. I believe this experience working with the young boys and girls of our community for over 43 years has given me the knowledge and experience to help give back to my community. I would appreciate your consideration of this application. Thank you.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: IB

Title:

Presentation of a Recommendation from Mayor Rogina to appoint Ryan Bongard to the Zoning Board of Appeals

Presenter:

Mayor Raymond P. Rogina

Meeting: City Council

Date: May 18, 2020

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

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

Request favorable consideration to appoint Ryan Bongard to the Zoning Board of Appeals with a term ending April 30, 2022.

Attachments *(please list):*

Email of interest, Resume

Recommendation/Suggested Action *(briefly explain):*

Presentation of a Recommendation from Mayor Rogina to appoint Ryan Bongard to the Zoning Board of Appeals

From: Ryan Bongard [REDACTED]
Sent: Tuesday, April 28, 2020 10:44 AM

To: Rogina, Raymond
Subject: Re: Yesterday's City Council Meeting / Commission Vacancies

If they are open, I would prefer Zone Board of Appeals

On Tuesday, April 28, 2020, 10:25:28 AM CDT, Ryan Bongard [REDACTED] wrote:

Good Morning Mr. Mayor -

I was in attendance for last night's City Council meeting, I see two vacancies remain on the Youth Commission and Zone Board of Appeals. I will volunteer to fill one of those posts if you are still in need of someone.

Ryan Bongard

EDUCATION & TRAINING

UNIVERSITY OF NOTRE DAME, MENDOZA SCHOOL OF BUSINESS
Master of Science in Business Analytics (2017)

UNIVERSITY OF NOTRE DAME, MENDOZA SCHOOL OF BUSINESS
Executive Certificate in Leadership (2014)

HIGH ACHIEVEMENT LEADERSHIP: PRINCIPLES & COMMUNICATION
Executive Certificate in Communication (2008)

AMERICAN INTERCONTINENTAL UNIVERSITY, ONLINE CAMPUS
Master's in Business Administration, Management (2007)

CONCORDIA UNIVERSITY, RIVER FOREST IL
Bachelor of Arts, Law & Justice (2004)

PROFESSIONAL EXPERIENCE

OWNER CONNECT, HOFFMAN ESTATES IL
Vice President of Operations (2016 – Present)

A leader in automotive consulting services, Owner Connect provides North American auto groups with a variety of professional services designed to improve store profitability and customer satisfaction. The Vice President of Operations oversees financial budgeting & performance, manages multiple departments and direct reports and is responsible for strategic vision and initiative implementation.

TWELVE21 LLC, HOFFMAN ESTATES IL
Founder & President (2015 – Present)

Twelve21 LLC was established in 2015 with the vision as a central holding company to create, launch and manage new business ventures. The first acquisition was Owner Connect, a leading automotive consulting firm based in Hoffman Estates. As Founder & President, I am responsible for profitability, project development, future investment and direct management of project personnel.

PEARSON EDUCATION, ELK GROVE IL
Associate Director of Recruitment Services (2009 – 2016)

Pearson Education is a global leader in print, media services and online education. For seven years, I served as an Associate Director of Recruitment Services managing the creation of online learning platforms for traditional universities. Overseeing a team of 15 direct reports, my portfolio of schools included the University of Southern California, Wake Forest University, University of Maryland and many more. Annual growth expectations fell between 10-20% in student recruitment and retention, with a targeted contribution ranging between \$500k - \$2mil per client.

CAREER EDUCATION CORPORATION, SCHAUMBURG IL
Director of Admission & Training (2005 – 2009)

As the Director of Admission & Training for CEC's leading school (i.e. Brand), American InterContinental University, I was responsible for the creation and delivery of curriculum to improve department performance. As the DOA/DOT I was called on to manage teams ranging from 15-30 staff members while I also overseeing staff assigned to different locations. The primary objective of each assignment was to improve our effectiveness at recruiting and retaining prospective enrollees to AIU's online coursework.

VOLUNTEER EXPERIENCE

CHARLEMAGNE HOMEOWNERS ASSOCIATION, ST. CHARLES IL
President & Treasurer (2014-2017)

THE EXAMINER, WEST CHICAGO IL
Political Reporter covering Kane County Public Affairs (2012-2013)



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: IC

Title:

Presentation of a Recommendation from Mayor Rogina to Approve the Reappointment of Angela Churchill to the Natural Resources Commission.

Presenter:

Mayor Raymond P. Rogina

Meeting: City Council

Date: May 18, 2020

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

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

Request favorable consideration to reappoint Angela Churchill to the Natural Resources Commission with a term expiration date of April 30, 2024.

Attachments *(please list):*

None

Recommendation/Suggested Action *(briefly explain):*

Presentation of a Recommendation from Mayor Rogina to Approve the Reappointment of Angela Churchill to the Natural Resources Commission.

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: ID

Title:

Recommendation to approve an Ordinance Providing for the Issuance of General Obligation Corporate Purpose Bonds, Series 2020 in an Aggregate Amount Not To Exceed \$21,600,000, Of the City Of St. Charles, Kane And DuPage Counties, Illinois, for the Purpose Of Financing Certain Capital Improvements Within Said City and Refunding Certain of the City's Outstanding Bonds, Providing for the Levy of a Direct Annual Tax Sufficient to Pay the Principal of and Interest on Said Bonds, and Authorizing the Sale of Said Bonds to the Purchaser Thereof.

Presenter:

Chris Minick, Finance Director

Meeting: City Council

Date: May 18, 2020

Proposed Cost: \$

Budgeted Amount: \$

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

Attached is an ordinance authorizing the City to issue General Obligation Bond Series 2020 A, B, and C.

Approximately \$13.4 million of the \$21.6 million in bonds will be used to finance various capital improvements as included in the FY 2020-2021 budget. The projects include continuation of the 7th Ave Creek Flooding Mitigation Project, 2nd and Delnor Improvements, resurfacing of S 7th Ave, rehabilitation of the Country Club Rd Lift Station, Replacement of Utility Billing Software, Automated Utility Metering Technology, and electric system improvements. The remainder of the bond issue is being proposed to refinance City Bond Series 2010A and 2010C. We have also included authorization to refinance the City's bond issue Series 2011 A, but at this point it is doubtful it will be financially advantageous to do so. We have included 2011A to maximize our options in the event the market conditions are favorable to refinance when we sell the bonds later this summer.

The Ordinance specifies the parameters which must be adhered to in order for the City to issue and sell the bonds. The parameters are established because of the fluctuating nature of the municipal bond market and timing of the pricing, sales, and closing of the bonds. The ordinance authorizes designated officials of the City to execute the necessary bond documents and issue the bonds as long as the established parameters are met. If this ordinance is approved by City Council, the City would take delivery of the bond proceeds likely in early September, but it could be sooner if deemed advantageous to do so.

The parameters for Series A specify:

- Bond sale prior to November 18, 2020, term not to exceed 20 years
- Interest cannot exceed 6%
- Any individual principal maturity cannot \$1,030,000 and no individual debt service amount may exceed \$1,260,000

Parameters for Series B specify:

- Bond sale prior to November 18, 2020, term not to extend beyond 12/1/2030
- Interest cannot exceed 5%
- Any individual principal maturity cannot \$580,000 and no individual debt service amount may exceed \$754,300.

Parameters for Series C specify:

- Bond sale prior to November 18, 2020, term not to extend beyond 12/1/2031
- Interest cannot exceed 5%
- Any individual principal maturity cannot \$350,000 and no individual debt service amount may exceed \$354,800.

It is important to note that the ordinance authorizes the issuance of bonds within the specified parameters but it does not require bonds to be issued. Terms of the proposed bond issue will be finalized upon sale and will be based on the prevailing market conditions within the specified parameters.

Attachments *(please list):*

Ordinance

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve an Ordinance Providing for the Issuance of General Obligation Corporate Purpose Bonds, Series 2020 in an Aggregate Amount Not To Exceed \$21,600,000, Of the City Of St. Charles, Kane And DuPage Counties, Illinois, for the Purpose Of Financing Certain Capital Improvements Within Said City and Refunding Certain of the City's Outstanding Bonds, Providing for the Levy of a Direct Annual Tax Sufficient to Pay the Principal of and Interest on Said Bonds, and Authorizing the Sale of Said Bonds to the Purchaser Thereof.

EXTRACT OF MINUTES of a regular public meeting of the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, held at the City Hall, 2 East Main Street, in said City, at 7:00 p.m., on the 18th day of May, 2020.

The Mayor called the meeting to order and directed the City Clerk to call the roll.

Upon the roll being called, the [Mayor and the] following Aldermen were physically present at said location: _____

The [Mayor and the] following Aldermen attended the meeting by video or audio conference: _____

The following Aldermen were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The following officials of the City were physically present at said location and ensured the availability of electronic meeting access by [video] [audio] conference to any members of the public attending the meeting in person at said location and requesting such access: _____

The Mayor announced that the next item for consideration was the issuance of the City’s bonds for the purpose of paying the cost of public capital infrastructure improvements in and for the City, including but not limited to, streetscape and roadway improvements, water and sewer improvements and electrical improvements in and for the City, together with such engineering, electrical, financial, legal and other professional services related thereto as may be advisable and necessary, to refund certain outstand bonds of the City and to pay the cost of issuing said bonds, and that the Mayor and the City Council would consider the adoption of an ordinance providing

for the issue of said bonds and the levy of taxes sufficient to pay the principal of and interest thereon. The Mayor then explained that the ordinance sets forth the parameters for the issue of said bonds and sale thereof to the purchaser by designated officials of the City and summarized the pertinent terms of said parameters, including the specific parameters governing the manner of sale, length of maturity, rates of interest, purchase price and tax levy for said bonds.

Whereupon, the Mayor presented, and there was incorporated into the record in full the following ordinance, which was made available to the Aldermen and interested members of the public, entitled:

AN ORDINANCE providing for the issuance of General Obligation Corporate Purpose Bonds, Series 2020 in an aggregate amount not to exceed \$21,600,000, of the City of St. Charles, Kane and DuPage Counties, Illinois, for the purpose of financing certain capital improvements within said City and refunding certain of the City's outstanding bonds, providing for the levy of a direct annual tax sufficient to pay the principal of and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

(the "*Bond Ordinance*").

Alderman _____ then moved and Alderman _____ seconded the motion that the Bond Ordinance as presented be adopted.

A City Council discussion of the matter followed. During the City Council discussion, it was explained that said bonds are issuable without referendum pursuant to the home rule powers of the City, and that the Bond Ordinance sets forth the parameters for the issue of said bonds and sale thereof, by designated officials of the City, and summarized the pertinent terms of said parameters, including the specific parameters governing the manner of sale, length of maturity, rates of interest, purchase price and tax levy for said bonds.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon the motion to adopt the Bond Ordinance.

Upon the roll being called, the following Aldermen voted AYE: _____

and the following Aldermen voted NAY: _____

WHEREUPON, the Mayor declared the motion carried and the Bond Ordinance adopted, and henceforth did approve and sign the same in open meeting, and did direct the City Clerk to record the same in full in the records of the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois.

Other business was duly transacted at said meeting.

Upon motion duly made and carried, the meeting adjourned.

City Clerk

ORDINANCE NO. _____

AN ORDINANCE providing for the issuance of General Obligation Corporate Purpose Bonds, Series 2020 in an aggregate amount not to exceed \$21,600,000, of the City of St. Charles, Kane and DuPage Counties, Illinois, for the purpose of financing certain capital improvements within said City and refunding certain of the City's outstanding bonds, providing for the levy of a direct annual tax sufficient to pay the principal of and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

WHEREAS, the City of St. Charles, Kane and DuPage Counties, Illinois (the "*City*"), has a population in excess of 25,000 as determined by the last official census, and pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois, the City is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt; and

WHEREAS, pursuant to the provisions of said Section 6, the City has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval; and

WHEREAS, the City Council of the City (the "*Council*" or "*City Council*") has considered the needs of the City and does hereby determine that it is necessary, desirable and in the best interests of the City to borrow at this time the sum of not to exceed \$13,400,000 for the purpose of paying the cost of capital improvements in and for the City, including but not limited to, streetscape and roadway improvements, water and sewer improvements and electrical improvements in and for the City, together with such engineering, electrical, financial, legal and other professional services related thereto as may be advisable and necessary, and to pay the cost of issuing bonds for said purpose (the "*Project*"); and

WHEREAS, the City has outstanding General Obligation Corporate Purpose Bonds, Series 2010A, dated December 14, 2010 (the "*Series 2010A Bonds*"), General Obligation Refunding Bonds, 2010C, dated December 14, 2010 (the "*Series 2010C Bonds*"), and General Obligation

Corporate Purpose Bonds, Series 2011A, dated October 20, 2011 (the “*Series 2011A Bonds*” and, together with the Series 2010A Bonds and the Series 2010C Bonds, the “*Prior Bonds*”); and

WHEREAS, it is necessary and desirable to refund all or a portion of the Prior Bonds (said portion of the Prior Bonds to be refunded referred to herein as the “*Refunded Bonds*”) in order to realize debt service savings for the City; and

WHEREAS, the Refunded Bonds shall be more fully described in a Bond Notification or Escrow Agreement (each as hereinafter defined) and are presently outstanding and unpaid and are binding and subsisting legal obligations of the City; and

WHEREAS, in accordance with the terms of the Refunded Bonds, the Refunded Bonds may be called for redemption prior to their maturity, and it is necessary and desirable to make such call for the redemption of the Refunded Bonds on their earliest possible and practicable call date, and provide for the giving of proper notice to the registered owners of the Refunded Bonds; and

WHEREAS, the Council has determined that in order to refund the Refunded Bonds (the “*Refunding*”), it is necessary to borrow an amount not to exceed \$8,200,000 and issue bonds of the City therefor; and

WHEREAS, the Council has heretofore determined that it is necessary and advisable for the public health, safety, welfare, and convenience of residents of the City that the City undertake a redevelopment project and has heretofore called a public hearing, convened a joint review board, held said public hearing, approved a redevelopment plan and designated a redevelopment project area (the “*Redevelopment Project Area*”) for that portion of the City known as the St. Charles Mall Redevelopment Project Area, and has further adopted tax increment allocation financing and established a separate and segregated fund known as the “St. Charles Mall Redevelopment Project Area Special Tax Allocation Fund” (the “*Special Tax Allocation Fund*”) for the Redevelopment

Project Area, all as authorized by the Tax Increment Allocation Redevelopment Act, as amended (the “*TIF Act*”).

WHEREAS, pursuant to the TIF Act and the proceedings authorizing the Series 2010C Bonds, the Series 2010C Bonds were issued to refund certain bonds of the City issued to pay for projects in the Redevelopment Project Area and are payable from incremental taxes available and on deposit in the Special Tax Allocation Fund (the “*Incremental Taxes*”);

WHEREAS, the allocable portion of the Series 2020B Bonds (as hereinafter defined) used to refund the Series 2010C Bonds may therefore be payable from the Incremental Taxes, as further described herein; and

WHEREAS, it is in the best interests of the City to issue General Obligation Bonds of the City in an amount not to exceed \$13,400,000 for the Project (the “*Project Bonds*”), and bonds in an amount not to exceed \$8,200,000 for the Refunding (the “*Refunding Bonds*”), in an aggregate principal amount not to exceed \$21,600,000:

NOW THEREFORE Be It Ordained by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Incorporation of Preambles. The Council hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and does incorporate them into this Ordinance by this reference.

Section 2. Authorization. It is hereby found and determined that pursuant to the provisions of the Illinois Municipal Code, as supplemented and amended, and the home rule powers of the City under Section 6 of Article VII of the Illinois Constitution of 1970 (in the event of conflict between the provisions of said code and home rule powers, the home rule powers shall be deemed to supersede the provisions of said code) (the “*Act*”), the Council has been authorized by law to borrow an amount not to exceed \$21,600,000 for the Project and the Refunding, upon

the credit of the City and as evidence of such indebtedness to issue bonds of the City to said amounts, the proceeds of said bonds to be used to provide for the Project, and that it is necessary and for the best interests of the City that there be issued an amount not to exceed \$21,600,000 of the bonds so authorized for the Project and the Refunding, and these findings and determinations, together with those set forth in the preambles to this Ordinance, shall be deemed conclusive.

Section 3. Bond Details. There be borrowed by, for and on behalf of the City an amount not to exceed \$21,600,000 for the purposes aforesaid, and that bonds of the City shall be issued to the amounts and designated as follows: not exceed \$13,400,000 General Obligation Corporate Purpose Bonds, Series 2020A” (the “*Series 2020A Bonds*”), not to exceed \$5,000,000 General Obligation Corporate Purpose Refunding Bonds, Series 2020B (the “*Series 2020B Bonds*”), and not to exceed \$3,200,000 Taxable General Obligation Corporate Purpose Refunding Bonds, Series 2020C (the “*Series 2020C Bonds*” and, together with the Series 2020A Bonds and the Series 2020B Bonds, the “*Bonds*”) shall be dated such date (not later than November 18, 2020) as set forth in a Bond Notification (as hereinafter defined), and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each or authorized integral multiples thereof (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward.

The Series 2020A Bonds shall become due and payable serially or be subject to mandatory redemption (subject to prior optional redemption as hereinafter described) on December 1 of each of the years (not later than 2040), bearing interest at the rates per annum (not exceeding 6.00% per annum) and in the amounts (not to exceed \$1,030,000 per year), all as set forth in a Bond Notification. The Series 2020A Bonds shall be Project Bonds.

The Series 2020B Bonds shall become due and payable serially or be subject to mandatory redemption (subject to prior optional redemption as hereinafter described) on December 1 of each

of the years (not later than 2030), bearing interest at the rates per annum (not exceeding 5.00% per annum) and in the amounts (not to exceed \$580,000 per year), all as set forth in a Bond Notification. The Series 2020B Bonds shall be Refunding Bonds issued to refund all or a portion of the Series 2010A Bonds and Series 2010C Bonds.

The Series 2020C Bonds shall become due and payable serially or be subject to mandatory redemption (subject to prior optional redemption as hereinafter described) on December 1 of each of the years (not later than 2031), bearing interest at the rates per annum (not exceeding 5.00% per annum) and in the amounts (not to exceed \$350,000 per year), all as set forth in a Bond Notification. The Series 2020C Bonds shall be Refunding Bonds issued to refund all or a portion of the Series 2011A Bonds.

The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable semi-annually commencing with the first interest payment date as set forth in a Bond Notification, and on June 1 and December 1 of each year thereafter to maturity.

Interest on each Bond shall be paid by check or draft of Amalgamated Bank of Chicago, Chicago, Illinois, as bond registrar and paying agent for the Bonds (or such other bond registrar and paying agent as set forth in the Bond Notification), or successors or assigns (the "*Bond Registrar*"), payable upon presentation in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 15th day of the month next preceding the interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America at the office of the Bond Registrar.

Section 4. Execution; Authentication. The Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature

of its City Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the City. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance.

Section 5. Registration of Bonds; Persons Treated as Owners. (a) General. The City shall cause books (the “*Bond Register*”) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the office of the Bond Registrar, which is hereby constituted and appointed the registrar of the City for the Bonds. The City is authorized to prepare, and the Bond Registrar or such other agent as the City may designate shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds. Subject to the provisions of this Ordinance relating to the Bonds in book-entry form, any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the office of the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or his or her attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees

or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however*, the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which have been paid. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made to any registered owner of Bonds for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

(b) *Global Book-Entry System.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds determined as described in Section 3 hereof. Upon initial issuance, at the option of the Purchaser and as set forth in a Bond Notification, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto (“*Cede*”), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns (“*DTC*”). All of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. Any officer of the City who is a signatory on the Bonds, along with the City’s Finance Director, is authorized to execute and deliver, on behalf of the City, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the “*Representation Letter*”), which Representation Letter may provide for the payment of principal of or interest on the Bonds by wire transfer.

With respect to Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the City and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “*DTC Participant*”) or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a

registered owner of a Bond as shown in the Bond Register, of any amount with respect to the principal of or interest on the Bonds. The City and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond evidencing the obligation of the City to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 3 hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the 15th day of the month next preceding the applicable interest payment date, the name "Cede" in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the City determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the City, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the City determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify DTC and DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer

be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At that time, the City may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the City, or such depository's agent or designee, and if the City does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 5(a) hereof.

Notwithstanding any other provisions of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the name provided in the Representation Letter.

Section 6. Redemption. (a) Optional Redemption. All or a portion of the Bonds due on and after the date, if any, specified in a Bond Notification shall be subject to redemption prior to maturity at the option of the City from any available funds, as a whole or in part, and if in part in integral multiples of \$5,000 in any order of their maturity as determined by the City (less than all of the Bonds of a single maturity to be selected by the Bond Registrar), on the date specified in a Bond Notification (but not later than 10-1/2 years from the date of issuance of the Bonds), and on any date thereafter, at the redemption prices (expressed as a percentage of the principal amount redeemed and not to exceed 100%) plus accrued interest to the date fixed for redemption, as set forth in a Bond Notification.

(b) *Mandatory Redemption.* The Bonds maturing on the date or dates, if any, indicated in a Bond Notification are subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the

redemption date, on December 1 of the years, if any, and in the principal amounts, if any, as indicated in the Bond Notification.

The principal amounts of Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the City may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Bond Registrar may, and if directed by the City, shall purchase Bonds required to be retired on such mandatory redemption date. Any such Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

(c) *General.* The Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The City shall, at least forty-five (45) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount and maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

The Bond Registrar shall promptly notify the City in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 7. Redemption Procedure. Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar, and
- (6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed at the option of the City shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for

redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 8. Form of Bond. The Bonds shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend “See Reverse Side for Additional Provisions” shall be omitted and the text of paragraphs set forth for the reverse side, as appropriate, shall be inserted immediately after the first paragraph.

[FORM OF BOND - FRONT SIDE]

REGISTERED
NO. _____

REGISTERED
\$ _____

**UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTIES OF KANE AND DUPAGE
CITY OF ST. CHARLES
[TAXABLE] GENERAL OBLIGATION CORPORATE PURPOSE [REFUNDING] BOND,
SERIES 2020[A][B][C]**

See Reverse Side for
Additional Provisions.

Interest Maturity Dated
Rate: _____% Date: December 1, 20____ Date: _____, 2020 CUSIP: 787758_____

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the City of St. Charles, Kane and DuPage Counties, Illinois, a municipality and unit of local government created under the provisions of the laws of the State of Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on June 1 and December 1 of each year, commencing _____ 1, 20__, until said Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the principal corporate trust office of Amalgamated Bank of Chicago, in Chicago, Illinois, as bond registrar and paying agent (the "Bond Registrar"). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the City

maintained by the Bond Registrar, at the close of business on the 15th day of the month next preceding the interest payment date. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar. For the prompt payment of this Bond both principal and interest at maturity, the full faith, credit and resources of the City are hereby irrevocably pledged.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the City, represented by the Bonds, and including all other indebtedness of the City, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the City sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF, the City of St. Charles, Kane and DuPage Counties, Illinois, by its City Council, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its City Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

SPECIMEN

Mayor, City of St. Charles
Kane and DuPage Counties, Illinois

ATTEST:

SPECIMEN

City Clerk, City of St. Charles
Kane and DuPage Counties, Illinois

[SEAL]

Date of Authentication: _____, 2020

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:
Amalgamated Bank of Chicago,
Chicago, Illinois

This Bond is one of the Bonds described in the within mentioned ordinance and is one of the [Taxable] General Obligation Corporate Purpose [Refunding] Bonds, Series 2020[A][B][C], of the City of St. Charles, Kane and DuPage Counties, Illinois.

AMALGAMATED BANK OF CHICAGO,
as Bond Registrar

By _____
SPECIMEN
Authorized Officer

[FORM OF BOND - REVERSE SIDE]
CITY OF ST. CHARLES
KANE AND DUPAGE COUNTIES, ILLINOIS
[TAXABLE] GENERAL OBLIGATION CORPORATE PURPOSE [REFUNDING] BOND,
SERIES 2020[A][B][C]

This Bond is one of a series of bonds (the “*Bonds*”) issued by the City for the purpose of [paying the cost of capital improvements in and for the City, including but not limited to, streetscape and roadway improvements, water and sewer improvements and electrical improvements in and for the City,][refunding certain outstanding bonds of the City] and paying the costs of issuing the Bonds, all as described and defined in the Ordinance of the City, adopted by the City Council of the City on the 18th day of May, 2020, authorizing the Bonds (as supplemented by a Notification of Sale of the Bonds authorized therein and executed in connection with the sale of the Bonds, the “*Ordinance*”), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and as further supplemented and, where necessary, superseded, by the powers of the City as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970 (such code and powers being the “*Act*”), and with the Ordinance, which has been duly passed by the City Council, approved by the Mayor, and published, in all respects as by law required.

[Optional and Mandatory Redemption provisions, as applicable, will be inserted here.]

[Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.]

This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date[, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds].

The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assign, and transfers unto

Here insert Social Security Number,
Employer Identification Number or
other Identifying Number

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 9. Sale of Bonds. The Mayor and the Director of Finance of the City (the “Designated Representatives”) are hereby authorized to proceed not later than the 18th day of November, 2020, without any further authorization or direction from the City Council, to sell the Bonds upon the terms as prescribed in this Ordinance and to deliver them promptly thereafter. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the delivery of the Bond Notification as may be, and thereupon be deposited with the City Treasurer, and, after authentication thereof by the Bond Registrar, be by the City Treasurer delivered to the purchaser thereof (each a “Purchaser”), upon receipt of the purchase price therefor, the same being not less than 96% of the principal amount of the Bonds, on a series-by-series basis (exclusive of any original issue discount or original issue premium) plus any accrued interest to date of delivery, if any. The Purchaser of a series of the Bonds shall be: (a) in a negotiated underwriting, Robert W.

Baird & Co. Incorporated, Naperville, Illinois, or (b) in a private placement with Robert W. Baird & Co. Incorporated, Naperville, Illinois, serving as placement agent, (i) a bank or financial institution authorized to do business in the State of Illinois, (ii) a governmental unit as defined in the Local Government Debt Reform Act of the State of Illinois, as amended, or (iii) an “accredited investor” as defined in Rule 501 of Regulation D as promulgated under the Securities Act of 1933, as amended; provided.

Upon the sale of a series of the Bonds, the Designated Representatives shall prepare a Notification of Sale of such series of Bonds, which shall include the pertinent details of sale as provided herein (the “*Bond Notification*”). In the Bond Notification, the Designated Representatives shall find and determine that a series of the Bonds have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of such Bonds does not exceed the maximum rate otherwise authorized by applicable law and that the net present value savings derived from any Refunding evidenced by the Series 2020B Bonds or the Series 2020C Bonds (as shown in a written certificate or report delivered by Baird), shall not be less than 3.0% of the face amount of the Refunded Bonds in fact so refunded. Each Bond Notification shall be entered into the records of the City and made available to the City Council at the next regular meeting thereof; but such action shall be for information purposes only, and the City Council shall have no right or authority at such time to approve or reject such sale as evidenced in the Bond Notification.

Upon the sale of a series of the Bonds, as evidenced by the execution and delivery of the Bond Notification by the Designated Representatives, the Mayor, City Administrator, Director of Finance of the City and City Treasurer and any other officials of the City, as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, the contract for the sale of

such series of the Bonds between the City and the Purchaser (each a "*Purchase Contract*"). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find and determine that no person holding any office of the City, either by election or appointment, is in any manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in a Purchase Contract.

The use by the Purchaser of any Preliminary Term Sheet, Preliminary Official Statement, final Term Sheet and final Official Statement relating to a series of the Bonds (collectively, the "*Offering Document*") is hereby ratified, approved and authorized; the execution and delivery of the Offering Document is hereby authorized; and the officers of the City Council and the officials of the City are hereby authorized to take any action as may be required on the part of the City to consummate the transactions contemplated by the Purchase Contract, this Ordinance, the Offering Document and the Bonds.

Section 10. Tax Levy. In order to provide for the collection of a direct annual tax sufficient to pay the interest on the Bonds as it falls due, and also to pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all the taxable property within the City a direct annual tax for each of the years while the Bonds or any of them are outstanding, in amounts sufficient for that purpose, and that there be and there is hereby levied upon all of the taxable property in the City, in addition to all other taxes, the direct annual taxes in the amounts (not to exceed \$1,260,000 for the Series 2020A Bonds, not to exceed \$754,300 for the Series 2020B Bonds and not to exceed \$354,800 for the Series 2020C Bonds) and for the tax years (not to exceed 2039 for the Series 2020A Bonds, 2029 for the Series 2020B Bonds and 2030 for the Series 2020C Bonds) as shall be provided in the Bond Notification (the "*Pledged Taxes*"). Principal or interest maturing at any time when there are not sufficient funds on hand from the Pledged Taxes to pay

the same shall be paid from the general funds of the City, and the fund from which such payment was made shall be reimbursed out of the Pledged Taxes when the same shall be collected.

The City covenants and agrees with the purchasers and the holders of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the Pledged Taxes and the City and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes will be levied, extended and collected as provided herein and deposited in the fund established to pay the principal of and interest on the Bonds.

To the extent that the Pledged Taxes levied above exceed the amount necessary to pay debt service on the Bonds as set forth in the Bond Notification, the Mayor, City Clerk and City Treasurer are hereby authorized to direct the abatement of such taxes to the extent of the excess of such levy in each year over the amount necessary to pay debt service on the Bonds in the following bond year. Proper notice of such abatement shall be filed with the County Clerks of The Counties Kane and DuPage, Illinois (the "*County Clerks*") in a timely manner to effect such abatement.

It is the present intention of the Council to utilize available Incremental Taxes to pay the principal of and interest on the Series 2020B Bonds issued to refund the Series 2010C Bonds and to abate the Pledged Taxes accordingly, to the extent such Incremental Taxes are lawfully permitted to be used for such purpose. The City covenants to keep and account for the Special Tax Allocation Fund. The City completely reserves unto itself the authority to issue future obligations without limit having such lien or pledge on the Special Tax Allocation Fund as the Council may determine, the Series 2020B Bonds herein having no express lien or pledge on the Incremental Taxes; provided, however, that if Incremental Taxes are available and may lawfully be used for such purpose, the City Treasurer shall, without further order or direction, in each year,

allocate such Incremental Taxes to the Bond Fund (as hereinafter defined) and file such documents with the County Clerks as shall effect a corresponding abatement of Pledged Taxes.

Whenever other funds from any lawful source are expected to be made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the Pledged Taxes, the Council may, by proper proceedings, direct the deposit of such funds into the Bond Fund and further shall direct the abatement of the taxes by the amount so deposited or are expected to be deposited. A certified copy or other notification of any such proceedings abating taxes may then be filed with the County Clerks in a timely manner to effect such abatement.

Section 11. Filing with County Clerks. Forthwith upon the passage of this Ordinance and the execution of a Bond Notification, the City Clerk is hereby directed to file a certified copy of this Ordinance, together with said Bond Notification, with the County Clerks, and it shall be the duty of the County Clerks to annually in and for each of the years set forth in this ordinance, as abated by any amounts set forth in the Bond Notification, ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the City in connection with other taxes levied in each of said years for general municipal purposes, in order to raise the respective amounts aforesaid and in each of said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general municipal purposes of the City, and when collected, the taxes hereby levied shall be placed to the credit of a special fund to be designated “Series 2020__ Bonds Sinking Fund Account” (the “*Bond Fund*”), which taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds.

Section 12. Use of Bond Proceeds. Accrued interest, if any, received on the delivery of a series of Bonds is hereby appropriated for the purpose of paying first interest due on such series of Bonds and is hereby ordered deposited into the respective Bond Fund.

The principal proceeds of the Project Bonds and any premium received from the sale of the Project Bonds are hereby appropriated to pay the costs of issuance of the Project Bonds and for the purpose of paying the cost of the Project, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited into the 2020 Capital Project Fund of the City (the “*Project Fund*”).

The principal proceeds of a series of the Refunding Bonds, together with any premium received from the sale of a series of the Refunding Bonds and such additional amounts as may be necessary from the general funds of the City, are hereby appropriated to pay the costs of issuance of such series of the Refunding Bonds and for the purpose of refunding the respective Refunded Bonds, and that portion thereof not needed to pay such costs is hereby ordered deposited in escrow pursuant to an escrow agreement to be entered into between the City and the escrow agent, the same being a bank or financial institution authorized to do business in the State of Illinois (the “*Escrow Agent*”), in a form as provided by Bond Counsel and approved by counsel to the City, made a part hereof by this reference (each an “*Escrow Agreement*”) and made a part hereof by this reference, or with such changes therein as shall be approved by the officers of the City executing the Escrow Agreement, such execution to constitute evidence of the approval of such changes for the purpose of paying the principal and interest of the Refunded Bonds upon redemption prior to maturity. The Council approves the form, terms and provisions of each Escrow Agreement and directs the Mayor and the City Clerk to execute, attest, seal and deliver each Escrow Agreement in the name and on behalf of the City. Amounts in the escrow may be used to purchase Government Securities (as defined in a Escrow Agreement) to provide for the principal

and interest payable on the Refunded Bonds upon redemption thereof. The Escrow Agent and the Purchaser are each hereby authorized to act as agent for the City in the purchase of the Government Securities.

At the time of the issuance of a series of Bonds, the costs of issuance of such Bonds may be paid by the Purchaser or the Bond Registrar on behalf of the City from the proceeds of such Bonds.

Section 13. Reimbursement. None of the proceeds of the Project Bonds will be used to pay, directly or indirectly, in whole or in part, for an expenditure that has been paid by the City prior to the date hereof except architectural or engineering costs incurred prior to commencement of the Project or expenditures for which the City declared an official intent to reimburse such expenditures not later than 60 days after the date such expenditures were paid. This Ordinance is in itself a declaration of official intent to reimburse as to all costs of the Project paid within 60 days prior to the date hereof or on any date after the date hereof and prior to issuance of the Project Bonds.

Section 14. Call of Refunded Bonds. In accordance with the redemption provisions of the ordinances authorizing the issuance of the Prior Bonds, the City by the Council does hereby make provision for the payment of and does hereby call (subject only to the delivery of a series of the Refunding Bonds) the respective Refunded Bonds for redemption on their earliest possible and practicable redemption date, all as provided by the terms of an Escrow Agreement.

Section 15. Non-Arbitrage and Tax-Exemption. This section shall only apply to the Series 2020A Bonds and the Series 2020B Bonds. The Series 2020C Bonds are being issued on a taxable basis, and the provisions of this section do not apply to the Series 2020C Bonds. The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any

use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the “Code”), or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service (the “IRS”) of the exemption from Federal income taxation for interest paid on the Bonds, under present rules, the City may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The City also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The Council hereby authorizes the officials of the City responsible for issuing the Bonds, the same being the Mayor, City Clerk and City Treasurer, to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the City Council and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the City and the City Council further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely

manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

Section 16. Defeasance. Any Bond or Bonds which (a) are paid and cancelled, (b) which have matured and for which sufficient sums have been deposited with the Bond Registrar to pay all principal and interest due thereon, or (c) for which sufficient U.S. funds and direct U.S. Treasury obligations have been deposited with the Bond Registrar or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on such Bond or Bonds when due at maturity or as called for redemption, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from the Pledged Taxes and shall no longer have the benefits of any covenant for the registered owners of outstanding Bonds as set forth herein as such relates to lien and security of the outstanding Bonds. All covenants relative to the tax-exempt status of the Bonds; and payment, registration, transfer, and exchange; are expressly continued for all Bonds whether outstanding Bonds or not.

Section 17. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 18. Duties of Bond Registrar. If requested by the Bond Registrar, any two of the Designated Representatives of the City are authorized to execute the Bond Registrar's standard form of agreement between the City and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of the Bonds as provided herein;

(d) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;

(e) to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 19. Municipal Bond Insurance. In the event the payment of principal and interest on the Bonds is insured pursuant to a municipal bond insurance policy (a “*Municipal Bond Insurance Policy*”) issued by a bond insurer (a “*Bond Insurer*”), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the City and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of such Bonds, subrogation of the rights of the bondholders to the Bond Insurer when holding such Bonds, amendment hereof, or other terms, as approved by any of the City Officers on advice of counsel, his or her approval to constitute full and complete acceptance by the City of such terms and provisions under authority of this Section.

Section 20. Continuing Disclosure Undertaking. The Mayor, City Treasurer and Director of Finance of the City are each hereby authorized, empowered and directed to execute and deliver one or more Continuing Disclosure Undertakings (the “*Continuing Disclosure Undertaking*”) in connection with the issuance of the Bonds, with such provisions therein as he or she shall approve, his or her execution thereof to constitute conclusive evidence of his or her approval of such provisions. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City and the officers, employees and agents of the City, and the officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of

this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

Section 21. Record-Keeping Policy and Post-Issuance Compliance Matters. The City Council has previously adopted a record-keeping policy (the “*Policy*”) to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the Bonds and other debt obligations of the City, the interest on which is excludable from “gross income” for federal income tax purposes or which enable the City or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The City Council and the City hereby reaffirm the Policy.

Section 22. Publication of Ordinance. A full, true and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the City Council.

Section 23. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 23. Superseder and Effective Date. All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval, and publication.

ADOPTED: May 18, 2020

AYES: _____

NAYS: _____

ABSENT: _____

ADOPTED: May 18, 2020

APPROVED: May 18, 2020

Mayor, City of St. Charles
Kane and DuPage Counties, Illinois

Recorded in City Records: May 18, 2020.

Published in pamphlet form by authority of the City Council on May __, 2020.

ATTEST:

City Clerk, City of St. Charles
Kane and DuPage Counties, Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of St. Charles, Kane and DuPage Counties, Illinois (the “City”), and as such official I am the keeper of the records and files of the City Council thereof (the “Council”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Council held on the 18th day of May, 2020, insofar as same relates to the adoption of Ordinance No. _____ entitled:

AN ORDINANCE providing for the issuance of General Obligation Corporate Purpose Bonds, Series 2020 in an aggregate amount not to exceed \$21,600,000, of the City of St. Charles, Kane and DuPage Counties, Illinois, for the purpose of financing certain capital improvements within said City and refunding certain of the City’s outstanding bonds, providing for the levy of a direct annual tax sufficient to pay the principal of and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Council on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Council at least 72 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said meeting, that said agenda contained a separate specific item concerning the proposed adoption of said ordinance, a true, correct and complete copy of the agenda as so posted being attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and as supplemented by Executive Orders 2020-07, 2020-18 and 2020-33 (issued on March 16, 2020, April 1, 2020, and April 30, 2020, respectively), and with the provisions of the Illinois Municipal Code, as amended, and that the Council has complied with all of the applicable provisions of said Act and said Code, except as said Act and said Code are validly superseded by the home rule powers of the City, and with all of its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City, this
18th day of May, 2020.

City Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Kane, Illinois, and as such official I do further certify that on the ____ day of _____, 2020, there was filed in my office a duly certified copy of Ordinance No. _
entitled:

AN ORDINANCE providing for the issuance of General Obligation Corporate Purpose Bonds, Series 2020 in an aggregate amount not to exceed \$21,600,000, of the City of St. Charles, Kane and DuPage Counties, Illinois, for the purpose of financing certain capital improvements within said City and refunding certain of the City's outstanding bonds, providing for the levy of a direct annual tax sufficient to pay the principal of and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, on the 18th day of May, 2020, and approved by the Mayor, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 2020.

County Clerk of The County of Kane, Illinois

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of DuPage, Illinois, and as such official I do further certify that on the ____ day of _____, 2020, there was filed in my office a duly certified copy of Ordinance No. __ entitled:

AN ORDINANCE providing for the issuance of General Obligation Corporate Purpose Bonds, Series 2020 in an aggregate amount not to exceed \$21,600,000, of the City of St. Charles, Kane and DuPage Counties, Illinois, for the purpose of financing certain capital improvements within said City and refunding certain of the City's outstanding bonds, providing for the levy of a direct annual tax sufficient to pay the principal of and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, on the 18th day of May, 2020, and approved by the Mayor, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 2020.

County Clerk of The County of DuPage,
Illinois

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of St. Charles, Kane and DuPage Counties, Illinois (the “City”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the City and of the City Council thereof (the “City Council”).

I do further certify that on the 18 day of May, 2020, there was published in pamphlet form, by authority of the City Council, a true, correct, and complete copy of Ordinance No. of the City entitled:

AN ORDINANCE providing for the issuance of General Obligation Corporate Purpose Bonds, Series 2020 in an aggregate amount not to exceed \$21,600,000, of the City of St. Charles, Kane and DuPage Counties, Illinois, for the purpose of financing certain capital improvements within said City and refunding certain of the City’s outstanding bonds, providing for the levy of a direct annual tax sufficient to pay the principal of and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

and providing for the issuance of said bonds, and that the ordinance as so published was on that date readily available for public inspection and distribution, in sufficient number so as to meet the needs of the general public, at my office as City Clerk located in the City.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the City this 18 day of May, 2020.

City Clerk

[SEAL]



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *IE

Title: Budget Revisions for the City of St. Charles – April, 2020

Presenter: Chris Minick, Finance Director

Meeting: City Council

Date: May 18, 2020

Proposed Cost: \$ -0-

Budgeted Amount:

Not Budgeted:

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

April, 2020 listing of monthly budget revisions for the City of St. Charles.

Attachments *(please list):*

Budget Revisions –April, 2020

Recommendation/Suggested Action *(briefly explain)*

Budget Revisions for the City of St. Charles – April, 2020

CITY OF ST. CHARLES
Budget Revision Listing - May 4, 2020

April 2020

JE TYPE	JE #	BUDGET #	COMPANY	FISCAL YEAR	PERIOD	DATE	ACCT-UNIT	ACCOUNT	AMOUNT	DESCRIPTION
Budget Transfer	143	100	1000	2020	12	04/02/2020	100500	54150	\$ (2,000.00)	Remote access equipment
Budget Transfer	143	100	1000	2020	12	04/02/2020	100500	52001	\$ 2,000.00	Remote access equipment
143 Total									\$ -	
Budget Addition	144	100	1000	2020	12	04/06/2020	801512	52402	\$ 5,000.00	Add'l funding
Budget Addition	144	100	1000	2020	12	04/06/2020	801512	54482	\$ 20,000.00	Add'l funding
Budget Addition	144	100	1000	2020	12	04/06/2020	801900	31199	\$ (25,000.00)	Add'l funding
144 Total									\$ -	
Budget Transfer	145	100	1000	2020	12	04/08/2020	100220	54133	\$ 175.00	Transport fees
Budget Transfer	145	100	1000	2020	12	04/08/2020	100222	51300	\$ (175.00)	Transport fees
145 Total									\$ -	
Budget Transfer	146	100	1000	2020	12	04/08/2020	100603	51300	\$ (2,864.00)	City View Reporting
Budget Transfer	146	100	1000	2020	12	04/08/2020	100510	54459	\$ (42,288.00)	CH Roof Repair
Budget Transfer	146	100	1000	2020	12	04/08/2020	100800	57307	\$ 45,152.00	Transfer to Cap Projects
Budget Transfer	146	100	1000	2020	12	04/08/2020	513600	56301	\$ 2,864.00	City View Reporting
Budget Transfer	146	100	1000	2020	12	04/08/2020	513511	56200	\$ 42,288.00	CH Roof Repair
Budget Transfer	146	100	1000	2020	12	04/08/2020	513800	49100	\$ (45,152.00)	Transfer from General Fund
146 Total									\$ -	
Budget Transfer	147	100	1000	2020	12	04/13/2020	100200	54250	\$ (10,500.00)	UB hardware & Chromebooks
Budget Transfer	147	100	1000	2020	12	04/13/2020	100200	56004	\$ 10,500.00	UB hardware & Chromebooks
Budget Transfer	147	100	1000	2020	12	04/13/2020	100604	54250	\$ 406.00	Adobe Pro purchase
Budget Transfer	147	100	1000	2020	12	04/13/2020	100604	51300	\$ (406.00)	Adobe Pro purchase
147 Total									\$ -	
Budget Transfer	148	100	1000	2020	12	04/15/2020	802210	55102	\$ 80,000.00	To cover prescription claims
Budget Transfer	148	100	1000	2020	12	04/15/2020	802210	55100	\$ (80,000.00)	To cover prescription claims
148 Total									\$ -	
Budget Transfer	149	100	1000	2020	12	04/17/2020	507663	54189	\$ 18,698.00	Remediation costs 1st St
Budget Transfer	149	100	1000	2020	12	04/17/2020	507663	56150	\$ (18,698.00)	Remediation costs 1st St
149 Total									\$ -	
Budget Addition	150	100	1000	2020	12	04/17/2020	508667	56160	\$ 8,010.00	CE Environmental testing
Budget Addition	150	100	1000	2020	12	04/17/2020	508900	31199	\$ (8,010.00)	CE Environmental testing
150 Total									\$ -	
Budget Addition	151	100	1000	2020	12	04/21/2020	100650	54110	\$ 1,913.00	Legal fees
Budget Addition	151	100	1000	2020	12	04/21/2020	100600	54110	\$ 2,407.00	Legal fees
Budget Addition	151	100	1000	2020	12	04/21/2020	100900	31199	\$ (4,320.00)	Eco Devo Legal Fees
151 Total									\$ -	
Budget Transfer	152	100	1000	2020	12	04/24/2020	100110	54110	\$ 500.00	Legal Fees
Budget Transfer	152	100	1000	2020	12	04/24/2020	100110	52000	\$ (500.00)	Legal Fees
Budget Transfer	152	100	1000	2020	12	04/24/2020	100221	51400	\$ (260.00)	Membership
Budget Transfer	152	100	1000	2020	12	04/24/2020	100221	51304	\$ 260.00	Budget Transfer
Budget Transfer	152	100	1000	2020	12	04/24/2020	100500	51300	\$ (153.00)	Conference
Budget Transfer	152	100	1000	2020	12	04/24/2020	100500	51401	\$ 153.00	Conference

CITY OF ST. CHARLES
Budget Revision Listing - May 4, 2020

April 2020

JE TYPE	JE #	BUDGET #	COMPANY	FISCAL YEAR	PERIOD	DATE	ACCT-UNIT	ACCOUNT	AMOUNT	DESCRIPTION
Budget Transfer	152	100	1000	2020	12	04/24/2020	100300	51400	\$ (500.00)	Safety masks
Budget Transfer	152	100	1000	2020	12	04/24/2020	100510	52305	\$ 500.00	Safety masks
Budget Transfer	152	100	1000	2020	12	04/24/2020	100220	54110	\$ 11.00	Legal fees
Budget Transfer	152	100	1000	2020	12	04/24/2020	100221	51400	\$ (11.00)	Legal fees
152 Total									\$ -	
Budget Addition	153	100	1000	2020	12	04/28/2020	100600	54110	\$ 335.00	To cover planning legal fees
Budget Addition	153	100	1000	2020	12	04/28/2020	100900	31199	\$ (335.00)	To cover planning legal fees
153 Total									\$ -	
Budget Transfer	154	100	1000	2020	12	04/29/2020	200522	54251	\$ 1,500.00	To cover PO 105791/Alexander's
Budget Transfer	154	100	1000	2020	12	04/29/2020	200522	54480	\$ (1,500.00)	To cover PO 105791/Alexander's
154 Total									\$ -	
Budget Addition	155	100	1000	2020	12	04/30/2020	100999	44204	\$ (24,979.25)	JAG 2017 Program Grant #417709
Budget Addition	155	100	1000	2020	12	04/30/2020	100300	54646	\$ 24,979.25	JAG 2017 Program Grant #417709
155 Total									\$ -	
Budget Transfer	156	100	1000	2020	12	05/05/2020	100600	54530	\$ (141.00)	Recording Fees
Budget Transfer	156	100	1000	2020	12	05/05/2020	100600	55203	\$ 141.00	Recording Fees
156 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:

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: *IF

Title:

Recommendation to approve an agreement with Infor (US) for annual software maintenance and support services for \$164,789.

Presenters:

Larry Gunderson, Director of Information Systems

Meeting: City Council

Date: May 18, 2020

Proposed Cost: \$164,789

Budgeted Amount: \$164,789

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

Annual maintenance and support for the City's Infor/Lawson Enterprise Resource Planning (ERP) software is up for renewal as of June 1, 2020. Maintenance and support services covers all Infor/Lawson applications including Financials, HR/ Payroll, Inventory Control, Procurement and Fixed Assets, and a number of other enterprise software-related applications and services.

Infor, as the owner and developer of the software, is the sole provider of support for the software applications. Benefits received under the maintenance and support package include: Infor Support Assistant, Software Updates and Patches, Critical Solution Notifications, Knowledge Base, Incident Management and access to Customer Communities.

The cost for maintenance and support is an increase of 6% over the previous year. The annual increase amount was incorporated into the agreement that the City signed with Infor in 2017.

Attachments *(please list):*

None

Recommendation/Suggested Action *(briefly explain):*

Recommend approval of an agreement with Infor (US) for annual software maintenance and support services for \$164,789.

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IG

Title:	Recommendation to approve an agreement with Continental Resources to provide network equipment and implementation services for a not-to-exceed cost of \$750,298 and approval of a budget amendment to fund the project for FY 2020-2021 in the amount of \$750,298.
Presenters:	Larry Gunderson, Director of Information Systems Steve Weishaar, Network Manager

Meeting: City Council

Date: May 18, 2020

Proposed Cost: \$750,298

Budgeted Amount: \$753,114

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

The City's computer network is a digital communications system that enables the City's personal computers, laptops, servers, and telephones to exchange information with each other and, if required, the internet. As a result, the City's computer network is essential to its business operations. The network is comprised of many components including routers, switches and firewalls, as well as data communication media such as wireless access points, fiber optics and network cable.

In FY 20, City staff began the process of replacing network equipment through a Phase 1 project that included HPE Aruba equipment at the new Police Department. That initiative utilized equipment and professional services from Continental Resources on a project that was completed on time and at budgeted amounts.

Phase 2 of the network replacement began with an RFP released in January 2020, with a goal of upgrading the remainder of the City's network infrastructure. Continental Resources submitted the only proposal for Phase 2. Staff reviewed the Continental Resources proposal with the City's technology consultant, Gartner, and validated that the City is receiving an exceptional value.

Based on their successful implementation in Phase 1 and their high value proposal for Phase 2, City staff recommend approving an agreement with Continental Resources to complete the network infrastructure upgrade project. Due to the complexity of the project, a 10% contingency is included in the proposed project award.

The project will be funded through reserves in the City's Equipment Replacement Fund, an account for the maintenance and replacement of IT equipment. The project was originally approved in the FY 19 Information Systems Capital Project budget, and was deferred to FY 21. As a result, a budget amendment to the FY 21 budget will need to be approved by City Council to fund the project. Funds were previously identified and set aside in the IT Equipment Replacement Fund and the approval of the expense has no impact from a budgetary standpoint due to the deferral of the project from prior years.

Attachments *(please list):*

None.

Recommendation/Suggested Action *(briefly explain):*

Staff recommends approval of an agreement with Continental Resources to provide network equipment and implementation services for a not-to-exceed cost of \$750,298 and approval of a budget amendment to fund the project for FY 2020-2021 in the amount of \$750,298.

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: *IH

Title:

Recommendation to approve a 1-year Agreement for Governmental Consulting with Bricor Consulting in the amount of \$28,800 for FY 2020/2021.

Presenter:

Mark Koenen, City Administrator

Meeting: City Council

Date: May 18, 2020

Proposed Cost: \$ 28,800

Budgeted Amount: \$ 28,800

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

Bricor Consulting is the current provider of governmental consulting services for the City of St. Charles. Karen Ramey is our contact with Bricor and has been helpful with contacts with State elected officials and the background on legislation proposed in the Statehouse. This is a one-year agreement for FY 20/21. There are no changes from the FY 19/20 agreement.

Attachments *(please list):*

FY 20/21 Consulting Agreement, FY 19/20 Consulting Agreement

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve a 1 year Agreement for Governmental Consulting with Bricor Consulting in the amount of \$28,800 for FY 2020/2021.

Contractual Agreement 2020-2021

Government Services

SCOPE

Bricor Consulting responsibilities to include, but not limited to, providing the following services for the City of St. Charles (the City):

- Assist in identifying legislative, regulatory, administrative and political issues of potential interest to the City
- Identify a strategic plan and advise a potential course of action for projects deemed important to the City
- Work with state legislators and state agencies likely to take the lead with respect to projects deemed important to the City
- Describe and analyze legislative proposals of interest to the City
- Arrange for meetings between the City, legislators, staff members as needed on issues of interest to the City
- Communicate regularly with legislators and the city on issues of interest in matters regarding legislation, administration, scope and context
- Arrange for, and assist in, organization of presentations on matters of interest to the City
- Maintain contact with state departments and agencies with regard to the priorities of the City
- Keep continuous contact with the City Administrator providing ongoing updates affecting the City and activities regarding projects and legislation involving local government
- Provide research and content which would enable the City to have needed and necessary information ensuring data availability for background and context in areas of interest to the City

RETAINER

For and in consideration of the above stated services, Bricor Consulting's retainer for this legislative communications package will total \$28,800 annually paid in twelve (12) monthly installments. The City of St. Charles will also reimburse Bricor for any filing and registration fees required to perform the responsibilities listed above, up to a maximum of \$750.00 annually.

Services will automatically renew for additional one year terms, unless written notice of intent to terminate is received 60 days prior to the renewal date. Either party can cancel the contract at any time, without cause, with 90 days written notice.

INDEPENDENT CONTRACTOR STATUS

Bricor Consulting's relationship with the City of St. Charles will be that of an independent contractor, and nothing contained in this agreement will be construed in any manner as an appointment of employee status for the City of St. Charles. Bricor Consulting is free to provide similar services in scope to other organizations, provided that no such services will conflict with its ability to use its best efforts to ensure that no such services will conflict with its ability to use its best efforts to provide the services hereunder.

Accepted by:

Date _____

Mark Koenen
City Administrator
City of St. Charles

Date _____

Karen M. Ramey
Bricor Consulting
902 S. Randall Road; Suite C #135
St. Charles, Illinois 60174

***Bricor Consulting
Government Consulting***

Contractual Agreement

Government Services

SCOPE

Bricor Consulting responsibilities will include, but not be limited to, providing the following services for the City of St. Charles (hereinafter referred to as "COSC"). Bricor Consulting will conduct the following:

- **Assist in identifying legislative, regulatory, administrative, and political issues of potential interest to COSC;**
- **Identify an action plan, with a working data sheet, for projects deemed important to COSC;**
- **Work with state legislators and state agencies likely to take the lead with respect to projects deemed important to COSC;**
- **Describe and analyze legislative proposals of interest to COSC;**
- **Arrange for meetings between COSC and legislators and their staff members on issues of importance in Springfield, IL and Washington, D.C.;**
- **Maintain regular formal contact with key legislators, legislative leadership and their staff members as needed on issues of interest to COSC;**
- **Meet regularly with the Chairmen of the Local Government Committees of the Illinois House of Representatives and Senate and provide updates to the City Administrator ;**
- **Arrange for, and assist in, organization of presentations on matters of interest to COSC;**
- **Maintain contact with state departments and agencies in regard to the priorities of COSC;**
- **Keep consistent contact with the City Administrator in regard to updates affecting COSC and observations of interest in Illinois government;**

RETAINER

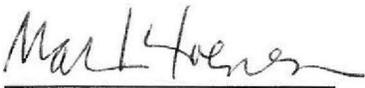
For and in consideration of the above stated services, Bricor Consulting's retainer for this legislative communications package will be a total of \$28,800 annually paid in twelve (12) monthly installments, COSC will also reimburse Bricor for any filing and registration fees required to perform the responsibilities listed above, up to a maximum of \$750.00 annually.

Services will automatically renew for additional one-year terms, unless written notice of intent to terminate is received 60 days prior to the renewal date. Either party can cancel this contract at any time, without cause, with 90 days written notice.

INDEPENDENT CONTRACTOR STATUS

Bricor Consulting's relationship with the City of St. Charles will be that of an independent contractor, and nothing contained in this agreement will be construed in any manner as an appointment as an employee of the City of St. Charles. Bricor Consulting is free to provide similar services in scope to other organizations, provided that no such services will conflict with its ability to use its best efforts to provide that no such services will conflict with its ability to use its best efforts to provide the services hereunder.

Accepted by:

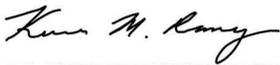


Date 06/04/2019

Mark Koenen

City Administrator

City of St. Charles



Date 06/05/2019

Karen M. Ramey

Bricor Consulting

902 S. Randall Rd., Suite C #135

St. Charles, Illinois 60174

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: *II

Title:

Motion to approve an Ordinance Granting Approval of a Minor Change to PUD Preliminary Plan for Fiore Salon Suites (Part of Lot 2, Tyler & 64 Business Park PUD).

Presenter:

Rita Tungare

Meeting: City Council

Date: May 18, 2020

Proposed Cost:

Budgeted Amount: N/A

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

The subject property, addressed as 157 S. Tyler Rd., is part of Lot 2 of the Tyler and 64 Business Park PUD and is subject to Ord. 2004-Z-14. In 2018, Fiore Salon Suites was constructed on the property, approved as a Minor Change under Ord. 2018-Z-16. The building contains 16 suites leased by individual business owners offering beauty salon services.

Vincent Fiore, property owner, has applied for Minor Change to PUD Preliminary Plan requesting approval of a building addition. Details are as follows:

- 511 sf addition at the northeast corner of the building to accommodate three additional suites and a waiting area.
- The addition will match the existing building in height, roof pitch, siding material, and trim detailing.
- Existing parking is adequate to accommodate the additional square footage.

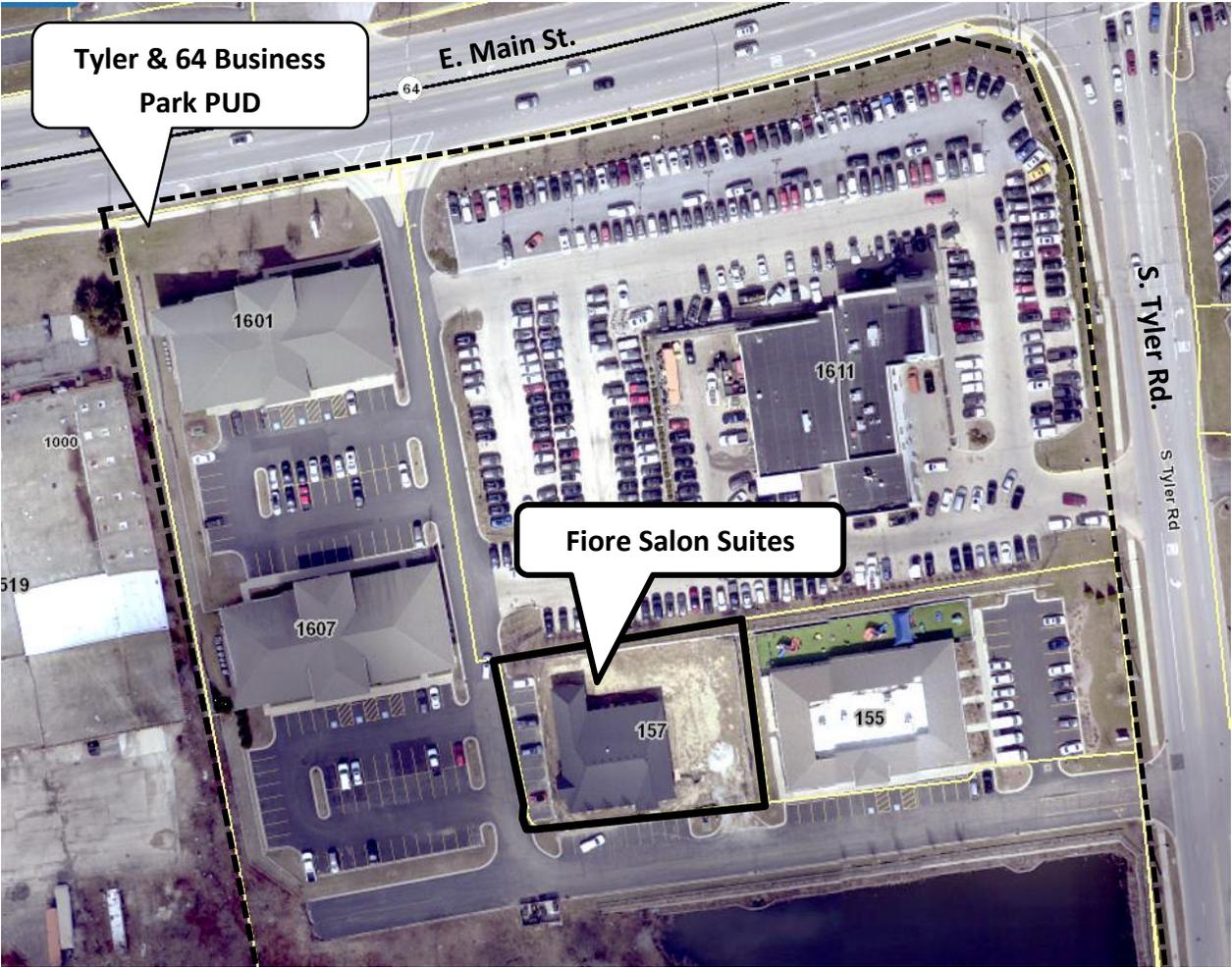
Staff has reviewed the submitted plans and determined the proposal complies with all applicable standards of the Tyler and 64 Business Park PUD Ordinance and the Zoning Ordinance.

Attachments (*please list*):

Location Map, Application, Plans, Ordinance

Motion to approve an Ordinance Granting Approval of a Minor Change to PUD Preliminary Plan for Fiore Salon Suites (Part of Lot 2, Tyler & 64 Business Park PUD).

Location Map



CITY OF ST. CHARLES
TWO EAST MAIN STREET
ST. CHARLES, ILLINOIS 60174-1984



COMMUNITY DEVELOPMENT DIVISION

PHONE: (630) 377-4443 EMAIL: cd@stcharlesil.gov

MINOR CHANGE TO PUD APPLICATION

For City Use	
Project Name:	Fiore Salon suites - Minor change
Project Number:	_____ -PR- _____
Cityview Project Number:	_____



Instructions:

A Minor Change to PUD is one that modifies an approved PUD Preliminary Plan in a manner that complies with all standards of the Special Use for PUD Ordinance applicable to the property and meets the definition of a Minor Change as contained either in Section 17.04.430 of the Zoning Ordinance or the Special Use for PUD Ordinance.

To request approval of a Minor Change, complete this application and submit it with all required attachments to the Planning Division. When the application is complete, City staff will schedule a review by the Planning and Development Committee of the City Council. The Committee's recommendation will be forwarded to the City Council for final action.

The information you provide must be complete and accurate. If you have a question please call the Planning Division and we will be happy to assist you.

1. Property Information:	Location:	157 S Tyler Rd	
	Parcel Number (s):	09-26-328-078	
	PUD Name:	Tyler & 64 Business Park	
2. Applicant Information:	Name	Vincent Fiore	Phone [REDACTED]
	Address	P.O. Box 193 Barrington IL 60011	Fax
			Email homes@fiorebuilders.net
3. Record Owner Information:	Name	JV Construction Ent. LLC	Phone [REDACTED]
	Address	P.O. Box 193 Barrington IL 60011	Fax
			Email homes@fiorebuilders.net

Information for proposed Minor Change:

Name of PUD: Tyler & 64 Business Park

PUD Ordinance Number: 2004-Z-14

Ord. or Resolution(s) that approved the current plans: 2017-Z-12, 2018-Z-16

Identify Specific PUD Plans to be changed:

- Site/Engineering Plan
- Landscape Plan
- Architectural Elevations
- Signs
- Other plans: _____

Description of Proposed Changes:

ADDITION TO ADD 3 SUITES AT
THE NORTHEAST CORNER OF THE
BUILDING

Attachment Checklist:

If multiple zoning or subdivision applications are being submitted concurrently, do not submit duplicate checklist items or plans. Fee must be paid for each application.

APPLICATION FEE: Application fee in accordance with Appendix B of the Zoning Ordinance. (\$200)

REIMBURSEMENT OF FEES AGREEMENT:

An original, executed Reimbursement of Fees Agreement and deposit of funds in escrow with the City, as provided by Appendix B of the Zoning Ordinance.

REIMBURSEMENT OF FEES INITIAL DEPOSIT:

Deposit of funds in escrow with the City. Required deposit is based on review items (number of applications filed) and the size of the site:

Number of Review Items	Under 5 Acres	5-15 Acres	16-75 Acres	Over 75 Acres
1	\$1,000	\$2,000	\$3,000	\$4,000
2 or 3	\$2,000	\$4,000	\$5,000	\$7,000
4 or more	\$3,000	\$5,000	\$7,000	\$10,000

❑ **PROOF OF OWNERSHIP and DISCLOSURE:**

- a) a current title policy report; or
- b) a deed and a current title search.

If the owner is not the applicant, an original letter of authorization from the owner permitting the applicant to act on his/her behalf is required. If the owner or applicant is a Trust, a disclosure of all beneficiaries; if the owner or applicant is a Partnership, a disclosure of all partners; if the owner or applicant is a Corporation, a disclosure of all owners with an interest of at least ten percent (10%).

❑ **LEGAL DESCRIPTION:** For entire subject property, on 8 ½ x 11 inch paper

❑ **PLAT OF SURVEY:**

A current plat of survey for the Subject Realty showing all existing improvements on the property, prepared by a registered Illinois Professional Land Surveyor.

❑ **COVER LETTER:** Letter describing the proposed minor change requested, why it is necessary, and how it is different from the currently approved plan.

❑ **PLANS:**

All required plans shall be drawn on sheets no larger than 24" x 36", unless the Director of Community Development permits a larger size when necessary to show a more comprehensive view of the project. All required plans shall show north arrow and scale, and shall be drawn at the same scale (except that a different scale may be used to show details or specific features). All plans shall include the name of the project, developer or owner of site, person or firm preparing the plan, and the date of plan preparation and all revisions.

Copies of Plans:

Please contact the Planning Division to determine if full size copies of plans are needed. For simple applications, provide one full scale plan set, three (3) 11" x 17" copies (in color if applicable), and a PDF file on CD-ROM or emailed to the Project Manager.

Plans shall include the following, depending on the scope of the proposed Minor Change:

- Site Plan indicating location of proposed change.
- For changes to site/engineering plans, show existing/approved and proposed site/engineering plan changes.
- For changes to architectural elevations, show existing/approved and proposed building design, color and materials.
- For changes to landscaping, show approved and proposed plans, indicate species and quantities of plant material to replace existing/approved materials.
- Additional information may be necessary depending on the specific change proposed.

I (we) certify that this application and the documents submitted with it are true and correct to the best of my (our) knowledge and belief.

<i>IV Construction Ent LLC</i> Record Owner	5/1/2020 Date
<i>Vent Javi</i> Applicant or Authorized Agent	5/1/2020 Date

City of St. Charles, IL
Ordinance No. 2020-Z-__

**An Ordinance Granting Approval of a Minor Change to
PUD Preliminary Plan for Fiore Salon Suites
(Part of Lot 2, Tyler & 64 Business Park PUD)**

WHEREAS, a request for a Minor Change to the PUD Preliminary Plan approved by Ordinance 2017-Z-12 “An Ordinance Granting Approval of a PUD Preliminary Plan for Generation Rescue (Part of Lot 2, Tyler & 64 Business Park PUD)”, and modified by Ordinance 2018-Z-16 “An Ordinance Granting Approval of a Minor Change to PUD Preliminary Plan for Fiore Salon Suites (Part of Lot 2, Tyler & 64 Business Park PUD)”, was filed by Vincent Fiore (the “Applicant”) for a portion of Lot 2 of the Tyler & 64 Business Park PUD, addressed as 157 S. Tyler Road, said realty being legally described in Exhibit “A” attached hereto and incorporated herein as the “Subject Property”, for the purpose of constructing a building addition; and,

WHEREAS, the City Council of the City of St. Charles has determined that under Section 17.04.430 B. of the St. Charles Zoning Ordinance, this request constitutes a minor change to the approved PUD Preliminary Plan;

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

1. That passage of this Ordinance shall constitute approval of a Minor Change to PUD Preliminary Plan, such that the following documents and illustrations are hereby approved, a reduced copy of which is attached hereto and incorporated herein as Exhibit “B”, subject to compliance with such conditions, corrections, and modifications as may be required by the Director of Community and Economic Development and the Director of Public Works to comply with the requirements of the St. Charles Municipal Code:

- Site Plan; Taurus Engineering LLC; dated 5/4/2020
- Building Plans; Marshall Architects; dated 5/4/2020

2. That the Subject Property may be developed and used only in accordance with all ordinances of the City now in effect or hereafter amended or enacted.

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

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 18th day of May 2020.

Ordinance No. 2020-Z- _____

Page 2

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties,
Illinois this 18th day of May 2020.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties,
Illinois this 18th day of May 2020.

Raymond P. Rogina, Mayor

Attest:

Charles Amenta, City Clerk

Vote:

Ayes:

Nays:

Absent:

Abstain:

Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION

THAT PART OF LOT 2 IN TYLER & 64 BUSINESS PARK, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 31, 2004 AS DOCUMENT NUMBER 2004K115417, DESCRIBED AS FOLLOWS:

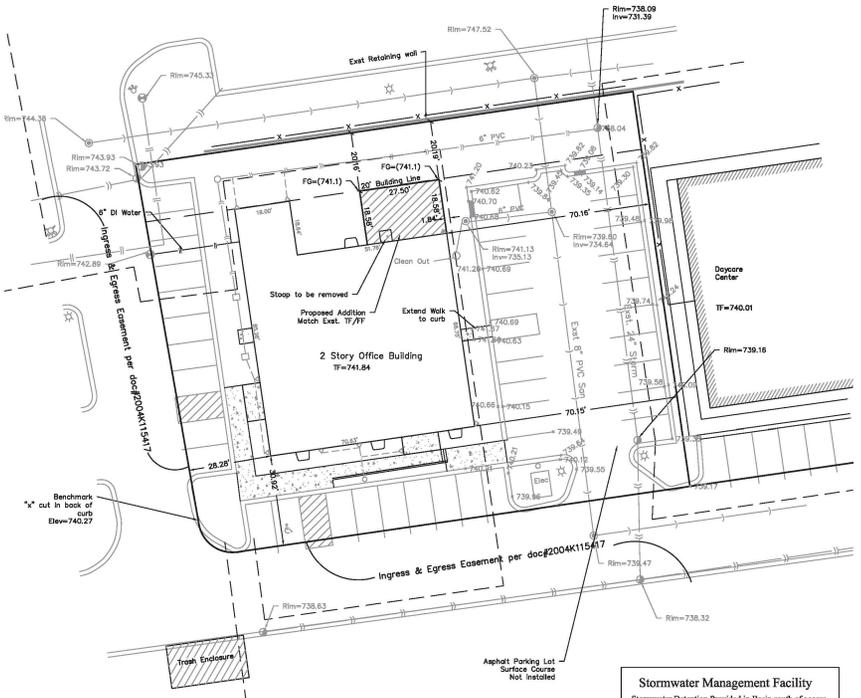
COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 IN SAID TYLER & 64 BUSINESS PARK ALSO BEING THE MOST EASTERLY NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 06 DEGREES 36 MINUTES 22 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 133.57 FEET; THENCE SOUTH 82 DEGREES 52 MINUTES 06 SECONDS WEST 109.28 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY, NOT TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 12.55 FEET, A CHORD BEARING OF SOUTH 53 DEGREES 08 MINUTES 50 SECONDS WEST, A CHORD LENGTH OF 11.59 FEET, AN ARC LENGTH OF 12.04 FEET TO A POINT OF TANGENCY; THENCE SOUTH 81 DEGREES 45 MINUTES 35 SECONDS WEST, 136.33 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 81 DEGREES 45 MINUTES 35 SECONDS WEST, 156.83 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 11.67 FEET, A CHORD BEARING OF NORTH 54 DEGREES 07 MINUTES 12 SECONDS WEST, A CHORD LENGTH OF 16.25 FEET, AN ARC LENGTH OF 17.97 FEET TO A POINT OF TANGENCY; THENCE NORTH 10 DEGREES 00 MINUTES 00 SECONDS WEST, 125.01 FEET TO A NORTH LINE OF AFORESAID LOT 2; THENCE NORTH 81 DEGREES 40 MINUTES 06 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 221.45 FEET TO A POINT ON SAID NORTH LINE OF LOT 2 THAT IS 259.51 FEET WESTERLY OF MEASURED ALONG SAID NORTH LINE, THE MOST EASTERLY CORNER OF SAID LOT 2; THENCE SOUTH 08 DEGREES 12 MINUTES 49 SECONDS EAST, 136.54 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS .

EXHIBIT "B"

**PLANS
(4 pages)**



SITE BENCH MARKS
 Benchmark #1
 "x" cut in back of curb at
 southwest corner of site.
 Elev=752.48 (NAVD 88)



Stormwater Management Facility
 Stormwater Detention Provided in Basin south of access road.
 Detention Volume: 27.31 Ac-FT
 Normal Water = 720.0
 High Water = 736.5



LOCATION MAP
NTS

LEGEND

- | Existing | Proposed | |
|----------|----------|-------------------|
| | | Manhole |
| | | Catchbasin |
| | | Storm Inlet |
| | | Curb Inlet |
| | | Curb Catchbasin |
| | | Curb Manhole |
| | | Water Valve Vault |
| | | Fire Hydrant |
| | | Watermain |
| | | Sanitary Sewer |
| | | Storm Sewer |
| | | Flared Std. Sec. |
| | | Contour |
| | | Drainage Flow |
| | | Street Light |

State of Illinois)
 County of DuPage)

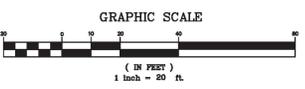
I, Raymond G. Ulreich, do hereby certify that to the best of my knowledge and belief, that these plans have been prepared in accordance with the requirements of the City of St. Charles.

Dated at Bartlett, Illinois this 4th day of May, 2020.

Raymond G. Ulreich
 Raymond G. Ulreich, IL Licensed Professional Engineer No. 062-040213, Expires 11/30/2021



TOPOGRAPHIC SURVEY BY:
 Taurus Engineering LLC



PREPARED FOR:
 JV Construction Enterprises
 P.O. Box 193
 Barrington, IL 60011
 (312) 969-9373

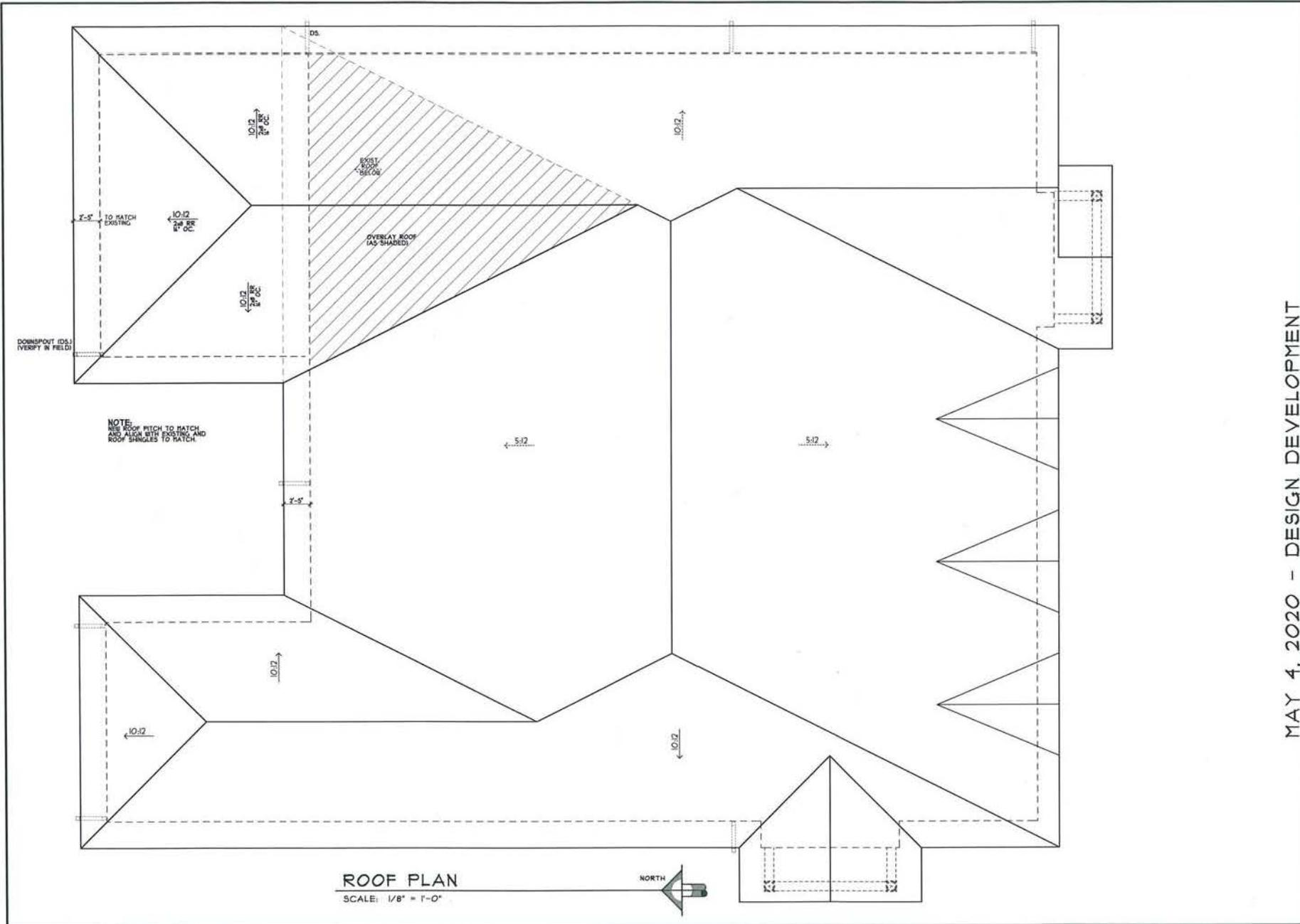
PREPARED BY:
 TAURUS ENGINEERING L.L.C.
 3N655 E. Laura Ingalls Wilder Road
 St. Charles, IL 60175
 (630) 377-3997
 tauruseng@abglobal.net

Building Addition

Fiorie Salon Suites

DATE: 5-4-20 SHEET NUMBER 1 OF 1
 SCALE: NTS

NO.	DATE	DESCRIPTION	BY



PROPOSED ADDITION FOR:
FIORE SALON SUITES
 151 SOUTH TYLER ROAD, ST. CHARLES, ILLINOIS 60174
 FIORE BUILDERS, INC.

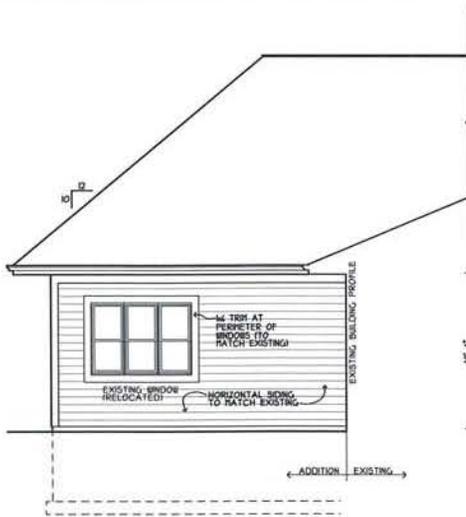
MAY 4, 2020 - DESIGN DEVELOPMENT

PLOTTED: 5/4/2020

Revisions:

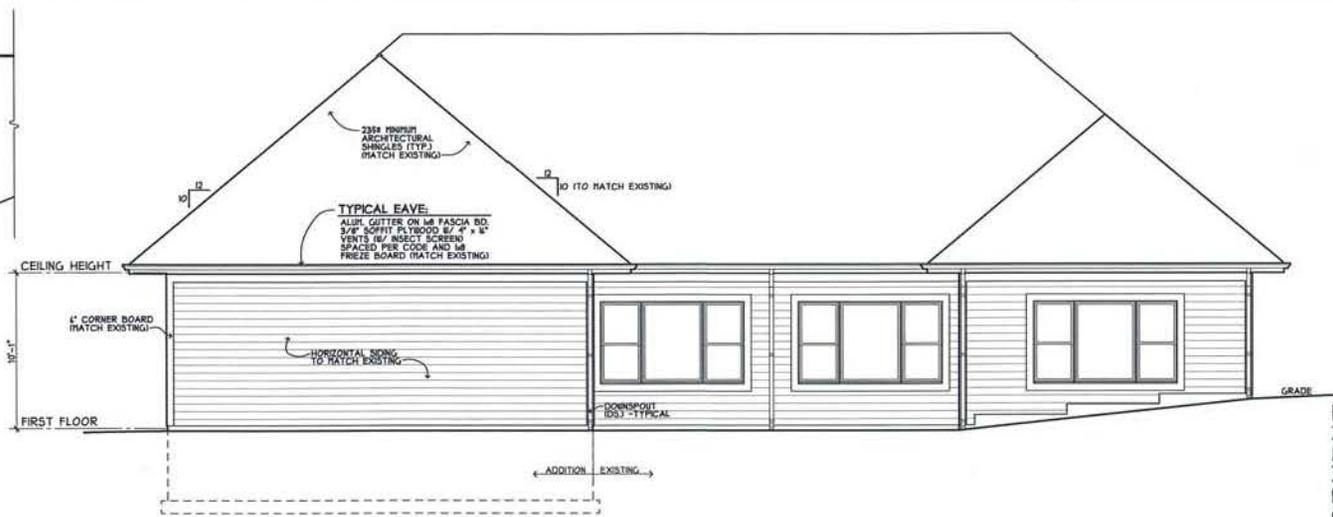
Commission: 2161
 Issue Date: _____
 Drawn By: CDZ
 DESIGN PLANS

Sheet: _____
 of: _____



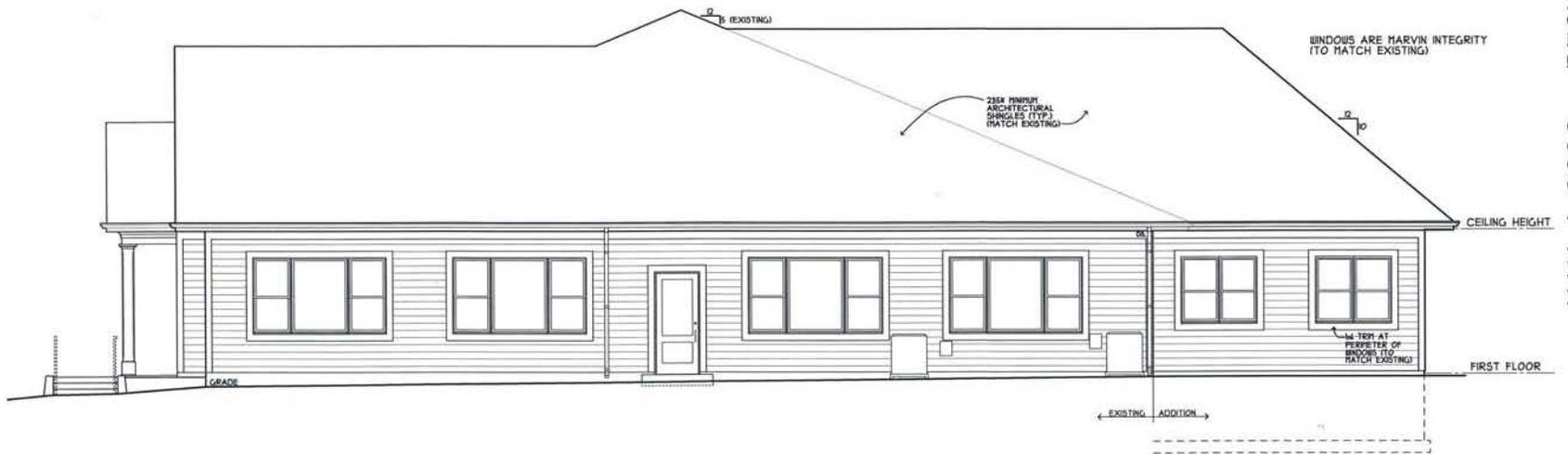
WEST ELEVATION

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



NORTH ELEVATION

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



EAST ELEVATION

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



PROPOSED ADDITION FOR:
FIORE SALON SUITES
 1ST SOUTH TYLER ROAD, ST. CHARLES, ILLINOIS 60114
 FIORE BUILDERS, INC.

MAY 4, 2020 - DESIGN DEVELOPMENT
 PLOTTED: 5/4/2020

Revisions:	
Commission:	2161
Issue Date:	
Drawn By:	CDZ
DESIGN PLANS	

Sheet:
 of: -

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IJ

Title:	Motion to Approve A Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to Execute a Second Amendment to License Agreement between the City of St. Charles and First Street Building 3 Phase II St. Charles Condominium Association (First Street Building #3 Balconies)
Presenter:	Russell Colby

Meeting: City Council - New Business Date: May 18, 2020

Proposed Cost: N/A Budgeted Amount: N/A Not Budgeted: **Executive Summary** (if not budgeted please explain):**Background**

First Street Building #3, known at the Sterling Building or 10 Illinois Street, includes balconies that extend out over the City-owned Riverwalk property. The balconies are subject to a license agreement with the City that includes plans showing the location and design of each balcony, and states: *The Balcony Projections and the Encroachment shall not in any manner be constructed, reconstructed, modified or improved without prior written consent of the City.*

The agreement says the following with respect to use of the balconies:

The City shall have the right, in its sole and absolute discretion, to promulgate and enforce rules and regulations regarding the use of the Balcony Projections and Encroachment, to protect the health, safety and welfare of the public utilizing City Property. The Licensee will provide, at its expense (and the City shall have no obligation to provide or pay for), any and all improvements and/or modifications to the Balcony Projections and/or Encroachment to comply with this provision. The rules and regulations promulgated by the City shall not preclude hot tubs, outdoor gas food grills or placement of decorative plants on the balconies. Use of outdoor food grills or fire pits utilizing charcoal, wood or similar fuel sources is prohibited.

Proposal

On behalf of First Street Building 3 Phase II St. Charles Condominium Association, Bob Rasmussen, as president, has requested that the City amend the License Agreement in order to permit certain balconies to be enclosed with retractable screens. The screen system would involve the installation of posts at the outside corners of the balconies, and screens would be raised/lowered within the frames by remote control.

The framing posts have been installed on three of the inside corner balconies. In addition to the inside corner balconies, the system is proposed to be installed on the balconies along the east wall, which face the river (except for the 5th/top floor, which has no roof to attach to).

Staff comments/considerations:

- Use of screens on the inside corner balconies is less obtrusive than screens would be along the east wall balconies. The east wall balconies are visible from multiple directions and project out beyond the building face.
- If this type of screen enclosure is permitted, the framing should be installed on all balconies for visual consistency. However, raising /lowering of the screens would be in control of each unit owner and would likely not be consistent across the building at any given time.

Attachments (please list):

Request letter, photos showing proposed screen locations, screen product images, existing License Agreement, Resolution and License Agreement amendment.

Recommendation/Suggested Action (briefly explain):

Provide feedback on the request. If there is support to allow the screen installation, provide a motion and vote on the attached Resolution.

May 4, 2020

Russ,

Please accept this letter as formal request of the 10 Illinois Street building association for installing retractable screens on the balconies. We would like the ability for each owner to place 2 permanent steel vertical posts 2" x 2" on the outside corners of their balconies, just inside the existing railings. These posts can be painted to match the existing railings and will look structural and planned.

The "Phantom Retractable Screens" would be mounted to the underside of the balcony above the unit and would move up and down from a remote control. The screens will run on a small track attached to the steel vertical posts.

The owners need to have this option to allow the enjoyment of their river front balconies during the heavy bug months May, June and July. We had hoped that the elevation would help with the bugs/May fly's , but they are just as bad up high as they are on the ground. Unfortunately this has made it next to impossible for owners to enjoy their views on warmer days as that is when the bugs/May fly's come out.

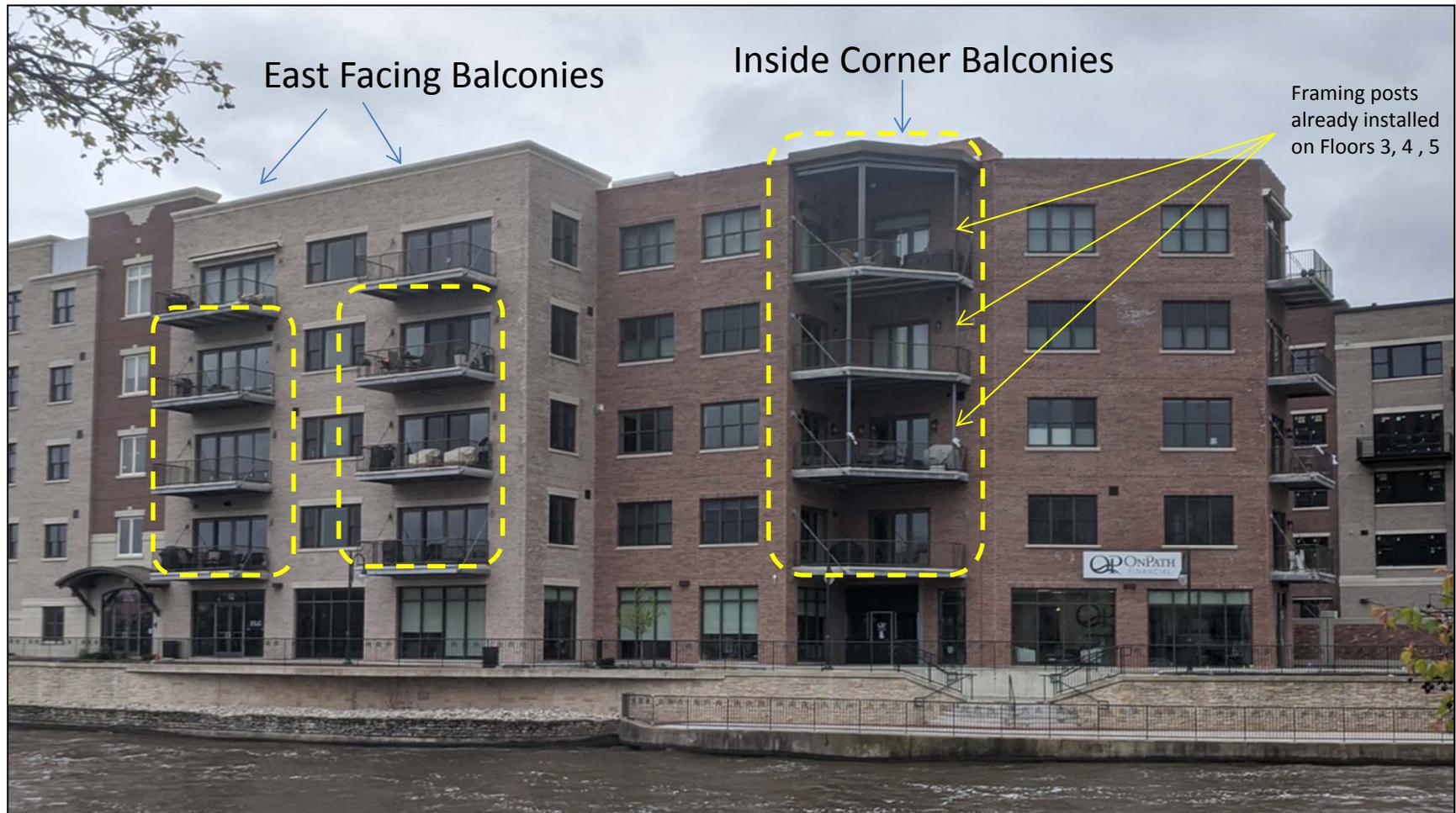
Thank you for your consideration.

Bob Rasmussen

President

The Residences at First Street Building 3 Phase II St. Charles Condominium
Association

Proposed locations for retractable screen enclosures





East Facing Balconies- view from Riverwalk

Proposed Retractable screen enclosures
Floors 2, 3, 4

Retractable Screen Examples



After Recording Return to:

City of St. Charles

2 E. Main St.

St. Charles, IL 60174

Prepared By:

City of St. Charles

2 E. Main St.

St. Charles, IL 60174

LICENSE AGREEMENT

This LICENSE AGREEMENT (hereinafter the "Agreement") is made and entered into as of this 6th day of December 2018, by and between the City of St. Charles, an Illinois municipal Corporation, Kane and DuPage Counties, Illinois (hereinafter "City"), and First Street Development II, LLC, an Illinois limited liability company (hereinafter "Licensee"); the City and Licensee are sometimes hereinafter collectively referred to as the Parties ("Parties") or individually as the Party ("Party");

WITNESSETH:

WHEREAS, the City does maintain, occupy, operate and use property known as the First Street Riverwalk, Lot 5 of the Resubdivision of the Resubdivision of Phase III First Street Redevelopment Subdivision, recorded as Document No. 2016K053789, on October 4, 2016 ("City Property"), as illustrated on Exhibit "A", a part of which is immediately adjacent to Lot 3 in the Resubdivision of the Phase III First Street Redevelopment Subdivision; and

WHEREAS, Licensee owns part of Lot 3 of the Resubdivision of the Resubdivision of Phase III First Street Redevelopment Subdivision, recorded as Document No. 2016K053789, on October 4, 2016 ("Licensee Property"); as legally described in Exhibit "B", the easterly and northerly property lines of which abut the City Property, as illustrated on Exhibit "A"; and

WHEREAS, Licensee has constructed a five story mixed use commercial and residential building on the Licensee Property, which includes balconies projecting from the second through fifth floors over the City Property ("Balcony Projections"), all pursuant to the City approved plans for and as illustrated on Exhibit "C"; and

NOW, THEREFORE, in consideration of the foregoing premises and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the Parties hereto hereby stipulate, the Parties hereby agree as follows:

1. The Recitals hereinabove are hereby incorporated into and made a substantive part of this Agreement as though they were fully set forth in this Paragraph.

2. The City, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration paid to City, the receipt and sufficiency of which is hereby acknowledged, hereby grants to the Licensee, its successors, grantees and assigns, an irrevocable permanent and exclusive restricted license (hereinafter the "License") for the purpose of maintaining the Balcony Projections solely within the limited area above the City Property, pursuant to the City approved plans for and as illustrated on the attached Exhibit "C," subject to the terms, conditions and limitations herein specified together with any exhibits attached hereto and incorporated herein by reference ("Encroachment").

3. Licensee must maintain the Balcony Projection in full compliance with the permit and all conditions contained herein or attached hereto by reference.

4. The Balcony Projections and the Encroachment shall not in any manner be expanded, added to or enlarged beyond the extent of the Balcony Projections and the Encroachment, as described herein and shown in Exhibit "C."

5. The Balcony Projections and the Encroachment shall not in any manner be constructed, reconstructed, modified or improved without prior written consent of the City.

6. This Agreement shall automatically terminate in the event that any of the following occur: (a) the primary structure located on the Licensee Property is ever damaged or destroyed, to the extent that its value is less than 25% of its then fair market value; (b) if the Balcony Projections are ever removed and the encroachment is terminated for more than three (3) months; (c) this Agreement otherwise terminates pursuant to any other provision of this Agreement.

7. Licensee understands and agrees that the Balcony Projections attached to the building constructed on Licensee Property shall remain in good structural condition at all times and that the use and enjoyment of the City property shall not be compromised in any unsafe or adverse manner, including. Licensee agrees that use of all Balcony Projections shall comply with loading requirements specified by a licensed structural engineer, and Licensee shall promptly provide such documentation if requested by the City. The Licensee shall promptly restore or cause to be restored the Balcony Projections to a good state of repair and in a clean, safe, unobstructed and usable condition, at all times complying with all local codes and ordinances. Should repairs or maintenance be needed to the Balcony Projections or where it is attached to the building, Licensee shall perform such work within thirty (30) days of notification by the City. If the required work is not performed or completed to the City's satisfaction, the City shall have the right to terminate the Agreement or perform or complete such work. Licensee agrees to reimburse the City for performance of such work within thirty (30) days of invoice by the City. Non-payment of invoices shall constitute a lien against Licensee Property.

8. To the fullest extent permitted by law, Licensee hereby agrees to defend, indemnify and hold harmless the City, its officials, agents, and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, specifically including but not limited to,

any claim or damages caused by or to the Balcony Projections or the Encroachment, any respective parts thereof located within the or attached to Licensee Property or over the City property, by work performed by the City, or its agents, which may in anywise accrue against the City, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this Agreement by the Licensee, its agents, invitees, employees, contractors or subcontractors, or which may in anywise result therefrom, except that arising out of the sole legal cause of the City, its agents or employees, the Licensee shall, at their own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City, its officials, agents and employees, in any such action, the Licensee shall, at its own expense, satisfy and discharge the same. Upon completion and occupancy, the Licensee shall furnish to the City a certificate of insurance evidencing commercial general liability insurance with minimum limits of \$1,000,000.00 combined single limit per occurrence and \$3,000,000.00 general aggregate limits and otherwise reasonably satisfactory to the City. The insurance policy shall be expressly endorsed to include the City as an additional insured, Such certificate of insurance shall require the insurer(s) to provide not less than thirty (30) days advance written notice to the City in the event of any cancellation, nonrenewal 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 term of the License.

9. The City shall have the right, in its sole and absolute discretion, to promulgate and enforce rules and regulations regarding the use of the Balcony Projections and Encroachment, to protect the health, safety and welfare of the public utilizing City Property. The Licensee will provide, at its expense (and the City shall have no obligation to provide or pay for), any and all improvements and/or modifications to the Balcony Projections and/or Encroachment to comply with this provision. The rules and regulations promulgated by the City shall not preclude hot tubs, outdoor gas food grills or placement of decorative plants on the balconies. Use of outdoor food grills or fire pits utilizing charcoal, wood or similar fuel sources is prohibited.

10. Except in the Encroachment, Licensee understands and agrees that various third party utility, telecommunication, and T.V. cable companies, including but not limited to NICOR and AT&T and their successors and assigns ("Utility Companies"), may have certain rights arising in the City Property, and that this Agreement does not in any way affect or diminish the rights of those Utility Companies. Licensee hereby acknowledges and agrees that the Utility Companies have no obligation or responsibility to Licensee or the Encroachment,

11. If this Agreement is terminated under any of the provisions contained herein, Licensee shall remove the Balcony Projections within the Encroachment within thirty (30) days of termination. If the required work is not performed or completed to the City's satisfaction, the City shall have the right to perform or complete such work. Licensee agrees to reimburse the City for performance of such work within thirty (30) days of invoice by the City. Non-payment of invoices shall constitute a lien against Licensee Property.

12. The Encroachment as constructed shall not become a part of or an interest in the City property, the air rights above it, below it or subterranean rights appurtenant thereto. This Agreement shall not be construed to grant any interest in realty or any other possessory interest beyond the irrevocable, permanent and exclusive license to the Licensee, as provided herein.

13. Licensee is responsible for the cost of installation, maintenance, and removal of such Balcony Projections in the Encroachment and is responsible for any damage caused to the City Property resulting from such installation, maintenance, and removal.

14. The terms of this Agreement are covenants running with Licensee Property and shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns, including any future association for Licensee Property and all owners of all or any portion of, or interest in, any of the properties covered hereby.

15. This Agreement may be enforced either at law or in equity, with the non-breaching Party entitled to injunctive relief and/or monetary damages. If any action for enforcement of this Agreement is brought, the non-prevailing Party in such action shall reimburse the prevailing Party for its attorneys' fees and related costs in such action.

16. Licensee shall not assign this Agreement or its rights and duties under this License, without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion.

17. This Agreement may be modified or amended only by a written instrument executed by the Parties, or their respective permitted successors or assigns.

18. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

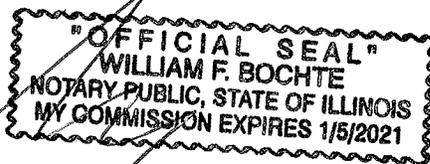
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Dated this _____ day of _____, 2018.

FIRST STREET DEVELOPMENT II, LLC
an Illinois limited liability company

By: [Signature]
Managing Member

Subscribed and Sworn to me before this 6th day of December 2018.



[Signature]
NOTARY PUBLIC

CITY OF ST. CHARLES, a Municipal Corporation, Kane and
DuPage Counties, Illinois

By: [Signature]
Mayor

ATTEST:

[Signature]
City Clerk



**City of St. Charles, Illinois
Resolution No. _____**

A Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to Execute a Second Amendment to License Agreement between the City of St. Charles and First Street Building 3 Phase II St. Charles Condominium Association (First Street Building #3 Balconies)

**Presented & Passed by the
City Council on May 18, 2020**

BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to execute a First Amendment to License Agreement between the City of St. Charles and First Street Building 3 Phase II St. Charles Condominium Association.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 18th day of May, 2020.

PASSED by the City Council of the City of St. Charles, Illinois, this 18th day of May, 2020.

APPROVED by the Mayor of the City of St. Charles, Illinois, this 18th day of May, 2020.

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

After Recording Return to:

City of St. Charles

2 E. Main St.

St. Charles, IL 60174

Prepared By:

City of St. Charles

2 E. Main St.

St. Charles, IL 60174

SECOND AMENDMENT TO LICENSE AGREEMENT

This SECOND AMENDMENT TO LICENSE AGREEMENT (hereinafter the "Second Amendment") is made and entered into as of this _____ day of _____ 2020, by and between the City of St. Charles, an Illinois municipal Corporation, Kane and DuPage Counties, Illinois (hereinafter "City"), and The Residences at First Street Building 3 Phase II St. Charles Condominium Association (hereinafter "Licensee"), as successor licensee to First Street Development II, LLC, an Illinois limited liability; the City and Licensee are sometimes hereinafter collectively referred to as the Parties ("Parties") or individually as the Party ("Party");

WITNESSETH:

WHEREAS, the City and Licensee are parties to that certain License Agreement, dated December 6, 2018, and recorded as Document No. 2018K060865, and amended by First Amendment to License Agreement, dated March 18, 2019, and recorded as Document No. 2019K035076 (the "Agreement"); and

WHEREAS, Licensee proposes to add retractable screening enclosures to certain balconies, pursuant to the plans attached hereto as Exhibit "C-1".

NOW, THEREFORE, in consideration of the foregoing premises and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the Parties hereto hereby stipulate, the Parties hereby agree as follows:

1. The Recitals hereinabove are hereby incorporated into and made a substantive part of this Agreement as though they were fully set forth in this Paragraph.
2. Capitalized terms used, but not defined herein, shall have the same meaning as ascribed to such terms in the Agreement. To extent any of the terms and conditions set forth in this Second Amendment shall

conflict with any terms and conditions of the agreement, the terms and conditions set forth in this Second Amendment shall at all times supersede, govern and control. In all other respects, this Second Amendment shall supplement the terms and conditions of the agreement.

3. Exhibit "C" of the Agreement is hereby appended by adding Exhibit "C-1", attached hereto and made a part hereof.

4. Except as supplemented, amended or modified herein by this Second Amendment, the Agreement is hereby ratified to be in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Dated this ____ day of _____, 2020.

The Residences at First Street Building 3 Phase II St. Charles
Condominium Association

By: _____

Its: _____

Subscribed and Sworn to me before this _____ day of _____, 2020.

NOTARY PUBLIC

CITY OF ST. CHARLES, a Municipal Corporation, Kane and
DuPage Counties, Illinois

By: _____

Mayor

ATTEST:

City Clerk

EXHIBIT "C-1"

Exhibit C-1

Balconies where corner posts are to be installed and retractable screen enclosures are permitted



East facing balconies - Floor 2, 3, 4

East facing balconies - Floor 2, 3, 4

Inside Corner balconies - Floor 2, 3, 4, 5

DEC. 22, 2016 - REVISED FOR CONSTRUCTION



STATE OF ILLINOIS
DESIGN PRO
REGISTRATION NUMBER
044002481

PROPOSED NEW OFFICE/RESIDENTIAL CONDOMINIUMS:
FIRST STREET - BLDG. 3
ST. CHARLES, ILLINOIS 60411
FIRST STREET DEVELOPMENT, LLC

BLDG. 3

Reasons:
OWNER/CLIENT
REV. 2-2-2016

Commission: 2502
Issue Date: 8-8-2016
Drawn By: CDZ
SOUTH AND EAST ELEVATIONS

Sheet:
A8
of 9



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: IK

Title:	Consideration of a request to vacate a portion of a Public Access and Utility Easement adjacent to ZaZa’s Trattoria, 5 S. 1st Street, and the First Street West Plaza.
Presenter:	Russell Colby

Meeting: City Council - New Business Date: May 18, 2020

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

Background

ZaZa’s Trattoria restaurant, located at 5 S. 1st Street, extends into the adjacent building to the west, 103-105 W. Main Street. Located behind the 103-105 W. Main St. building is an open service courtyard area that backs up to the First Street West Plaza.

Prior to the Plaza being constructed, the City had obtained a series of easements along the rear of buildings within this block for the purpose of providing a pedestrian access corridor. Some of these easement areas were later utilized as a part of the Plaza. The easement area behind 103-105 W. Main St. extends up to the rear wall of the building (Labeled as Easement “EB” on the attached survey). The area adjacent to the building is not being utilized as part of the Plaza and is currently fenced off.

Proposal

On behalf of building and business owner Dino Sisto, Batir Architecture has submitted a request for this unutilized easement area to be vacated by the City in order to permit the construction of a building addition. An 18 ft. deep area at the rear wall of the building is requested to be vacated. The proposed building addition would roughly be in line with the rear walls of the adjacent structures along the north edge of the plaza. Conceptual renderings and a floor plan of the proposed addition are attached.

Comments/considerations

- The easement grants the City rights for public access and utilities. Currently, the area is not readily accessible (as it is fenced) and there appears to be no public City utilities present. However, there are building services lines and potentially other utility lines that the owner would need to address if the project moves forward.
- Per the Fire Department, this area is not required for emergency access, as the emergency access route along the north side of the plaza would not be impacted.
- The Historic Preservation Commission reviewed preliminary renderings of the project and is supportive of the concept, but will need to review more detailed plans later.
- From a technical standpoint, Staff has no objection to the request.

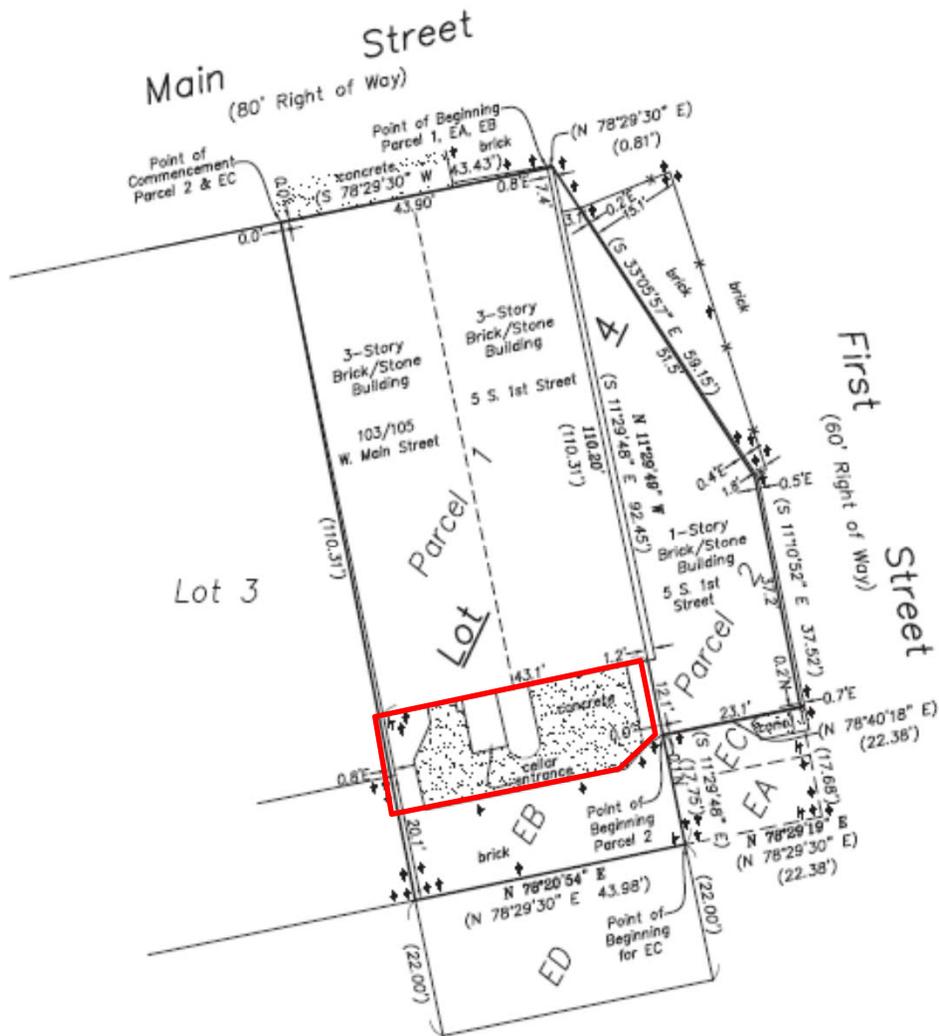
Attachments (please list):

Location maps; Request letter and plan documents submitted by Batir Architecture

Recommendation/Suggested Action (briefly explain):

No action is required. The owner and architect are seeking direction from the Council regarding the easement vacation so that they can proceed with more detailed planning for the project.

If Council is supportive of vacating the easement for the project, staff will work with the owner to prepare the appropriate instrument(s) and present the documents for City Council action at a later date.



Portion of Easement “EB” requested to be vacated

Easement EB grants the City rights for:

- Public pedestrian right-of-way and related improvements
- Public Utilities

Current use of the easement area:

- Fenced-in service courtyard for the building
- Utility services to the building

REQUEST FOR RELEASE OF EASEMENT

TO:

*St. Charles City Council
2 E. Main Street
St. Charles, IL 60174*

FROM:

*Batir Architecture
1121 E. Main Street
St. Charles, IL 60174
(630) 513-5109
Contact: Paula Price*

PROJECT:

*ZaZa's Trattoria
5 S. 1st Street
St. Charles, IL 60174
Project No. 19035*

St Charles City Council,

This letter serves to request the partial release of Easement 'EB' at the south end of the ZaZa's Trattoria property. This easement is adjacent to another easement to its south (ED), and existing buildings on each of its other three sides. Batir Architecture requests this release for the purpose of a building addition and new main entrance for the restaurant. The distance that is being requested is 18'-0". With this release there is still approximately 18'-0" clear access from the face of the proposed addition to the planter for access.

It is understood that EB is an access easement but upon review of the current configuration of this plaza, the access as is currently used would not be impeded (see photos). The face of the lower level of the addition maintains a line with the columns of the adjoining property to the west and the wall of the patio of McNally's. This new space is currently designed to allow 4 -season patio seating as well as an more gracious entry into ZaZa's and vertical circulation. It is intended to open into the plaza when weather allows and has full glass folding panel doors that when closed are to convey the feel of a patio. It is intended to enhance the plaza experience.

Batir and ZaZa's have been working together to produce a building design that enriches the community through restaurant expansion, engagement with river views, and celebration of the historical character of its surroundings.

Attached:

*Plat of Survey
Existing Photos
Design Intent Renderings
Design Intent Floor Plans*

*Thank you for your consideration,
Batir Architecture*

PLAT OF SURVEY

PARCEL 1:
 THAT PART OF LOT 4 IN BLOCK 39 OF THE ORIGINAL TOWN OF ST. CHARLES, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID LOT THAT IS 43.43 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID LOT; THENCE WESTERLY ALONG SAID NORTHERLY LINE 43.43 FEET TO THE SAID NORTHWEST CORNER; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT, 110.31 FEET TO A LINE DRAWN PARALLEL WITH AND 22 FEET NORTHERLY OF THE SOUTHERLY LINE OF SAID LOT; THENCE EASTERLY ALONG SAID PARALLEL LINE 43.98 FEET; THENCE NORTHERLY 110.31 FEET TO THE POINT OF BEGINNING, IN THE CITY ST. CHARLES, KANE COUNTY, ILLINOIS.

COMMONLY KNOWN AS 103-105 W. MAIN STREET & 5 SOUTH 1ST STREET, ST. CHARLES, ILLINOIS.

PARCEL 2:
 THAT PART ON LOT 4 IN BLOCK 39 OF THE ORIGINAL TOWN OF ST. CHARLES ON THE WEST SIDE OF THE FOX RIVER, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 4; THENCE SOUTHERLY ON THE WESTERLY LINE OF SAID LOT 4, A DISTANCE OF 110.31 FEET TO THE INTERSECTION WITH A LINE 22.0 FEET NORTH OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 4; THENCE NORTH 78 DEGREES 29 MINUTES 30 SECONDS EAST, BEING AN ASSUMED BEARING ON THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 43.98 FEET; THENCE NORTH 11 DEGREES 29 MINUTES 48 SECONDS WEST 17.75 FEET ON A LINE THAT WOULD INTERSECT THE NORTHERLY LINE OF SAID LOT 4 AT A POINT 43.43 FEET EASTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT 4 AS MEASURED ON THE NORTHERLY LINE OF SAID LOT 4 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 11 DEGREES 29 MINUTES 48 SECONDS WEST ON THE LAST DESCRIBED LINE (BEING ALONG THE EASTERLY LINE OF THE LAND DESCRIBED IN DEED DOCUMENT 2007K114148 FROM THE RAM PROPERTIES, LLC TO BRADS PROPERTIES, LLC) A DISTANCE OF 92.45 FEET TO THE NORTHERLY LINE OF SAID LOT 4; THENCE NORTH 78 DEGREES 29 MINUTES 30 SECONDS EAST OF THE NORTHERLY LINE OF SAID LOT 4, A DISTANCE OF 0.81 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF FIRST STREET ACCORDING TO THE PLAT RECORDED JANUARY 25, 1844 IN RECORD BOOK 4 ON PAGE 342; THENCE SOUTH 33 DEGREES 05 MINUTES 57 SECONDS EAST ON THE LAST DESCRIBED RIGHT-OF-WAY LINE A DISTANCE OF 59.15 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH 11 DEGREES 10 MINUTES 52 SECONDS ON THE EASTERLY RIGHT-OF-WAY OF SAID FIRST STREET, A DISTANCE OF 37.52 FEET; THENCE SOUTH 78 DEGREES 40 MINUTES 18 SECONDS WEST, A DISTANCE OF 22.38 FEET TO THE POINT OF BEGINNING, ALL IN KANE COUNTY, ILLINOIS.

COMMONLY KNOWN AS 5 SOUTH 1ST STREET, ST. CHARLES, ILLINOIS.

PARCELS CONTAIN: 6,304.9 SQUARE FEET, MORE OR LESS.

EASEMENT A (EA):

ALL PORTIONS OF THE PROPERTY LOCATED SOUTH OF THE STRUCTURES LOCATED ON THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 4 (EXCEPT THE SOUTHERLY 22 FEET AND EXCEPT THAT PART TAKEN FOR FIRST STREET ACCORDING TO PLAT RECORDED JANUARY 25, 1844 IN RECORD BOOK 4, PAGE 342) IN BLOCK 39 OF THE ORIGINAL TOWN OF ST. CHARLES, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS. EXCEPTING THEREFROM PART OF LOT 4, IN BLOCK 39 OF THE ORIGINAL TOWN OF ST. CHARLES DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID LOT THAT IS 43.43 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID LOT; THENCE WESTERLY ALONG SAID NORTHERLY LINE 43.43 FEET TO SAID NORTHWEST CORNER; THENCE SOUTHERLY ALONG SAID NORTHERLY LINE 43.43 FEET TO SAID NORTHWEST CORNER; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT, 110.31 FEET TO A LINE DRAWN PARALLEL WITH AND 22 FEET NORTHERLY OF THE SOUTHERLY LINE OF SAID LOT; THENCE EASTERLY ALONG SAID PARALLEL LINE 43.98 FEET; THENCE NORTHERLY 110.31 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

EASEMENT B (EB):

ALL PORTIONS OF THE PROPERTY LOCATED SOUTH OF THE STRUCTURES LOCATED ON THE FOLLOWING DESCRIBED REAL ESTATE:

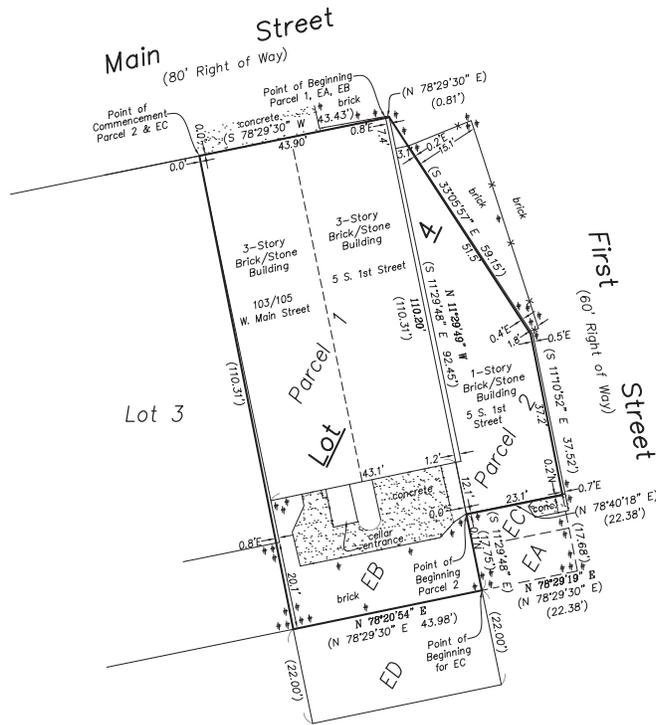
THAT PART OF LOT 4, IN BLOCK 39 OF THE ORIGINAL TOWN OF ST. CHARLES DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID LOT THAT IS 43.43 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID LOT; THENCE WESTERLY ALONG SAID NORTHERLY LINE 43.43 FEET TO SAID NORTHWEST CORNER; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT, 110.31 FEET TO A LINE DRAWN PARALLEL WITH AND 22 FEET NORTHERLY OF THE SOUTHERLY LINE OF SAID LOT; THENCE EASTERLY ALONG SAID PARALLEL LINE 43.98 FEET; THENCE NORTHERLY 110.31 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

EASEMENT C (EC):

THE NORTH 7.68 FEET OF THE FOLLOWING DESCRIBED PARCEL:
 THAT PART OF LOT 4 IN BLOCK 39 OF THE ORIGINAL TOWN OF ST. CHARLES ON THE WEST SIDE OF THE FOX RIVER, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 4; THENCE SOUTHERLY ON THE WESTERLY LINE OF SAID LOT 4, A DISTANCE OF 110.31 FEET TO THE INTERSECTION WITH A LINE 22 FEET, NORTH OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 4; THENCE NORTH 78 DEGREES 29 MINUTES 30 SECONDS EAST, BEING AN ASSUMED BEARING ON THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 43.98 FEET; THENCE NORTH 11 DEGREES 29 MINUTES 48 SECONDS WEST, 17.75 FEET ON A LINE THAT WOULD INTERSECT THE NORTHERLY LINE OF SAID LOT 4, AT A POINT 43.43 FEET EASTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT 4, AS MEASURED ON THE NORTHERLY LINE OF SAID LOT 4; THENCE NORTH 78 DEGREES 40 MINUTES 18 SECONDS EAST, A DISTANCE OF 22.38 FEET TO THE WESTERLY LINE OF FIRST STREET; THENCE SOUTH 11 DEGREES 10 MINUTES 52 SECONDS EAST ON THE WESTERLY LINE OF SAID FIRST STREET, A DISTANCE OF 17.68 FEET TO THE AFOREMENTIONED 22.0 FEET NORTH AND PARALLEL LINE; THENCE SOUTH 78 DEGREES 29 MINUTES 30 SECONDS WEST ON A SAID PARALLEL LINE, A DISTANCE OF 22.28 FEET TO THE POINT OF BEGINNING, ALL IN KANE COUNTY, ILLINOIS.

EASEMENT D (ED):

EASEMENT FOR INGRESS AND EGRESS CREATED BY DEED RECORDED JUNE 7, 1972 AS DOCUMENT 1228730 MADE BY THE ST. CHARLES NATIONAL BANK, AS TRUSTEE UNDER A TRUST AGREEMENT DATED MAY 2, 1962 AND KNOWN AS TRUST NUMBER 283 TO JACK H. ROTHSTEIN AND WIFE FOR THE BENEFIT OF PARCEL 1 OVER THE NORTHERLY 10 FEET OF THE SOUTHERLY 32 FEET OF LOT 4 IN BLOCK 39 OF THE ORIGINAL TOWN OF ST. CHARLES (EXCEPT THAT PART FALLING WITHIN PARCEL 1), IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.



STATE OF ILLINOIS)
) SS
 COUNTY OF KENDALL)

WE, CORNERSTONE SURVEYING, P.C., AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYOR CORPORATION NO. 184.006522, DO HEREBY CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

DATED AT YORKVILLE, ILLINOIS ON SEPTEMBER 24, 2013.

Michel C. Ensallaco P.L.S. 2768 Exp. 11/30/2014
 ERIC C. POKORNY P.L.S. 3818 Exp. 11/30/2014

TODD SURVEYING

PROFESSIONAL LAND SURVEYING SERVICES
 CORNERSTONE SURVEYING, PC
 1204 SUNSET WILLOW, SUITE E
 YORKVILLE, ILLINOIS 60560
 PHONE 630-892-1309 FAX 630-892-5544

Survey is valid only if original seal is shown in red.

Client:	ZAZA CORPORATION
Book #2163/sh	Drawn Bymh/aj/Plat #886
References:	
Field Work Completed:	09/18/2013
Rev. Date/Rev. Description	
Project Number:	2013-0973

SCALE 1" = 20'
 ○ Found 3/4" Dia. Iron Pipe
 (Unless Otherwise Noted)
 ● Set Iron Pipe 1/2" Dia. x 24"
 N = North E = East
 S = South W = West
 (XXX.X) = Record Distance
 XX.XX = Measured Distance
 R = Radius A = Arc Length
 U.&D.E. = Utility & Drainage Easement
 Fence = — — — — —
 Concrete/Asphalt Gravel

ALTA/ACSM LAND TITLE SURVEY

Prepared By
MARCHESE AND SONS, Inc.

land - marine - construction surveys

10 Menasco Drive
Roselle, Illinois 60172

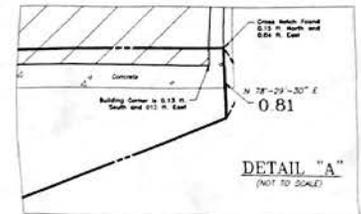
Phone (630) 894-5680
FAX (630) 894-8869

PROPERTY DESCRIPTION

PARCEL 1

THAT PART OF LOT FOUR IN BLOCK THIRTY NINE OF THE ORIGINAL TOWN OF ST CHARLES ON THE WEST SIDE OF THE FOX RIVER IN THE CITY OF ST CHARLES, KANE COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT FOUR THENCE SOUTHERLY ON THE WESTERLY LINE OF SAID LOT FOUR A DISTANCE OF 110.31 FT TO THE INTERSECTION WITH A LINE 22.0 FT NORTH OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT FOUR THENCE NORTH 78 DEGREES 29 MINUTES 35 SECONDS EAST BEARING AN ARITHMETIC BEARING ON THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 43.96 FT THENCE NORTH 11 DEGREES 29 MINUTES 48 SECONDS WEST 17.75 FT ON A LINE THAT WOULD INTERSECT THE NORTHERLY LINE OF SAID LOT FOUR AT A POINT 43.43 FT EASTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT FOUR AS MEASURED ON THE SOUTHERLY LINE OF SAID LOT FOUR TO THE POINT OF BEGINNING THENCE CONTINUING NORTH 11 DEGREES 29 MINUTES 48 SECONDS WEST ON THE NORTHERLY LINE OF SAID LOT FOUR A DISTANCE OF 84.51 FT TO THE NORTHERLY LINE OF SAID LOT FOUR THENCE NORTH 78 DEGREES 29 MINUTES 35 SECONDS EAST ON THE NORTHERLY LINE OF SAID LOT FOUR A DISTANCE OF 6.81 FT TO THE WESTERLY LINE OF SAID LOT FOUR THENCE SOUTHERLY ON THE WESTERLY LINE OF SAID LOT FOUR A DISTANCE OF 184.14 FT TO THE WESTERLY LINE OF SAID LOT FOUR THENCE SOUTH 33 DEGREES 48 MINUTES 15 SECONDS EAST ON THE LAST DESCRIBED RIGHT OF WAY LINE A DISTANCE OF 94.19 FT TO AN ANGLE POINT IN SAID LINE THENCE SOUTH 12 DEGREES 10 MINUTES 35 SECONDS ON THE EASTERLY RIGHT OF WAY OF SAID FIRST STREET A DISTANCE OF 37.52 FT THENCE SOUTH 78 DEGREES 40 MINUTES 18 SECONDS WEST A DISTANCE OF 22.38 FT TO THE POINT OF BEGINNING, ALL IN KANE COUNTY, ILLINOIS.

CONTAINING 1486 SQUARE FEET OR 0.034 ACRES MORE OR LESS



North

PIN NO. 08-27-377-618

ADDRESS: 5 S MAIN STREET

ST CHARLES, ILLINOIS

SCALE: ONE INCH = TEN FEET

ORDER NO. 08-15332 (PARCEL 1)

ORDERED BY: MR. NICHOLAS S. PEPPERS
ATTORNEY AT LAW

COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR CONTRACT, DEED, TITLE INSURANCE POLICY AND ZONING ORDINANCE. BASIS OF THE BEARINGS SHOWN HEREON HAVE BEEN ASSUMED.

STATE OF ILLINOIS

CO. S.S.

COUNTY OF DUPAGE

TO:

CITY OF ST CHARLES, ILLINOIS

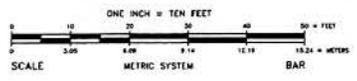
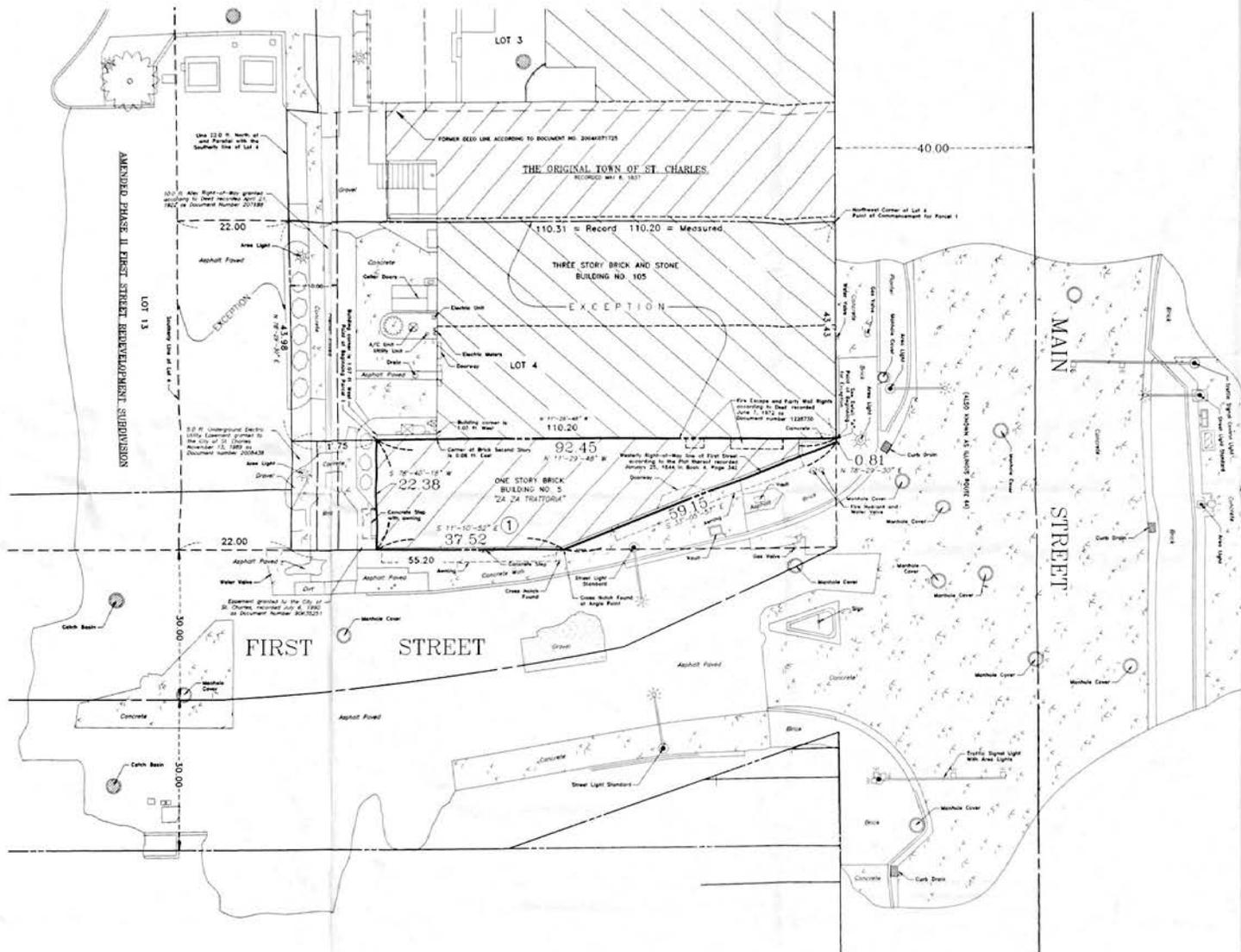
CHICAGO TITLE INSURANCE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS" JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2005 AND INCLUDES ITEMS 1, 2, 3, 4, 7A, 8, AND 10 OF TABLE A THEREOF PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION. UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION AS A LAND SURVEYOR REGISTERED IN THE STATE OF ILLINOIS THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS DESCRIBED THEREIN.

DOEN UNDER MY HAND AND SEAL THIS 12th DAY OF NOVEMBER, 2008.

Michael J. Peppers
ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR NO. 2461
MY CURRENT LICENSE EXPIRES ON NOVEMBER 3, 2010

"The Surveyor has reviewed the Public Records as well as a visual inspection of the site and to the best of his/her knowledge has determined the boundaries pertaining thereto. However, no one can determine the boundaries or status of ownership but relies in the public records of jurisdiction and cannot be held liable in a court of law for the same."



NOTE: UNDERGROUND UTILITIES SHOWN HEREON, HAVE BEEN LOCATED WITH THE AID OF AVAILABLE RECORDS FOR LOCATIONS OF UNDERGROUND UTILITY MAINS, PLEASE CONTACT J.L.L.E. BY CALLING 811 OR 1-800-892-6123.

AMENDED PHASE II FIRST STREET REDEVELOPMENT SUBDIVISION

LOT 13

Southerly Line of Lot 4

Line 22.0 ft. North of and Parallel with the Southerly line of Lot 4

10.0 ft. Alley Right-of-Way granted according to Deed recorded April 21, 1927 as Document Number 207188

EXCEPTION

5.0 ft. Underground Electric Utility Easement granted to the City of St. Charles November 13, 1989 as Document number 2008438

Easement granted to the City of St. Charles, recorded July 6, 1990 as Document Number 90K35251

FORMER DEED LINE ACCORDING TO DOCUMENT NO. 2004K071725

THE ORIGINAL TOWN OF ST. CHARLES
RECORDED MAY 8, 1837

40.00

Northwest Corner of Lot 4
Point of Commencement for Parcel 1

110.31 = Record 110.20 = Measured

THREE STORY BRICK AND STONE
BUILDING NO. 105

EXCEPTION

LOT 4

N 11°-29'-48" W
110.20

92.45

Westerly Right-of-Way line of First Street according to the Plat thereof recorded January 25, 1844, in Book 4, Page 342

Fire Escape and Party Wall Rights according to Deed recorded June 7, 1972 as Document number 1228730

ONE STORY BRICK
BUILDING NO. 5
"ZA ZA TRATTORIA"

S 78°-40'-18" W
22.38

S 11°-10'-52" E
37.52

59.15

0.81

22.00

55.20

30.00
30.00

FIRST

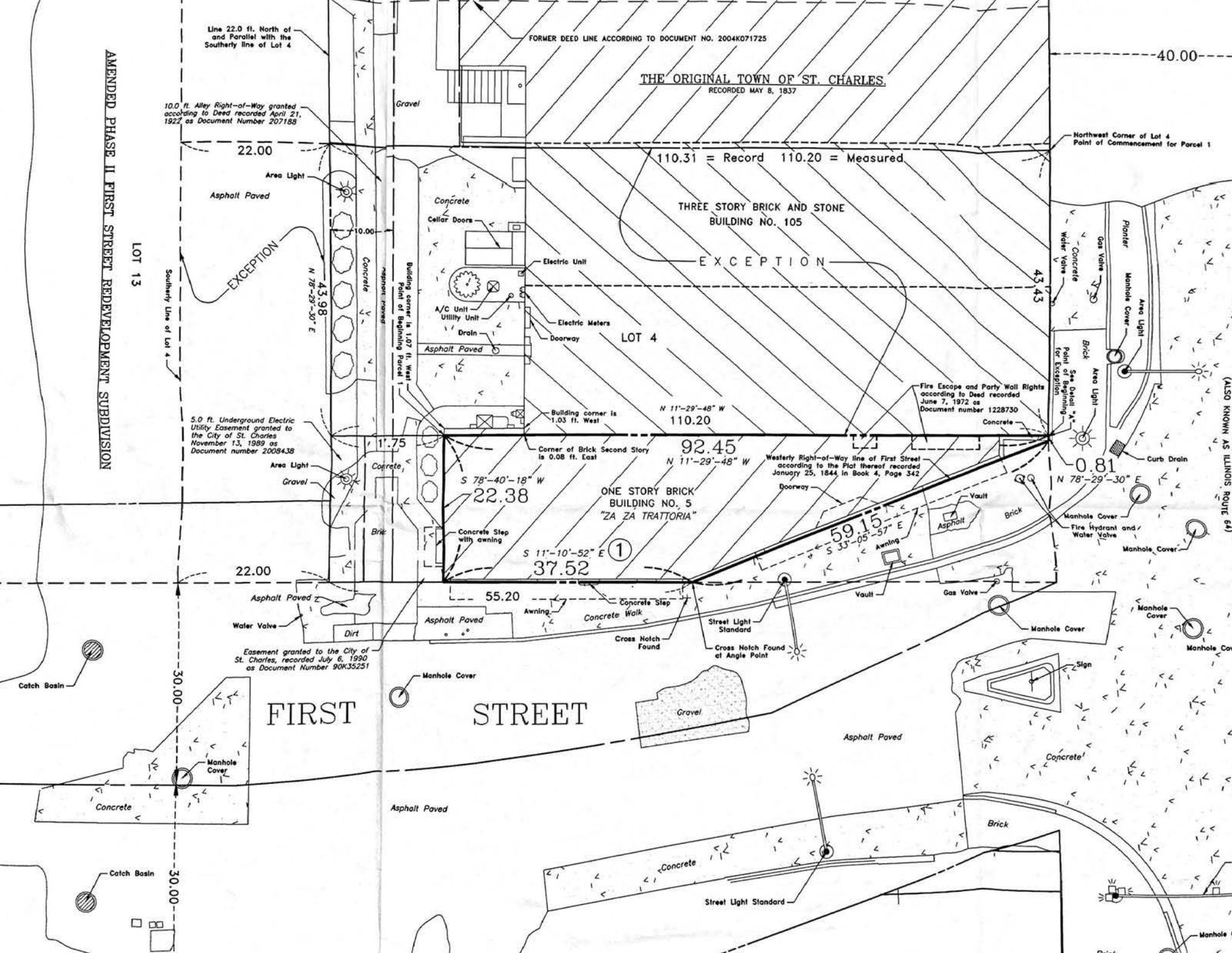
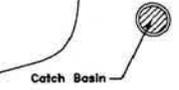
STREET

Asphalt Paved

Asphalt Paved

Street Light Standard

(ALSO KNOWN AS ILLINOIS ROUTE 64)



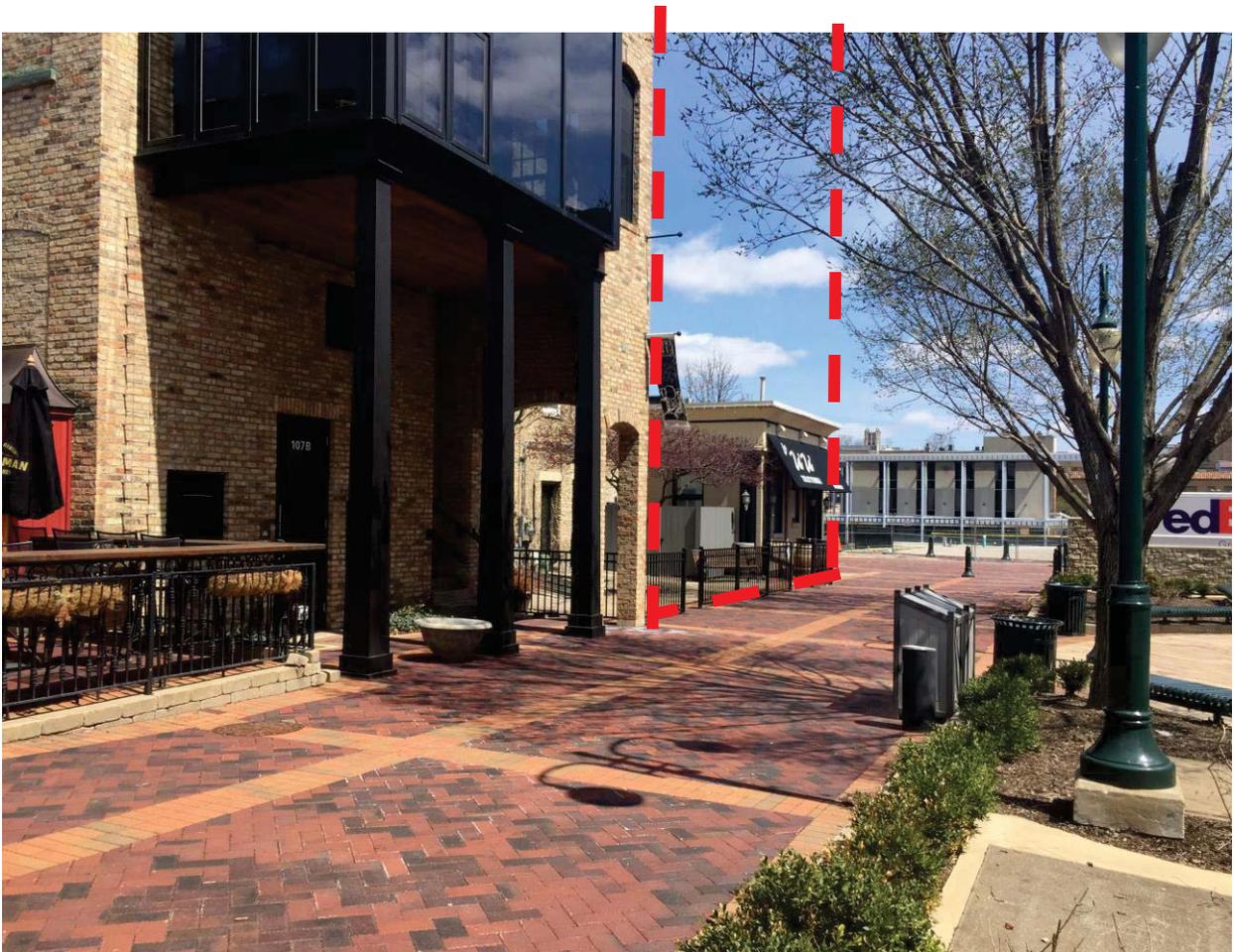
PROJECT:
ZaZa's Trattoria
5 S. 1st Street
St. Charles, IL 60174
Project No. 19035



1121 E. Main St., Suite 220 St. Charles, IL 60174
tel 630 513 5109 fax 630 513 5919
www.batirarch.com



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PROPOSED ADDITION - SOUTH ELEVATION

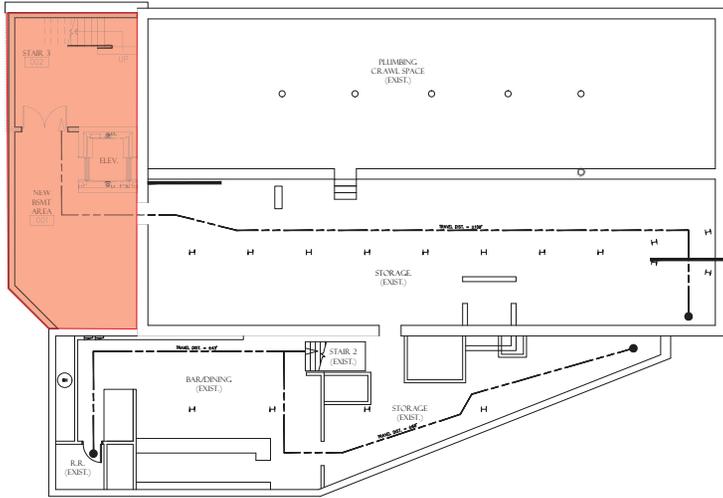


PROPOSED ADDITION - SOUTHEAST ELEVATION

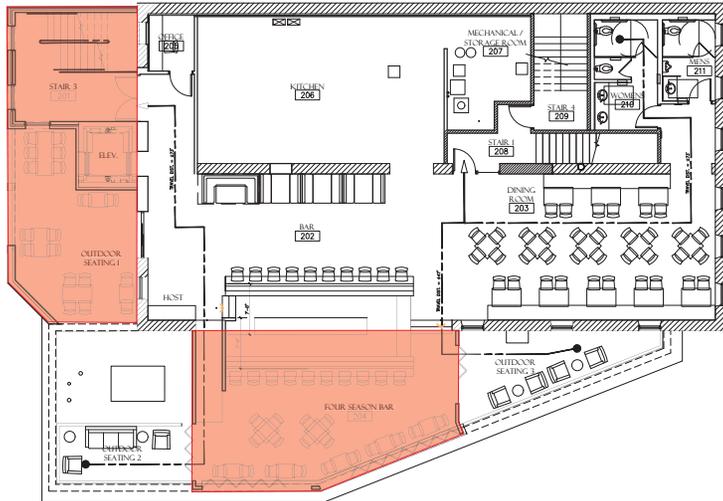


PROPOSED ADDITION - EAST ELEVATION

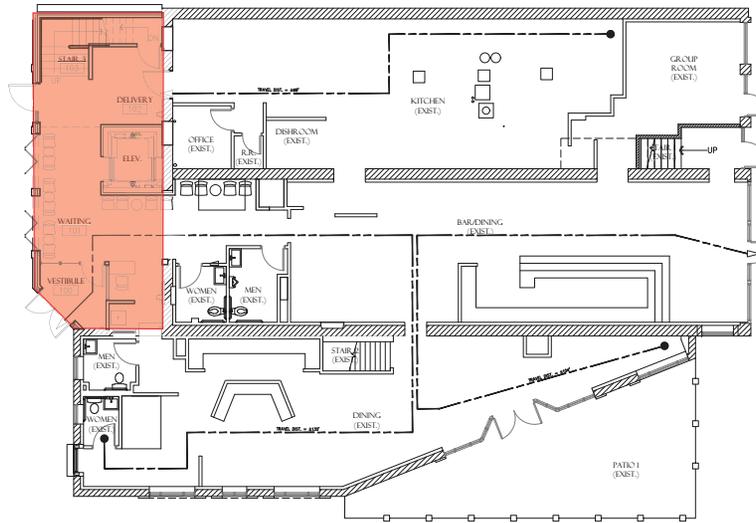




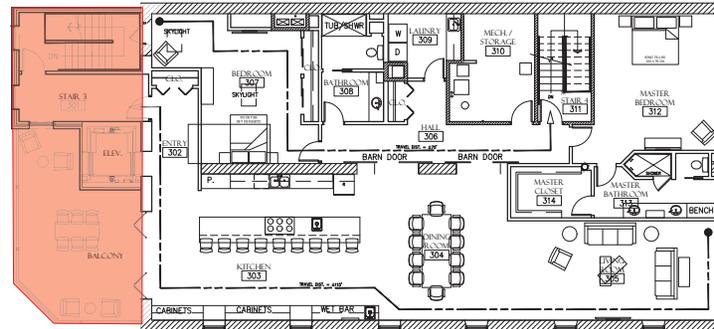
BASEMENT PLAN
SCALE: 1/4"=1'-0"
NORTH



SECOND FLOOR PLAN
SCALE: 1/4"=1'-0"
NORTH



FIRST FLOOR PLAN
SCALE: 1/4"=1'-0"
NORTH



THIRD FLOOR PLAN
SCALE: 1/4"=1'-0"
NORTH

RED HATCH INDICATES AREA OF ADDITION

FLOOR PLAN LEGEND

- EXISTING TO REMAIN
- NEW PARTITION
- NEW RATED PARTITION
- KEY NOTE
- ROOM NUMBER

BUILDING DATA

CONSTRUCTION TYPE CLASSIFICATION:
TYPE 3B - NON-COMBUSTABLE, SPRINKLED

- FIRE RESISTANCE OF STRUCTURAL ELEMENTS - REQUIRED
(TYPE 3B CONSTRUCTION - (TABLE 601 & 602))
1. EXTERIOR BEARING WALLS 2 HRS
 2. INTERIOR BEARING WALLS, COLUMNS 0 HRS
 3. FLOOR CONSTRUCTION 0 HRS
 4. ROOF CONSTRUCTION 0 HRS

CODE ANALYSIS

- OCCUPANCY CLASSIFICATION:
- TENANT SPACE (FLOOR-BASEMENT): USE GROUP S-2 (STORAGE) (BC 311.3)
 - TENANT SPACE (FLOOR #1 & #2): USE GROUP A-2 (ASSEMBLY) (BC 304.3)
 - TENANT SPACE (FLOOR #3): USE GROUP R-2 (RESIDENTIAL) (BC 310.4)

ZONING: CBD-1 (CENTRAL BUSINESS DISTRICT)

GENERAL BUILDING LIMITATIONS:
MAXIMUM BUILDING HEIGHT: (BC 504.3 & 504.4)
PERMITTED - 75' (3 STORIES)
EXISTING - 4+38' (3 STORIES)

MAXIMUM AREA PERMITTED: (BC TABLE 506.2)
PERMITTED - A-2 (1ST FLOOR) - 28,500 S.F.
PROPOSED - 2,347 S.F.
PERMITTED - A-2 (2ND FLOOR) - 28,500 S.F.
PROPOSED - 3,050 S.F.
PERMITTED - R-3 (3RD FLOOR) - 28,500 S.F.
PROPOSED - 2,937 S.F.
PERMITTED - S-2 (1ST FLOOR) - 28,500 S.F.
PROPOSED - 3,210 S.F.

FIRE PROTECTION SYSTEMS:

NEW FULLY AUTOMATIC FIRE SPRINKLER SYSTEM AND AS REQUIRED BY CODE AND NFPA13R

EGRESS CALCULATION: (IBC)

TENANT AREA/OCCUPANT LOAD: (IBC TABLE 1004.1.2)
FLOOR AREA PER OCCUPANT:
A - 15 NET S.F.
R - 200 GROSS S.F.
S - 500 GROSS S.F.

GROSS AREA: (A) 5,397 S.F. / 15 = 360 OCCUPANTS MAX
(R) 2,937 S.F. / 200 = 15 OCCUPANTS MAX.
(S) 3,210 S.F. / 500 = 6 OCCUPANTS MAX.

MAXIMUM COMMON PATH OF EGRESS TRAVEL:

(IBC TABLE 1006.2.1)
PERMITTED - A - 75'
R - 125'
S - 100'

MAXIMUM LENGTH OF EGRESS ALLOWED:

(IBC TABLE 1017.2)
PERMITTED - A - 250'
R - 250'
S - 300'

CALCULATED ACTUAL EGRESS (FURTHEST POINT):

A - ±135'
R - ±115'
S - ±109'

EGRESS UNITS REQUIRED: 2
EGRESS UNITS PROVIDED: 2
(1 DOOR AT 36' @ FRONT)
(1 DOOR AT 36' @ REAR)

LOCKS AND LATCHES (IBC SECTION) ALL MEANS OF EGRESS DOORS SHALL BE READILY OPERABLE FROM THE SIDE WHICH EGRESS IS TO BE MADE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT.

LIFE SAFETY PLAN NOTES

1. ...

PROJECT:
19035

ZAZA'S TRATTORIA
INTERIOR ALTERATIONS & ADDITION

BATR
BATR ARCHITECTURE LTD.
1121 E. MAIN ST. SUITE 220 ST. CHARLES, IL 60174
PH: 630.595.5949
WWW.BATRARCH.COM

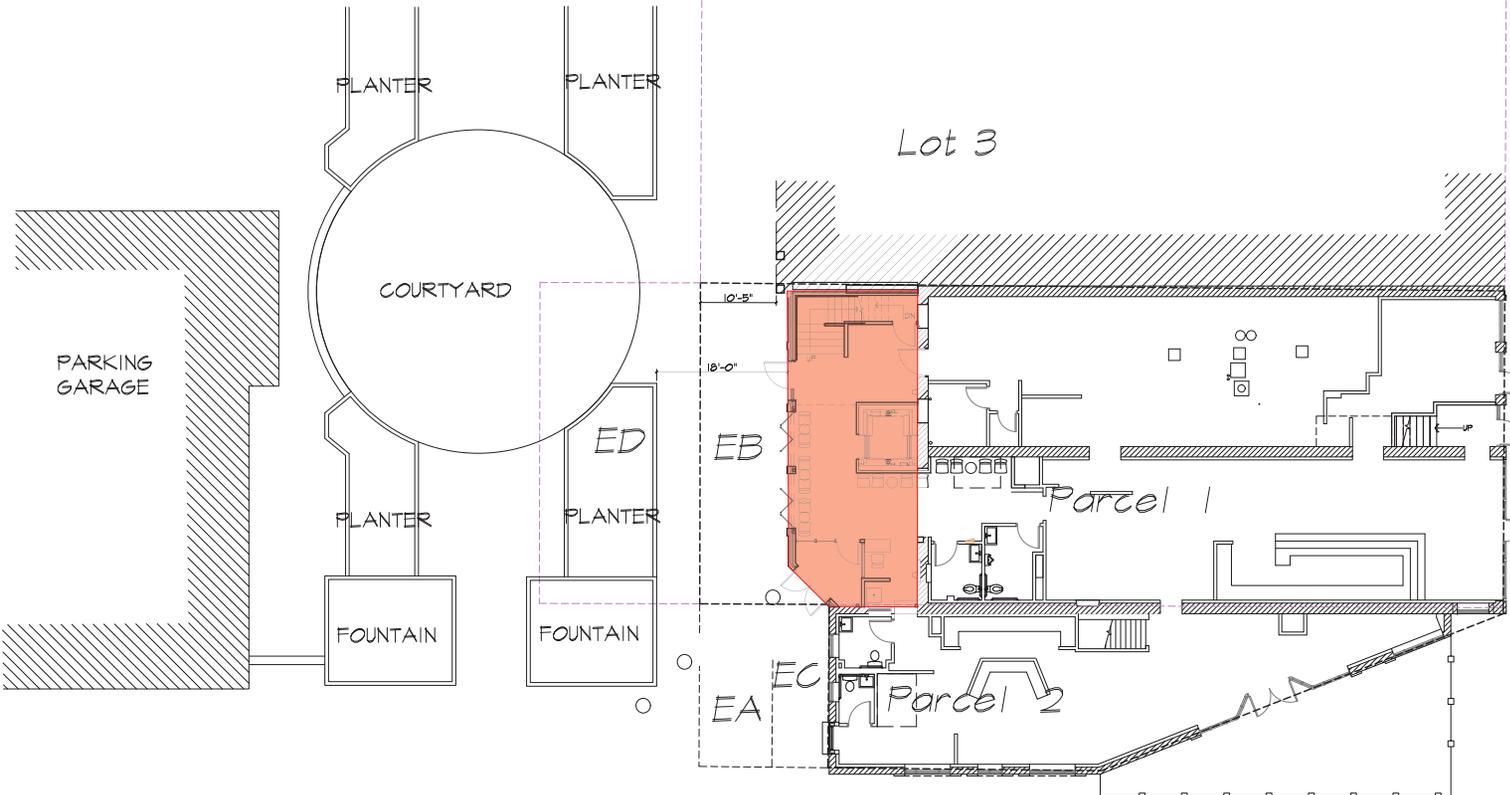
LIFE SAFETY PLANS

ISSUED:
04-10-2020
ISSUED FOR PERMIT

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SCALE
1/4" = 1'-0"

A101



SITE PLAN NOTES:
1.

PROJECT:
19035

ZAZA'S TRATTORIA
INTERIOR ALTERATIONS & ADDITION
S. 1ST STREET, ST. CHARLES, IL 60714

BATR
BATIR ARCHITECTURE LTD.
112 E. MAIN ST. SUITE 220, ST. CHARLES, IL 60714
PHONE: 618-352-5919
WWW.BATRARCH.COM

SITE PLAN

ISSUED:
04-10-2020
ISSUED FOR PERMIT

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SCALE
1/4" = 1'-0"
DATE: 04-10-2020

A100

RED HATCH INDICATES AREA OF ADDITION

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

MAIN STREET
(60' Right of Way)

FIRST STREET
(60' Right of Way)



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *IL

Title:

Recommendation to approve a Resolution to authorize a 5-Year Contract Extension with National Power Rodding for Storm Sewer Maintenance in the amount of \$172,000

Presenter:

AJ Reineking

Meeting: Government Services Committee

Date: May 18, 2020

Proposed Cost: *up to* \$172,000

Budgeted Amount: \$172,000

Not Budgeted:

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

In 2018, the Public Services Division issued a bid for the 2018 and 2019 storm sewer maintenance program. The City received four bids with National Power Rodding (NPR) of Chicago, IL being the lowest responsible bidder to complete the work, which included the cleaning and camera inspection of approximately 102,000 linear feet of storm sewer and over 1,200 catch basins, inlets, manholes and box culverts. Over the last two years, NPR has been very responsive to the City's needs for both routine maintenance as well as emergency cleaning and inspection services.

National Power Rodding has offered to hold their 2018-unit pricing for the next five years to clean and inspect the storm sewers in Zones 2 and 3 on the City's west side.

This work is performed in conjunction with televising work done by the Public Services Division to meet a 9-year maintenance cycle for all the storm sewers throughout the community. The cleaning work will help to ensure the reliability of the City's storm system, and the visual inspections will dictate the City's repair schedule for the following fiscal year.

Attachments (*please list*):

*National Power Rodding Extension Letter

Recommendation/Suggested Action (*briefly explain*):

Recommendation to authorize an extension to the contract with National Power Rodding for storm sewer maintenance services, pending budgetary availability, for up to five years.



NATIONAL POWER RODDING
A Carylton Company

2500 West Arthington Street
Chicago, IL 60612

p: (312) 666-7700

f: (312) 666-0748

www.nationalpowerrodding.com

April 10, 2020

Joan Schouten
Purchasing Division Manager
2 E. Main St.
St. Charles, IL 60174

RE: Storm Sewer Televising and Maintenance Program
NPRC Job No. SAI015-3

VIA: Email, jschouten@stcharlesil.gov

Dear Ms. Schouten:

We are in receipt of your letter dated April 9, 2020.

We are most interested in providing Option 2. RENEW SERVICES for ZONE 2 and 3 at current price. From: May 2020 – April 20205 (approximately 5.5 years of work).

Attached you will find line item pricing for items that were not previously quoted.

Please let us know if you need additional information.

We really appreciate the work and look forward to continuing our relationship with the City of St. Charles.

Sincerely,

Reid W. Ruprecht

Reid W. Ruprecht
Vice President

City of St. Charles, Illinois
Resolution No. _____

**A Resolution to authorize a 5-Year Contract Extension with
National Power Rodding for Storm Sewer Maintenance in the
amount of \$172,000**

**Presented & Passed by the
City Council on _____, 2020**

WHEREAS, the Public Services Division issued a bid for the 2018 and 2019 storm sewer maintenance program;

WHEREAS, the City received (4) bids with National Power Rodding (NPR) of Chicago, IL being the lowest responsible bidder to complete the work;

WHEREAS National Power Rodding has offered to hold their 2018-unit pricing for the next five years to clean and inspect the storm sewers in Zones 2 and 3 on the City's west side;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the 5-Year Contract Extension for Storm Sewer Maintenance be awarded to National Power Rodding in the amount of \$172,000.

PRESENTED to the City Council of the City of St. Charles, Illinois, this__day of May, 2020

PASSED by the City Council of the City of St. Charles, Illinois, this__day of May, 2020

APPROVED by the Mayor of the City of St. Charles, Illinois, this__day of May, 2020

Raymond P. Rogina, Mayor

ATTEST:

City Clerk
COUNCIL VOTE:
Ayes:
Nays:
Absent:
Abstain:



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *IM

Title:

Recommendation to approve a Resolution Authorizing the 2020 Farm Land Lease and Biosolids Application Agreement with Managers Brothers Farms

Presenter:

Tim Wilson

Meeting: Government Services Committee

Date: May 18, 2020

Proposed Cost: \$39,200

Budgeted Amount: \$45,000

Not Budgeted:

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

The Main Wastewater Treatment Plant generates approximately 4,000 cubic yards of biosolids annually. The City owns and leases 37.50 acres of farmland at the West Side Treatment Plant on Route 38. The current Lease and Biosolids Agreement is with Bill and Roger Mangers and is up for renewal. Historically the farmland has been leased to Bill and Roger Mangers with whom the City has built a good working relationship. In addition to leasing the acreage, the Mangers were contracted to spread biosolids on it.

To remain competitive with local farm lease rates and comparable lease rates on University of Illinois farm land, staff recommends renewal for a three year period with the following leasing terms:

- 2020 - \$189 per acre
- 2021 - \$199 per acre
- 2022 - \$209 per acre

The City has found that the biosolids application costs with Mangers Brothers are 25% lower than the competition. As part of the proposed agreement, any farm land managed by Mangers Brothers will be applied at the following costs:

- 2020 - \$9.80 per cubic yard
- 2021 - \$10.00 per cubic yard
- 2022 - \$10.20 per cubic yard

The proposed agreement provides the City with the flexibility to continue to look for additional farm land and biosolids appliers. As part of the application portion of the contract the city is requesting a bid waiver. Bid waiver form and additional pricing have been attached. The city attorney has reviewed and made recommended changes the 2020 agreement.

Attachments *(please list):*

- * 2020 Farm Lease and Biosolids Application Agreement
- * Bid Waiver Form for Biosolids Application
- * Resolution

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve the 2020 Farm Land Lease and Biosolids Application Agreement with Managers Brother Farms.



Data Source:
City of St. Charles, Illinois
Kane County, Illinois
DuPage County, Illinois
Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983
Printed on: May 5, 2020 10:23 AM



Exhibit A - Farm Lease and Biosolids Application Agreement

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CITY OF ST. CHARLES

FARM LEASE AND BIOSOLIDS APPLICATION AGREEMENT

The City of St. Charles, Illinois (hereinafter referred to as "City"), and Roger Mangers and William Mangers (hereinafter collectively referred to as the "Mangers"), mutually agree to this lease on the following terms and conditions:

1. **DEMISED PREMISES:** City agrees to lease to the Mangers forty (40) acres of City owned farmland located at the City of St. Charles' Westside Wastewater Treatment Plant on Route 38 (hereinafter referred to as the "Demised Premises"), as depicted on Exhibit A.

2. **TERM:** The term of this lease shall commence on January 1, 2020 and continue until December 31, 2022, unless terminated earlier as provided in this lease.

3. **RENEWAL OPTION:** The City has the option to renew this lease for an additional three year period providing that the City gives written notice to the Mangers of its exercise of the three renewal option on or before August 1, 2022. Rent and Beneficial Reuse of Biosolids for the option period shall be the amount in an amount as negotiated between the City and the Mangers.

3. **RENT:** Rent for the Demised Premises shall be assessed on a per acre rate for thirty seven and half (37.50) tillable acres for an annual rent of payable on or before December 1 of each year, as follows:

- i. January 1, 2020 – December 31, 2020: \$189 / per acre = \$7,087.50 Annual
- ii. January 1, 2021 – December 31, 2021: \$199 / per acre = \$7,462.50 Annual
- iii. January 1, 2022 – December 31, 2022: \$209 / per acre = \$7,837.50 Annual

If the Mangers fail to pay rent as scheduled, a one and one-half percent (1.5%) per month finance charge shall be assessed against any balance due; said interest represents an annual percentage rate of eighteen percent (18%). Rent shall be payable to the City of St. Charles unless otherwise designated by City. Rental payments should be mailed to City of St. Charles, 2 East Main Street, St. Charles, Illinois 60174.

4. **TERMINATION:** The City has the right to terminate this lease and retake possession for all or any part of the Demised Premises, thereby terminating this lease with respect to that portion of the Demised Premises for any purpose, including but not limited to a sale, public or private land development activities, and/or grants of utility easements. Such termination shall be effectuated by written notice to the Mangers on the date specified by such notice. City shall pay to the Mangers no later than ten days (10) after the effective date of such termination the following:

- a. If such termination affects portions of the Demised Premises in which crops have been planted, the sum of eight hundred fifty dollars (\$850) per acre, prorated for any partial acre, in addition to a refund of rent paid hereunder for such portion of the Demised Premises.

b. If crop damage occurs as a result of soil testing or other activities on the Demised Premises as directed by the City, the Mangers shall have the right to be reimbursed for its prorated expenses to date for any measured acres damaged.

c. In the event that the City terminates the lease, as provided for above, the rent shall be prorated according to the percentage of acreage terminated. This amount shall then be subtracted from the total amount of rent otherwise payable under this lease.

d. If the Mangers default on any obligations imposed by this lease and do not cure the default within thirty days (30) of receipt of written notice specifying the instance(s) of default, then this lease shall automatically terminate on the thirty-first day (31st) following receipt of notice.

5. **ASSIGNMENT:** Mangers shall not assign or sublet this lease in whole or in part without first obtaining the City's written consent.

6. **NOTICES:** All notices shall be sent by certified mail. Notices to the City shall be directed to the City of St. Charles, Attention: Director of Public Works, 2 East Main Street, St. Charles, Illinois 60174, and notices to the Mangers shall be directed to William Mangers, 49W179 Main Street, Elburn, Illinois 60119.

7. **WAIVER OF WARRANTY:** The Mangers agree that they have fully inspected the leased property and take it as-is. The City reserves warranties of any kind and disclaims any responsibility for visible or latent defects in the Demised Premises.

8. **MANGERS' INVESTMENT AND EXPENSES:** The Mangers hereby agree to pay for and furnish the following at their sole cost and expense:

a. All machinery, equipment, labor, fuel and power necessary to farm the Demised Premises in a satisfactory manner.

b. All hauling of all materials needed for making repairs or minor improvements to the Demised Premises, except where otherwise agreed to.

c. All labor required for repairing or improving the Demised Premises, except where otherwise agreed.

d. All seeds, inoculations, disease treatment materials, fertilizers, herbicides and insecticides.

e. Plowing.

f. Insurance on equipment and employees as provided in Section 14 of this lease.

g. Real estate taxes that may be assessed on the Demised Premises during the term of this lease.

h. Any other materials or work expended during the term of this lease, except as otherwise agreed to.

9. **MANGERS' DUTIES:** In addition to the prompt payment of all rent, Mangers agrees to perform the following required activities:

a. To cultivate the farm faithfully and in a timely, thorough and businesslike manner.

b. Follow farming practices that are generally recommended for this type of farm and its locality unless other practices are agreed to by the City and the Mangers.

c. Keep the Demised Premises neat and orderly.

d. Prevent all unnecessary waste, loss or damage to the Demised Premises and all other real or personal property of the City.

e. Practice fire prevention, follow safety rules, and comply with all pollution control and environmental protection requirements and implement erosion control practices that are prudent and otherwise in accord with all applicable government standards.

f. Keep all vehicles and other equipment located on the Demised Premises locked with keys removed when not attended. The Mangers shall be solely responsible for all equipment.

g. Maintain a record of soil treatment and provide a supplier's statement which includes the amounts of fertilizers, pesticides, herbicides and other chemicals and similar substances purchased and the date of purchase.

h. Use chemicals and pesticides in accordance with labeled directions; prevent chemical and pesticide drift onto adjacent properties and other non-target lands and animals.

i. Use prudence and care in transporting, storing, handling and applying all fertilizers, pesticides, herbicides and other chemicals and similar substances.

j. Use the Demised Premises without site contamination such as, but not limited to, chemicals, oil spills, hydrocarbons or any other waste materials.

k. Keep ditches, tile drains, tile outlets, grass waterways, and established watercourses in good repair and otherwise protect and preserve the same.

l. Use due care in farming around existing manholes, sanitary sewers and telephone poles. Mangers shall be solely responsible for any damage to any manholes, sanitary sewer pipe or telephone poles.

m. Allow the City access to all roads and trails on the Demised Premises. The Mangers agree to maintain all roads and trails on the Demised Premises in a condition equal to or exceeding the condition of such roads or trails on the date Mangers took possession of Demised Premises.

n. Prior to termination of this lease, the Mangers agree to allow their successor access to the Demised Premises for the purpose of field preparation, following the removal of the Mangers' crop on a field by field basis.

10. Farm Chemicals and Hazardous Substances: The Lessor and the Mangers agree to the following:

a. The Mangers hereby warrant that they have received training and information that includes emphasis on safe storage, mixing, application, and rinsate disposal for farm-use pesticides and chemicals. The Mangers assume all responsibility for providing this information to family, employees, and other persons used for fulfilling the Mangers' responsibilities under this lease.

b. All chemicals used by the Mangers on the Demised Premises shall be applied by a licensed operator (whenever such is required by the laws of the State of Illinois) in a prudent and proper manner, including the use of equipment that is in good working order, and at levels that do not exceed the manufacturer's recommendation. The application of any chemicals on the Demised Premises shall at all times be in a manner that is generally consistent with prudent farming practices, any rules and regulations of the Environmental Protection Agency, and any guidelines and recommendations provided by the chemical manufacturer. Each chemical container shall be used and stored in a manner that minimizes the risk of an accidental spill and discharge.

c. No chemicals shall be stored on the Demised Premises for more than one (1) year from the purchase date. Any chemicals or petroleum products stored or maintained on the Demised Premises shall be in clearly marked, closed-tight containers located above the ground.

d. No excess chemicals or chemical containers shall be disposed of on the Demised Premises. All excess chemicals, chemical containers, or other hazardous waste shall be removed in a timely, prudent manner by the Mangers at their sole cost and expense, and under no circumstances shall such remain after the expiration or termination of this lease.

e. During the life of this lease, the Mangers shall record all applications of chemicals and fertilizer by field, including the name and source of each item applied, the quantity applied, and the date of the application. The Mangers shall furnish a copy of this record to the City within twenty-one (21) days following the City's request for it. The Mangers agrees to make such record available for inspection at any reasonable time during the year.

f. The Mangers shall pay for the cleanup of any hazardous chemical spill occurring on the Demises Premises when the spill is the direct or indirect result of the Mangers' farming activities and operations. The Mangers shall keep the City safe, harmless and indemnified as to any losses, claims, fees, damages, legal fees, causes of action, including all costs of cleanup, and other costs and expenses resulting from any such spill or contamination.

11. OPERATIONS TO BE CONDUCTED WITHIN THE DEMISED PREMISES:

All farming, plowing, turning, crop removal and other operations shall be within the confines of land actually rented and not on adjoining lawns, yards, fields or other areas including areas planted in grass surrounding the Demised Premises and running along highways.

12. CITY'S RIGHT OF ENTRY: City shall have the right to enter at any time to inspect fields, ditches, tile outlets, fences or any other part of the Demised Premises, and to repair or do any other work that the City considers necessary or desirable

13. RELEASE AND INDEMNITY: The Mangers agree to assume all risk of loss and to indemnify and hold the City, their respective officers, employees or agents harmless from and against all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including injuries to persons (including death) and for the loss of, damage to, or destruction of property because of the Mangers' acts or omissions. In the event that any demand or claim is made or suit is commenced against the City, the City shall give prompt notice thereof to the Mangers and the Mangers shall have the right to compromise or defend the same to the extent of their own interest.

14. INSURANCE: For the term of the lease, the Mangers shall maintain insurance with a carrier acceptable to the City, insuring Mangers for the following types and in state minimum amounts:

Commercial General Liability:	\$1,000,000 per occurrence
	\$2,000,000 general aggregate
Umbrella Liability:	\$2,000,000 limit
Workers Compensation:	\$500,000 per accident

The Mangers shall furnish a Certificate of Insurance and agrees that all applicable insurance policies be amended to name the City as an additional insured and to receive notice of termination of coverage which shall require 30 days notice.

15. LANDLORD'S LIEN FOR RENT AND PERFORMANCE: The City is entitled to the Landlord's lien provided by law on crops grown or growing on the Demised Premises as additional security for the specified rent and for the faithful performance of the terms of the lease by the Mangers.

In the event that the Mangers fail to pay the rent due or to keep any other term or condition of this lease, all costs and attorneys' fees of the City in enforcing collection or performance shall be added to and become a part of the obligations payable by the Mangers under this lease.

The City's decision to exercise its rights under this section shall not preclude the City from pursuing any other legal remedies available to the City.

16. SURRENDER OF THE DEMISED PREMISES: The Mangers agree to surrender possession of the Demised Premises upon the termination of this lease without further demand on part of City.

17. **TERMS BINDING:** The terms of this lease are binding on the heirs, executors, administrators and assigns of both of the parties.

18. **AMENDMENTS:** Amendments and alterations to this lease may be made only upon mutual agreement of the parties.

19. **BRIBERY CLAUSE:** The Mangers certify that they have not bribed or attempted to bribe an officer or employee of the City.

20. **ADDITIONAL AGREEMENTS:**

a. The Mangers agree not to pasture, graze animals or grow products that violate the IEPA biosolids permit on any land subject to this lease.

b. The City shall manage the soil analysis required by the IEPA and IEMA for biosolids operations. The City shall supply the Mangers with a copy of the soil analysis report on a per year basis. The City will not manage or incur additional cost for soil analysis beyond the IEPA and IEMA requirements.

c. The Mangers agree to provide soil PH adjustment required by IEPA soil analysis and biosolids permit. The full cost of soil PH adjustment will be incurred by Mangers.

21. **REOPENER CLAUSE:** The City or the Mangers may initiate good faith negotiations to modify or extend this lease. Any modification or extension shall be agreed upon, in writing, by both parties.

22. **BENEFICIAL REUSE OF BIOSOLIDS:**

a. The Mangers agree to accept, that the City may deposit stabilized biosolids on the Demised Premises for the purpose of beneficial reuse of biosolids as a soil enhancement. There shall be no obligation by the City to deposit biosolids on said Demised Premises or off site locations.

b. The City shall provide delivery of biosolids to stock pile location for the deposit of biosolids. Stock pile locations on off-site farm fields will be predetermined by Mangers and agreed upon by the City. Stock piles must conform to conditions contained in the IEPA land application permit.

c. The Mangers agree to provide services to spread and incorporate the biosolids on the Demised Premises and suitable off-site locations farmed by Mangers during the term defined previously. The Mangers agree to spread and incorporate the biosolids at agronomic rates consistent with the conditions contained in the IEPA permit issued to the City. The Mangers acknowledge they understand the conditions contained in the IEPA land application permit.

d. The Mangers are an independent contractor, are not employees of the City and this lease shall not be construed as establishing a joint venture.

e. The City makes no expressed or implied warranties regarding the impact of biosolids on the Demised Premises.

f. The Lease shall be binding upon and inure to the benefit of both parties, their personal representatives, successors and assigns and shall not be assigned nor shall a representative or successor of Mangers have any rights hereunder without the consent of the City.

g. During the below-referenced period, the City shall pay the Mangers for spreading and application of biosolids on site & off site:

- i. January 1, 2020 – December 31, 2020: \$9.80 / cubic yard
- ii. January 1, 2021 – December 31, 2021: \$10.00 / cubic yard
- iii. January 1, 2022 – December 31, 2022: \$10.20 / cubic yard

THE UNDERSIGNED PARTIES mutually agree to the above lease, including all terms and conditions thereof:

CITY
CITY OF ST. CHARLES, ILLINOIS

MANGERS

By: _____
Raymond P. Rogina, Mayor

Roger Mangers

William Mangers

ATTEST:

ADDRESS:

Charles Amenta, City Clerk

DATE: _____

DATE: _____

c:cw\mangers

City of St. Charles, Illinois
Resolution No. _____

**Recommendation to approve a Resolution Authorizing the 2020
Farm Land Lease and Biosolids Application Agreement with
Managers Brothers Farms**

**Presented & Passed by the
City Council on _____, 2020**

WHEREAS, the Main Wastewater Treatment Plant generates approximately 4,000 cubic yards of biosolids annually;

WHEREAS, the City owns and leases 37.50 acres of farmland at the West Side Treatment Plant on Route 38;

WHEREAS, the current Lease and Biosolids Agreement is with Bill and Roger Mangers with whom the City has built a good working relationship;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the 2020 Farm Land Lease and Biosolids Application Agreement with Mangers Brothers Farms be approved.

PRESENTED to the City Council of the City of St. Charles, Illinois, this__day of May, 2020

PASSED by the City Council of the City of St. Charles, Illinois, this__day of May, 2020

APPROVED by the Mayor of the City of St. Charles, Illinois, this__day of May 2020

Raymond P. Rogina, Mayor

ATTEST:

City Clerk
COUNCIL VOTE:
Ayes:
Nays:
Absent:
Abstain:



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *IN

Title:

Recommendation to approve a Resolution Authorizing a Construction Engineering Agreement for the 2nd and Delnor Avenues Improvement Project with HR Green, Inc. in the amount of \$137,100

Presenter:

Ken Jay

Meeting: City Council

Date: May 18, 2020

Proposed Cost: \$137,100

Budgeted Amount: \$140,000

Not Budgeted:

Executive Summary (if not budgeted please explain):

The City has completed final engineering design on long term plans to upgrade the roadway and utility infrastructure along North 2nd Avenue and portions of Delnor Avenue. This neighborhood backs up to Pottawatomie Park, creating a very desirable location with some newer homes with large footprints. The existing roadway width and geometry is non-standard and has developed over the years to support additional new housing, yet preserve trees and retain the character of the neighborhood.

The proposed project is challenging in terms of the existing conditions, utility connectivity, access for construction operations, as well as homeowner access during construction. The project will include pavement reconstruction, full sanitary sewer and water main replacements utilizing trenchless methods, as well as storm sewer improvements.

Staff utilized a multi-step process to select the most qualified consultant for the project, first requesting Statements of Interest (SOI) from consulting firms prior to short-listing firms to submit full Statements of Qualifications (SOQ). Five firms submitted SOIs, and two shortlisted firms submitted SOQs. Staff reviewed SOQs and ranked the firms based on project team experience, firm experience on similar projects, consultant's recognition of project objectives and problems, and approach plan and schedule.

The most qualified consultant, as determined by average weighted ranking of reviewers, is HR Green, Inc. of McHenry, IL. Hourly rates provided by HR Green were consistent with similar construction engineering contracts the City has administered in the past, and project man-hours were successfully decreased by staff during contract negotiation, keeping the contract on budget.

HR Green has successfully completed construction engineering services for the City, including the Ohio Avenue Base Reclamation Project and the Rita and Nicholas Sanitary Sewer and Street Reconstruction Project, and their staff has a strong understanding of the customer service and communication requirements of the project. Staff recommends approving a construction engineering services contract for the 2nd and Delnor Avenues Improvement Project to the most qualified consultant, HR Green, Inc. of McHenry, IL, in an amount not to exceed \$137,100.

Attachments (please list):

Resolution

Recommendation/Suggested Action (briefly explain):

Recommendation to approve a Resolution Authorizing a Construction Engineering Agreement for the 2nd and Delnor Avenues Improvement Project with HR Green, Inc. in the amount of \$137,100

**City of St. Charles, Illinois
Resolution No. _____**

**A Resolution to approve Construction Engineering Agreement for the 2nd
And Delnor Avenues Improvement Project with HR Green, Inc. in the
amount of \$137,100**

**Presented & Passed by the
City Council on _____, 2020**

WHEREAS, The City has completed final engineering design on long term plans to upgrade the roadway and utility infrastructure along North 2nd Avenue and portions of Delnor Avenue.

WHEREAS Staff utilized a multi-step process to select the most qualified consultant for the project;

WHEREAS the most qualified consultant, as determined by average weighted ranking of reviewers, is HR Green, Inc. of McHenry, IL.

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Construction Engineering Agreement for the 2nd and Delnor Avenues Improvement Project be awarded HR Green, Inc. in an amount not to exceed \$137,100.

PRESENTED to the City Council of the City of St. Charles, Illinois, this__day of April, 2020

PASSED by the City Council of the City of St. Charles, Illinois, this__day of April, 2020

APPROVED by the Mayor of the City of St. Charles, Illinois, this__day of April 2020

Raymond P. Rogina, Mayor

ATTEST:

City Clerk
COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *IO

Title:

Recommendation to approve a Resolution Authorizing a Construction Contract for the 2nd And Delnor Avenues Improvement Project with A. Lamp Concrete Contractors in the amount of \$1,754,970

Presenter:

Ken Jay

Meeting: City Council

Date: May 18, 2020

Proposed Cost: \$1,754,970

Budgeted Amount: \$2,165,000

Not Budgeted:

Executive Summary (if not budgeted please explain):

The City has completed final engineering design on long term plans to upgrade the roadway and utility infrastructure along North 2nd Avenue and portions of Delnor Avenue. This neighborhood backs up to Pottawatomie Park, creating a very desirable location with some newer homes with large footprints. The existing roadway width and geometry is non-standard and has developed over the years to support additional new housing, yet preserve trees and retain the character of the neighborhood.

The proposed project is challenging in terms of the existing conditions, utility connectivity, access for construction operations, as well as homeowner access during construction. The project will include pavement reconstruction, full sanitary sewer and water main replacements utilizing trenchless methods, as well as storm sewer improvements.

The State of Illinois has deemed construction an essential service. While other linear roadway projects such as our MFT resurfacing program are already moving forward, staff desired to confer with the impacted residents on whether or not this project should move forward among uncertainties related to the COVID-19 pandemic such as social distancing, shelter-in-place extensions, etc. There are 20 properties that abut the project and will have driveway access impacted during construction. Of the 20 property owners, staff was able to speak to 19 of them. All 19 property owners spoken to desire to have the project move forward in 2020, with many eager to see the long awaited improvements come to fruition.

Bid Results:

Bids were received on April 8, 2020. The City received a total of three (3) bids for this project, with the results shown below.

A. Lamp Concrete Contractors	\$1,754,969.35
H. Linden & Sons	\$1,949,218.35
Mid American Underground	\$2,701,659.50 <i>(Bid Rejected)</i>

A. Lamp Concrete Contractors of Schaumburg, IL has completed projects of similar scope and complexity for communities such as Downers Grove, Winnetka and Arlington Heights, whom all provided positive references for A Lamp, as well as their underground subcontractor. Construction is anticipated to begin in late May/early June, with substantial completion by the end of October.

Attachments (please list):

Resolution

Recommendation/Suggested Action (briefly explain):

Recommendation to approve a Construction Contract with A. Lamp Concrete Contractors for the 2nd and Delnor Avenues Improvement Project in the amount of \$1,754,970.

**City of St. Charles, Illinois
Resolution No. _____**

**A Resolution to approve Construction Contract for the 2nd And Delnor
Avenues Improvement Project with A. Lamp Concrete Contractors in the
amount of \$1,754,970**

**Presented & Passed by the
City Council on _____, 2020**

WHEREAS, The City has completed final engineering design on long term plans to upgrade the roadway and utility infrastructure along North 2nd Avenue and portions of Delnor Avenue.

WHEREAS the City received a total of (3) bids on April 8, 2020;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Construction Contract for the 2nd and Delnor Avenues Improvement Project be awarded to A. Lamp Concrete Contractors in an amount not to exceed \$1,754,970.

PRESENTED to the City Council of the City of St. Charles, Illinois, this__day of
May, 2020

PASSED by the City Council of the City of St. Charles, Illinois, this__day of May,
2020

APPROVED by the Mayor of the City of St. Charles, Illinois, this__day of May
2020

Raymond P. Rogina, Mayor

ATTEST:

City Clerk
COUNCIL VOTE:
Ayes:
Nays:
Absent:
Abstain:



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *IP

Title:

Recommendation to Approve a Proposal for a Parking Lot Closure, Amplification Permit, and Class E4 Liquor License for the Pollyanna Summer Soiree to be held in City Parking Lot *Second Court* Rescheduled for October 17, 2020 from 3:00 pm to 11:00 pm

Presenter:

Police Chief Keegan

Meeting: City Council

Date: May 18, 2020

Proposed Cost: \$1,744.00 (PD)
\$529.28 (PW)
\$2,273.28 (TOTAL)

Budgeted Amount: \$

Not Budgeted:

Executive Summary (if not budgeted please explain):

The original presentations for this event request took place at the April 6, 2020 Liquor Commission and Government Operations meetings; and the April 27, 2020 City Council meeting for final approval. Due to the COVID-19 situation, the event organizers are requesting this event be rescheduled for Saturday, October 17, 2020.

Pollyanna Brewing Company is requesting to host the Pollyanna Summer Soiree in in City Parking Lot *Second Court* on Saturday, ~~July 18~~ October 17, 2020, from 3:00 pm to 11:00 pm and obtain an E-4 License.

An amplification license for a band to perform is also being requested for this event, as well as the closure of City Parking Lot *Second Court*, located to the south and east of Pollyanna Brewing Company, to be closed for the set-up, duration of, and take down of this event: 5 a.m. Friday, ~~July 17~~ October 16 – Sunday, ~~July 19~~ October 18 at 2 p.m.

A \$10 entry fee to this event will include entry as well as a 14 or 16 ounce commemorative glass. Upon entry, identification will be required for all over 21 intending to consume alcoholic beverages and a wristband will be given to all those who qualify. This is a family event where families can enjoy three different music acts throughout the duration of the event.

Six of Pollyanna’s beers will be showcased at this event, as well as three to four local food vendors / restaurants.

All fees for any signage, barricades, City electric, or City personnel will be absorbed by the Event sponsor. The sponsor has been instructed to be in contact with all the affected businesses in the immediate area as well as area residents.

This is the first year for this event. Due to the expected number of participants, approximately 500 - 800, two police officers will be required to work this event.

PLEASE NOTE: this special event is being recommended for approval with the caveat that all approvals are contingent upon any governmental sanctions regarding public gatherings, social distancing, etc., pertaining to COVID-19.

Attachments (please list): None

Recommendation/Suggested Action (briefly explain):

Recommendation to approve a proposal for a parking closure, amplification, and a Class E4 Liquor License for the Pollyanna Summer Soiree to be held in City Parking Lot *Second Court*, St. Charles rescheduled for October 17, 2020 from 3:00 pm to 11:00 pm. This special event is being recommended for approval with the caveat that all approvals are contingent upon any governmental sanctions regarding public gatherings, social distancing, etc., pertaining to COVID-19.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *IQ

Title:

Recommendation to Approve a Proposal for a Road Closure, Amplification Permit, and Class E1 Liquor License for the St. Charles Craft Beer Festival to be held at Lincoln Park, St. Charles, Rescheduled for Saturday, September 26, 2020 from 12:00 to 5:00 pm

Presenter:

Police Chief Keegan

Meeting: City Council

Date: May 18, 2020

Proposed Cost: \$1,099.60 (PD)
\$374.28 (PW)
\$1,473.88 (TOTAL)

Budgeted Amount: \$

Not Budgeted:

Executive Summary (if not budgeted please explain):

The original presentations for this event request took place at the April 6, 2020 Liquor Commission and Government Operations meetings; and the April 27, 2020 City Council meeting for final approval. Due to the COVID-19 situation, the event organizers are requesting this event be rescheduled for Saturday, September 26, 2020.

St. Charles breweries, Riverlands Brewing Co. and D&G Brewing, are requesting to host a St. Charles Craft Beer Festival in Lincoln Park on Saturday, ~~May 30~~ September 26, 2020, from 12:00 to 5:00 pm and obtain an E-1 License (not-for-profit). Proceeds from this event will benefit Project Mobility.

An amplification license for a band to perform is also being requested for this event, as well as the closure of 5th Street, from Main St. (Rt. 64) to Cedar Street, to be closed for the set-up and duration of this event: 9 a.m. – 5 p.m.

In addition to the aforementioned liquor license, amplification, and road closure requests, the event sponsor has been in contact with the Park District and secured the date in question for the event. All fees for any street closures, the use of barricades, City electric or City personnel will be absorbed by the Event sponsor. The sponsor has been instructed to be in contact with all the affected businesses in the immediate area as well as area residents.

This is the first year for this event; however, the model is expected to follow that of the previous Craft Brew Fest hosted by St. Charles Rotary in past years. Due to the expected number of participants, approximately 1,500, two police officers will be required to work this event.

A lanyard credentialing the service of alcohol using a regulator (32 1-oz portions are allowed per guest) will be employed distributed to each participant. A small souvenir type cup will be disseminated to each attendee, along with the lanyard. This is an over age-21 only event, expected to draw an adult crowd. The event officially begins at 1 p.m., however, VIP participants will be allowed to gain access to the event at noon.

Several local food vendors will be set-up in the park for participants to purchase food from throughout the event.

PLEASE NOTE: this special event is being recommended for approval with the caveat that all approvals are contingent upon any governmental sanctions regarding public gatherings, social distancing, etc., pertaining to COVID-19.

Attachments (please list):

None

Recommendation/Suggested Action (briefly explain):

Recommendation to approve a proposal for a road closure, amplification, and a Class E1 Liquor License for the St. Charles Craft Beer Festival to be held at Lincoln Park, St. Charles rescheduled for September 26, 2020 from 12:00 pm to 5:00 pm. This special event is being recommended for approval with the caveat that all approvals are contingent upon any governmental sanctions regarding public gatherings, social distancing, etc., pertaining to COVID-19.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *IR

Title:	Recommendation to Approve Street Closure for the Annual Baker Memorial Farmers Market from June, 2020 through October, 2020
Presenter:	Chief Keegan

Meeting: City Council Date: May 18, 2020

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

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

The Farmers Market organizers at the Baker Memorial Church are requesting the closure of North 4th Avenue between Main St. and Cedar Ave. on Fridays from June until the end of October from approximately 5 a.m. until 2:30 p.m. The farmers market has taken place at this location for several years with no problems.

Barricades will be set in place for the duration of each event and then removed by the event organizer.

PLEASE NOTE: this special event is being recommended for approval with the caveat that all approvals are contingent upon any governmental sanctions regarding public gatherings, social distancing, etc., pertaining to COVID-19.

Attachments *(please list):*
None

Recommendation/Suggested Action *(briefly explain):*

Recommendation to Approve Street Closure for the Annual Baker Memorial Farmers Market from June, 2020 through October, 2020. This special event is being recommended for approval with the caveat that all approvals are contingent upon any governmental sanctions regarding public gatherings, social distancing, etc., pertaining to COVID-19.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: IS

Title:

Resolution Authorizing the Execution of an Agreement between the City of St. Charles and Local Union No. 330 International Brotherhood of Teamsters

Presenter:

Jennifer McMahan, Director of Human Resources

Meeting: City Council

Date: May 18, 2020

Proposed Cost: \$803,150.78

Budgeted Amount: \$200,787.69/year

Not Budgeted:

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

Attached for City Council consideration, is a resolution authorizing execution of a collective bargaining agreement that was overwhelmingly ratified by Local Union No. 330 International Brotherhood of Teamsters on May 12, 2020, following collective bargaining. A verbal status update summarizing this tentative agreement was presented to the City Council in executive session on April 27, 2020 and a written status was provided to Council on May 8, 2020. The agreement will be effective from May 1, 2020, through April 30, 2024. The wage schedule specifies a 2.0% increase for the first two years and a 2.5% increase for each subsequent fiscal years of the contract. Wage increases will be retroactive to May 1, 2020. A breakdown of costs is as follows:

Total additional wage cost with step: \$664,804	Average additional wages: \$166,201 (3.83%)
Total additional wage cost without step: \$403,350	Average additional wages: \$100,837 (2.33%)
Total additional rolled-up cost with step: \$803,150	Average additional wages: \$200,787 (4.63%)
Total additional rolled-up cost without step: \$487,287	Average additional wages: \$121,821 (2.81%)

The compensation package generally meets the Council’s philosophy of pay at the 75th percentile of the City’s newly-established comparable communities.

Attachments *(please list):*

- A Resolution Authorizing the Execution of an Agreement between the City of St. Charles and Local Union No. 330 International Brotherhood of Teamsters
- Agreement Between the City of St. Charles and Local Union No. 330 International Brotherhood of Teamsters

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve a resolution authorizing the execution of an agreement between the City of St. Charles and Local Union No. 330 International Brotherhood of Teamsters

**City of St. Charles, Illinois
Resolution No. 2020 - ____**

**A Resolution Authorizing the Execution of
an Agreement between the City of St. Charles and
Local Union No. 330 International Brotherhood of Teamsters**

**Presented & Passed by the
City Council on May 18, 2020**

WHEREAS, Local Union No. 330 International Brotherhood of Teamsters completed bargaining and ratified the proposed agreement with the City that resulted from such bargaining; and

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

NOW THEREFORE, be it resolved by the authorities of the City of St. Charles that Mark Koenen, City Administrator, is hereby authorized to execute a contract between the City of St. Charles and Local Union No. 330 International Brotherhood of Teamsters, effective May 1, 2020, through April 30, 2024.

PRESENTED to the City Council of the City of St. Charles, Illinois, this ____ day of May, 2020.

PRESENTED by the City Council of the City of St. Charles, Illinois, this ____ day of May, 2020.

APPROVED by the Mayor of the City of St. Charles, Illinois, this ____ day of May, 2020.

Raymond P. Rogina, Mayor

ATTEST:

Charles Amenta, City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



ST. CHARLES
SINCE 1834

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

and

**Local Union No. 330
International Brotherhood of Teamsters**



May 1, 20~~18~~²⁰ – April 30, 202~~40~~⁴

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This Agreement is made and entered into by and between the City of St. Charles, Illinois, hereinafter referred to as the “City” and the General Chauffeurs, Salesdrivers and Helpers, Local Union 330, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the “Union.”

Preamble

This Contract has been drawn up and entered into by and between the interested parties in a mutual effort to promote sound labor and management relations, and to promote work efficiency, continuity and economy of operations, avoidance of waste, and cost-effective performance of the City’s work. Both parties in accepting this Contract recognize the mutual responsibilities of such an Agreement and will expend all efforts necessary to maintain efficient and equitable working relationships.

Article I – Recognition

Section 1.1. Represented Employees.

Pursuant to an order issued by the Illinois Public Employee Labor Relations Board, the Union is the sole and exclusive authorized collective bargaining representative of employees in the following classifications:

Public Services

Assistant Division Manager – Construction Services
Assistant Division Manager – Special Services
Crew Leader
Laborer/Operator
Laborer
Laborer/Sign Technician
Maintenance Technician

Lab Technician I
Lab Technician II

Electric/Water Meter & Communications

Electric Meter & Communications Technician
Assistant Division Manager – Meter & Communications
Water Meter Tester

Sanitary Sewer

Assistant Division Manager – Sanitary Sewer
Crew Leader
Laborer/Operator (non-certified)
Laborer

Building & Code Enforcement

Building Inspector
Code Enforcement Officer
Plumbing Inspector

Wastewater Treatment Plant (WWT)

Assistant Division Manager – Wastewater
Certified Operator
Laborer

Fleet

Assistant Division Manager
Fleet Technician 1
Fleet Technician 2
Lead Fleet Technician
Welder (non-certified)

Water

Assistant Division Manager – Water
Certified Operator
Laborer/Operator (non-certified)
Lead Certified Operator

Inventory Control

Procurement Technician

Lab

Section 1.2. New Classifications – Representation.

The Union’s representation shall extend to any new classifications resulting from the City’s combining, eliminating or modifying of duties now performed by the employees in the foregoing classifications but shall not extend to any employees or classifications not included in the Board’s order or to any clerical employees, administrative employees, supervisors, managers, or guards as defined by the Illinois Public Employee Labor Relations Act.

Section 1.3. New Classifications – Rates.

In the event the City establishes any new titles by combining, eliminating or modifying duties currently performed by employees in the bargaining unit, the Union shall be notified of such new titles and assigned duties. The City shall determine an appropriate rate of pay based on those rates in effect for similar titles until a new rate (if necessary) is negotiated. If the Union does not agree that the rate of pay established by the City is appropriate, it may within 15 calendar days of notification, request a meeting for the purpose of negotiating the new rate.

Section 1.4. Individual Agreements Prohibited.

The City shall not negotiate or enter into any agreements, written or verbal, with any individual employee in the bargaining unit.

Article II – Rights of the Parties

Section 2.1. Union Rights.

(a) Steward Representation

- (1) The Union shall appoint, and the City shall recognize, two Stewards. The number of Stewards may be increased by mutual agreement. The City shall not be obligated to recognize or deal with an individual as Steward if that individual has not been identified in writing by the Union as being a Steward, or during any period when that individual is not actively employed.
- (2) Local and International Union. Representatives of the Union who are not employed by the City shall be permitted to come onto the premises of the City, provided that the work of the employees is not unduly interrupted and the Union representative notifies the department director or his designee of the time and place of his expected visit. Union representatives may be on the premises for purposes of investigating and discussing grievances, posting notices, delivering dues receipts, and other legitimate business.
- (3) Bulletin Board Use. The Union may post notices of meetings, fund raising efforts, or other non-controversial notices on the bulletin boards used for employee notices.
- (4) Time for Representation. A properly designated Steward shall not suffer a loss of regular straight time pay while attending scheduled grievance or disciplinary meetings where an employee wants Union representation, as Steward, with City officials during that Steward’s regular work hours. Time spent interviewing represented employees, investigating grievances and performing Union business shall not be paid for by the City unless expressly authorized by a City official. The

Union recognizes the need to minimize lost time and to avoid interference with the City's work.

(b) Union Security

- (1) Check off. When a new employee is hired, the City of St. Charles shall notify the Union within five (5) working days of such employment, providing all relevant information ~~including name, address, position, and pay rate~~ in compliance with the Illinois Public Labor Relations Act, as amended, for the duration of the collective bargaining agreement. When a new employee is hired, the City of St. Charles shall contact the Union and/or Union Steward so that the Union may provide a Union Membership application/check off authorization form to such employee with instructions to fill out the application form and return it. Where laws require written authorization by the employee, same is to be furnished on the required form. No deductions shall be made which are prohibited by applicable law. Upon receipt of a voluntarily signed written dues check off authorization from an employee covered by this Agreement, the City shall, during the term of this Agreement, deduct the uniform bi-weekly Union dues of such employees from their pay and remit such deductions to the Secretary-Treasurer of the Union. Such authorized deductions may only be revoked in accordance with the terms under which an employee voluntarily authorized said deductions.

The Union shall indemnify the City and hold it harmless for all legal costs or other forms of liability, monetary or otherwise, arising out of or by reason of any action taken by the City at the direction of the Union for the purpose of complying with the provisions of this Article.

Section 2.2. Management Rights.

- A. General Rights Reserved. This Agreement does not abridge the City's right to manage. The "right to manage" includes rights: to establish the number of employees to be employed and the skills and/or other qualifications employees must possess in order to become and to remain employees of the City; to hire, evaluate the performance of, assign work to and to maintain discipline among employees (including rights to promulgate and enforce reasonable work rules and rules of conduct appropriate to City employment, and to warn, suspend, demote, or discharge for just cause any employee who breaches same), to transfer employees (promote, demote or laterally transfer), to contract out for provision of goods or services by other entities instead of providing such goods or services by or through the work of City employees; to assign available work to any employees of the City or to others as it (the City) deems necessary and proper to accomplish the City's objectives and without regard to Union or unit affiliation; to establish the hours of work and rest and to determine the number of hours to be worked by any and all employees; and to determine when and how work shall be performed.

The foregoing are not all-inclusive but represent in general terms the broad areas within which the City retains exclusive authority. These rights are subject to limitation by the express terms of this Agreement, but may not be ignored by the Union or by an arbitrator.

Any employee, who currently holds a CDL B class driver's license as the date of execution

of this Agreement, shall not be made to acquire a CDL A class driver's license as a condition of continued employment.

- B. Notice of Contracting Out. In the event an election to contract out for services results in the layoff of any employees now employed by the City and covered by this Agreement, the City shall so notify the Union and the affected employees not less than 24 weeks prior to the effective date of layoff or provide severance pay to the employee in the amount of 40 hours regular straight time pay per week for each week the notice period falls short of 24 weeks. The City shall enter into negotiations with the Union regarding the effect of the action on employees if so requested by the Union. In the event the parties do not reach agreement within ten weeks after the notice is provided, the provisions of Article IX shall be deemed inapplicable to otherwise lawful economic action undertaken by either party in support of its position; provided that, the notice and mediation provisions of the Illinois Public Employee Labor Relations Act shall be complied with prior to any such action, and provided further that, the City does not hereby waive its right to invoke protections provided under the Act regarding "essential public services."
- C. Supervision. Supervisors and division managers are expected primarily to instruct employees, direct the work of employees, enforce discipline, and perform other functions of management. However, it shall not be a violation of this Agreement for supervisors and division managers to assist in the performance of non-supervisory work to the extent their supervisory duties permit, the fill in for absent employees, to perform work resulting from emergencies or connected with instruction or experimentation, or otherwise to remain productive members of the City's workforce so long as no employee is laid off as a result. Supervisors shall not be assigned to work overtime or on call-ins in preference to employees available and qualified to perform the work.

Article III – Seniority

Section 3.1. Definition.

- A. City seniority is the length of *continuous* employment since the *last* date of hire by the City.
- B. Unit seniority is the length of employment since the date of hire in a bargaining unit position.
- C. Division seniority is the length of employment since the most recent date of hire in a division within the bargaining unit.
- D. A present employee covered by this agreement filling a non-temporary vacancy in a bargaining unit position shall retain City seniority and Unit seniority.
- E. Any employee who transfers from his Teamsters Local 330 bargaining unit position to a position in another collective bargaining unit or non-union position within the City, shall have his Division seniority terminate; however, such employee will maintain his Unit seniority for a period of twelve months from the time of transfer upon return. The employee will not receive seniority accrual hereunder for any time periods not worked in a Teamsters Local 330 bargaining unit position.
- F. A present employee returning within twelve (12) months of vacating a bargaining unit position from another bargaining unit position within Teamsters Local 330 shall have their division seniority resumed at the point they left their previous position. This is contingent

upon a vacancy being present and management's determination to fill the vacancy.

Section 3.2. Acquisition/Probationary Period.

The City and Union agree that if an employee has completed his six-month probationary period but has not performed the necessary competencies required for the job, the employee's probationary period may be extended for a period no longer than three months. In the event that the City wishes to extend the probationary period, the City, employee, and Union shall meet to discuss the reasons for the extension and determine if the extension is warranted. This employee may use accrued benefit time, to include holiday pay, after the initial six months. Probationary employees may be terminated at any time, for any reason, without recourse to the Grievance Procedure.

Section 3.3. Loss.

Seniority is lost and the employment relation is broken whenever an employee:

- A. Quits, resigns, retires is terminated or deceases; or
- B. Is absent without leave (AWOL) continuously absent and not present at any time, for a period of three consecutive workdays (meaning calendar days on which he was or would be scheduled to perform work for the City); or
- C. Is discharged for cause (probationary employees do not possess seniority and therefore cease to accrue any latent seniority at time of termination); or
- D. Overstays a leave of absence or vacation without prior authorization, or fails to satisfy notice and reporting conditions attached to any granted leave of absence or disciplinary action; or
- E. Performs no work for the City for any period of twelve consecutive months; or
- F. Is laid off for a period of over twelve consecutive months.

Section 3.4. Application.

City seniority shall be used in calculating benefit eligibility where service is a factor, and as a tie breaker in awarding time off for vacations or other conditional time off among employees filing timely requests for same.

Unit seniority shall be used as a tie breaker among employees who possess relatively equal qualifications in cases of timely filed applications for promotion to non-temporary, higher-classified work within the unit, in line with Section 3.5 Unit seniority shall be used to determine order of layoff and recall among qualified employees in line with Section 3.6.

Section 3.5. Filling Vacancies.

- A. Procedures. When and if the City wishes to fill a non-temporary vacancy in a bargaining unit position listed or referred to in Article 1, other than "Crew Leader and Assistant Division Manager," supervision shall post a "notice of vacancy" on City bulletin boards and shall leave said notice posted for at least three workdays. The notice shall identify the position by title and department, shall state the anticipated date by which the position is expected to be filled, and shall describe any special considerations bearing on qualifications. If the position is a trainee position, the notice shall so state. An employee (a "bidder") who wants to fill said vacancy must submit a written bid (on a form supplied by the City) to the person designated to receive bids by the end of the fifth workday following

the posting date.

- B. Selection. Applicants (including bidders) deemed qualified to fill the vacancy shall be ranked by the City in order of relative ability as determined by the City. For this purpose, “ability” shall be measured by factors such as job-relevant skills, experience, completion of required formal or practical training, demonstrated work performance and work habits, and physical qualifications. As between applicants (including bidders) whose abilities are relatively equal, the ranking shall be in line with relative Unit seniority. The position then may be offered in order of the ranking. An employee who bids, but refuses the position (if offered) without good reason may be precluded from future bidding for up to one year.
- C. Exclusions. The following are excluded from this procedure: transfers to fill temporary vacancies; assignments to specific jobs within classifications; assignments to salt routes, snow plow routes, sweeper work and priorities for emergency call-ins; and assignments to Crew Leader and Assistant Division Manager Positions.
- D. Rights Retained. The City retains the exclusive right to decide whether to fill a vacancy, when to fill a vacancy and what abilities shall be deemed necessary to make an applicant qualified for the vacancy. The City may withdraw a posting at any time up to the time the successful applicant is assigned to the vacancy on a non-temporary basis. If there are no qualified bidders the vacancy may be filled through any source. A vacancy may be filled temporarily during the selection process.
- E. Assignments to alternate start times for winter snow and ice control shall be made by division seniority. The posting shall specify the number of persons needed. If the minimum number of positions is not met, the remaining assignments will be made by reverse seniority. The City may assign additional employees to either start time for training purposes.

Section 3.6. Layoff, Recalls.

An employee who is laid off may displace a less seniority (Unit seniority) employee from a lower or equal grade or classification provided that:

- A. Employee who is displacing the employee at the lower or equal grade or classification is more senior than the employee being displaced.
- B. Employee who displaces another employee in the following classifications must possess the appropriate license or certification necessary for the position the employee intends to displace at the time of the layoff. These classifications include: Lead Water Operator (Certified), Water Operator (Certified), Wastewater Operator (Certified), Assistant Division Manager Water, Assistant Division Manager WWT, Electric Meter and Communications Technician, Electric Meter and Communications Assistant Division Manager, Building Inspector, Plumbing Inspector, Code Enforcement Officer, Fleet Technician 2.
- C. The employee who displaces an employee in a lower or equal grade or classification must have the ability to perform the functions of the position the employee is displacing with additional training. There shall be a six-month probationary period for the employee that displaces another employee. The employee must perform the functions of the position satisfactorily within such probationary period. If the City deems that the employee is unable to perform the functions of the position satisfactorily at the conclusion of the probationary period, the employee shall be laid off from employment subject to the

grievance procedure. Positions where employees shall not be displaced as the training cannot be achieved in the six-month duration include Fleet Technician 2, Lead Water Operator (Certified), Laboratory Technician 2, Public Services Crew Leader, Sanitary Sewer Crew Leader, and Assistant Division Managers.

Employees subject to layoff must notify the Department Director and/or designee in writing of their interest in displacing another bargaining unit employee in an equal or lower grade within three working days. Employees must pass the functional capacity examination (FCE) within five working days of notification of interest in the position or be laid off.

Recalls shall be by unit seniority and shall expire after twelve months of layoff. Recalls are subject to all provisions within this section 3.6.

Section 3.7. Seniority Lists.

An updated roster shall be posted each six months with a copy distributed to the Union. Employees who possess common seniority dates shall be ranked for competitive seniority status purposes in line with the last four digits of their social security numbers (highest number equals highest seniority). Errors, if any, shall be made known to the City prior to any assertion of seniority rights in connection with promotions, layoffs, recalls, or time off preferences.

Article IV – Hours of Work: Straight Time / Overtime

Section 4.1. No Guarantee.

This section is intended to describe conditions to be regarded as overtime and shall not be construed to guarantee any minimum or maximum number of hours of work per day, week, month or year.

Section 4.2. Straight Time/Overtime.

- A. Work performed in excess of eight hours within a workday (24-hour period beginning at 12:01 a.m. each calendar day), in excess of 40 hours within a workweek (12:01 a.m. Monday to 12:00 midnight the following Sunday) and on the sixth consecutive day of work in a workweek, are paid at time and one-half.
- B. Work performed in excess of twelve consecutive hours, on a holiday, or on the seventh consecutive day of work in an employee's workweek is paid at double time. Once an employee has worked twelve consecutive hours and is receiving double time, the employee shall continue being paid at the double time rate into the new work day until released by his supervisor.

All work performed when an employee is "called-in" to work, even when the Division Manager or his designee determines the employee is no longer needed, shall be paid at time and one-half and receive a minimum of two hours of work or pay shall be guaranteed. An employee who is "called-in" on a Sunday or a holiday shall receive double time pay for a minimum of two hours of work or pay shall be guaranteed. A call-in circumstance shall exist only if at least two hours before the employee's normal start time and at least one hour or more after an employee has left work for the day.

- C. All other work is paid at straight time.
- D. Any hour paid for at overtime rate (time and one-half or double-time) or call-in pay shall not again be paid for at or counted in computing overtime pay, there shall be no pyramiding or duplication of overtime payments.

Section 4.3. Overtime Distribution.

Existing practices regarding assignment of salt and snowplow routes shall not be changed as a result of this Agreement, regardless of the overtime opportunities associated herewith. A record of overtime hours assigned or offered for any reason (“charged hours”) shall be posted biweekly for employees within each division. Assignment of non-emergency overtime shall be rotated so that the number of recorded hours charged to any employee in a particular division does not exceed the number of hours charged to any other employee in the division, subject to the following:

- A. When certain specialized employees are needed and/or required to perform special work above and beyond their regularly scheduled shift, the City shall be allowed to utilize such employees without regard to their overtime status. These specializations or “excluded tasks” could include facilities tasks, for example building mechanical system repairs, elevator maintenance response, and alarm system response. Additionally, dangerous tree response, welding, fire apparatus repairs, Crew Leader and Assistant Division Manager duties, and other similar tasks as required would also be excluded tasks. The City will track these assigned hours as “excluded tasks” for purposes of equalizing overtime and shall be included in the “combined” total used to assign non-emergency overtime.
- B. When specialized tasks and/or crews are needed and/or required to perform special work above and beyond their regularly scheduled shift i.e. concrete, asphalt, etc., the City shall be allowed to utilize those specialized employees in the crew without regard to their overtime status. Those employees with the least number of charged overtime hours would be asked first. The City will track these assigned hours as “excluded tasks” for purposes of equalizing overtime and shall be included in the “combined” total used to assign non-emergency overtime.
- C. Hours worked in respect to emergencies requiring a response as quickly as possible (i.e. tree(s) down on streets or highways or across power lines; obstruction preventing safe flow of vehicular traffic, snow and ice control, restoration of services, etc.) are excluded. When specialized skills are needed and/or required to perform snow and ice control, the City shall be allowed to utilize such employees without regard to overtime status. However, those skilled employees with the least number of overtime hours will be asked first within their assigned winter hours work group. The City will track these assigned hours as “excluded tasks” for purposes of equalizing overtime and shall be included in the “combined” total used to assign non-emergency overtime.
- D. Employees on leave of absence, extended illness, worker’s compensation, military leave or vacation, or who are otherwise not at work for any reason shall be charged with the number of hours they would have been assigned and/or offered, but for the absence.

- E. New employees upon initial entry into the group shall be charged hours equal to the highest number of worked or charged hours accrued by any employee in the division for the overtime period (winter or summer) in effect when the new employee is hired. Transferees upon initial entry into the division shall be charged hours equal to the average number of hours worked or charged to the division, if the transferee is qualified to perform the work. Overtime work offered but not worked shall be counted in all distribution assessments.
- F. On-going work assignments need not be interrupted to maintain the balance of work or charged hours.
- G. The City shall not be obligated to hold over any employee in order to equalize overtime or for any reason.
- H. Employees may be required to work a reasonable number of overtime hours. Except in emergency cases, it shall not be deemed a violation of this provision for any employee to refuse daily overtime work with less than three hours advance notice or to refuse sixth or seventh consecutive day work with less than 24 hours advance notice or to refuse work amounting to more than 60 hours in a single workweek.
- I. Employees who wish not to work overtime may be excused from such work in particular cases if there are sufficient numbers of employees otherwise available within the division to perform the work required. In any such case, the employee with the least number of charged overtime hours in the division shall be required to work the overtime.
- J. The City shall not be obligated to work any employee overtime if employees are available to perform the work at straight time.
- K. There shall be no concerted refusals to work overtime.

Discrepancies in distribution shall be rectified solely by future assignment preferences. This process begins with the start of winter hours at which time all employees are brought to zero hours. At the conclusion of winter hours, all employees will again be brought to zero hours.

Nothing herein shall be construed to require that overtime work be made available or that work be performed on overtime rather than straight time. This section is not intended to modify the City's right to require that employees work overtime.

Section 4.4. Normal Workweek.

The normal sequence of work for full-time employees shall be either five consecutive eight-hour workdays, or four consecutive ten-hour workdays in a workweek. If the latter workweek is adopted, hours in excess of eight but less than ten shall be paid at straight time.

Hours of work within a workday shall be established by the City within the following parameters:

- a. There shall be no split shifts except by special agreement;
- b. The first shift normally shall commence for all workers sometime between the hours of 6:00 a.m. and 9:00 a.m. as posted in each ~~department~~division;

- c. Work shifts in all non-continuous operations shall include a 30-minute unpaid lunch break or a 20-minute paid lunch at the discretion of the Division Manager and/or his designee and one 15-minute paid “coffee” break. The Division Manager and/or his designee will have the discretion to allow the employee to leave 30 minutes early if the employee has had a 20-minute paid lunch. Break periods shall be allowed during extended (overtime) shift hours as circumstances warrant, in line with past practices.
- d. As stated in Section 4.1 there are no guarantees.

Section 4.5. Clean-Up Period

There shall not be a routine clean-up period; employees normally are expected to “clean-up” on their own time; provided that, supervisors will normally allow reasonable time to facilitate on-the-clock clean-up in case of abnormally dirty jobs, and no such orders shall create any precedent.

Section 4.6. Time Clock.

All employees shall be expected to comply with the regulations implemented by the employer with regards to such time clock.

Section 4.7. Changes to Schedules.

A. Permanent. It is recognized that the City traditionally has employed employees in the classifications listed in Article I on a Monday-Friday day shift basis with only occasional full-time evening work scheduled, but this Agreement shall not be construed necessarily to limit the City to that type of schedule. In the event the City shall elect to work employees in any of the listed classifications on a regular basis other than Monday-Friday day shift (Tuesday-Saturday and/or evening shifts), the following shall apply:

- 1) The Union shall be given notice of intent to adopt a non-traditional schedule at least four weeks prior to the effective date;
- 2) The City shall bargain with the Union, on request, regarding the “impact” matters of order of assignment, sequence of days or hours, and Steward representation; and;
- 3) The City shall not arbitrarily switch employees from one schedule to another or with less than one week’s prior notice to the affected employees.

Provided the required notice has been given, the City may implement its schedule while bargaining, if any, is in progress, if and to the extent that the nontraditional schedule is being adopted to meet legal obligations imposed on the City by state or federal law (environmental laws, regulations, order, for example). If and to the extent that a non-traditional schedule is being adopted solely at the option of the City, and no agreement is reached on the matter, then the provisions of Article XIV shall be inapplicable to any otherwise lawful economic action taken, on or after date of implementation of the schedule, in support of a party’s position, provided that necessary notices and mediation requirements have been fulfilled; this shall not be deemed a waiver by the City of the “essential services” limitation on strike action.

B. Temporary. It is understood and agreed that the City retains the right to start shifts early to accommodate particular needs or circumstances (street sweeping, hot weather, barricade

set-up, etc.) provided that the new start time is announced prior to the end of the preceding release from work, and that the new start time does not exceed the regular start time by more than two hours.

Article V – Wages and Wage Rates

Section 5.1 Rates, Progressions, and Increases.

FY ~~202018/202119~~ The minimum/maximum wage ranges are established according to Appendix A. Employees shall receive a 2.00% wage increase on May 1, 2020. The maximum salary for each range shall be adjusted accordingly. Minimum of the ranges are 75% of the maximum salary for each range.

Employees in progression shall receive up to an additional step increase of 4.91%, or the maximum of the range, whichever is less, on the employee's anniversary date.

FY ~~202119/202220~~ All employees shall receive a 2.00% wage increase on ~~5/1/2019~~May 1, 2021. The maximum salary for each range shall be adjusted accordingly. Minimum of the ranges are 75% of the maximum salary for each range.

Employees in progression shall receive up to an additional step increase of 4.91% or maximum of the range, whichever is less, on the employee's anniversary date.

FY 2022/2023 All employees shall receive a 2.50% wage increase on May 1, 2022. The maximum salary for each range shall be adjusted accordingly. Minimum of the ranges are 75% of the maximum salary for each range.

Employees in progression shall receive up to an additional step increase of 4.91% or maximum of the range, whichever is less, on the employee's anniversary date.

FY 2023/2024 All employees shall receive a 2.50% wage increase on May 1, 2023. The maximum salary for each range shall be adjusted accordingly. Minimum of the ranges are 75% of the maximum salary for each range.

Employees in progression shall receive up to an additional step increase of 4.91% or maximum of the range, whichever is less, on the employee's anniversary date.

~~Signing Bonus: For each fiscal year of this bargaining agreement only (FY 2018/2019 and FY 2019/2020), Bargaining Unit members will receive a one-time, non-precedential signing bonus of~~

~~1.50% times their base wage times 2,080 hours. This bonus will be paid for each year of the contract on the second payroll of the fiscal year.~~

The City agrees to apply the wage schedule as referenced in Section 5.1 and Appendix A to the employees covered by this Agreement as provided herein on a retroactive basis, with such wage adjustments made retroactive to May 1, 2020, on all hours compensated by the City. This retroactive pay increase shall apply only to employees employed by the City on the date this Agreement is executed by both parties, and no other provision of this Agreement shall be applied retroactively. This payment shall be made within 45 days of the signing, by both parties, of this Agreement.

Section 5.2 Transfers/Upgrades.

Employees, as directed by supervision, who are transferred temporarily to work in a higher grade, shall be paid for all hours worked. Division seniority shall be used as a tie breaker among employees who possess relatively equal qualifications. Employees will not be paid at the higher rate if the upgrade is for reasonable training or qualification purposes.

Employees working in a higher grade shall receive a five percent increase to their current hourly rate or the minimum hourly rate for the higher grade, whichever is more, as upgrade pay, not to exceed the maximum salary for the upgraded range. Employees working in a job classification that is in a lower grade shall be paid at their regular hourly rate.

Section 5.3 Stand-By: WWT Plant Operator Assistant/Operators/Assistant WWT Foreman.

WWT Plant Operator/Assistant Division Managers shall receive Monday – Friday one hour and a half (1½) per day at straight time; for Saturday and Sunday, three (3) hours per day at straight time; and for City-recognized holidays, five and a half (5½) hours per day at straight time. While on stand-by the employee is expected to report to work within the 60-minute time period. Failure to report to work within such time period may result in progressive discipline. However, if an employee is unable to report to work on time during an emergency call due to a circumstance beyond his control, such as a bonafide vehicle breakdown, accident, etc., discipline shall not be applied. Employee may be required to provide proof/documentation in order to avoid discipline under that scenario.

Section 5.4 New Employees.

The City may, at its own discretion, hire a new employee and place that employee at any rate that the City feels is adequate and commensurate with the classification for which the employee was hired.

Article VI – Paid Time Off

Section 6.1 Holidays.

A. Holiday Observed. The holidays to be observed shall be as follows:

New Year's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
Independence Day	Christmas Eve Day (full day)
Labor Day	Christmas Day

Employees hired prior to May 1, 1998, shall receive 18 hours of personal leave annually. Employees hired after May 1, 1998, do not receive the extra personal leave.

- B. Eligibility for Holiday Pay. An employee shall be eligible for holiday pay (8.0 hours at straight time) if he ~~is non-probationary and~~ works the last scheduled shift before the holiday and the first scheduled shift after the holiday. An employee who fails to work on either of the qualifying days with respect to a holiday shall nevertheless receive holiday pay for that holiday if:
- 1) He has received permission from his Supervisor to be absent on the qualifying day; and
 - 2) He performed work for at least one full shift during the pay period immediately preceding the holiday. This means that employees on long-term leave of absence, illness or medical leave, or on disciplinary suspension, are not eligible for holiday pay.
- C. Compensatory Time – Banked Holiday. An employee who is required to work on a paid holiday may waive the holiday pay and receive instead a compensatory banked personal holiday to be taken at a future date. Employees shall only be eligible to bank holiday hours actually worked. Banked holidays shall be taken within the City’s fiscal year in which they are earned, shall be scheduled at least three regular workdays in advance, and may be taken only with the consent of supervision. Banked holidays not observed prior to the end of the fiscal year in which earned shall be paid for by the City at the end of the fiscal year at the rate of pay in effect when the holiday was earned. Clarification notes: banked holiday time is earned at straight-time; in a case where one or more but not all timely requests for a particular banked holiday day off can be allowed in a work unit, City seniority shall be the tie-breaker.

Section 6.2. Vacations.

- A. Eligibility Requirements. To be eligible for vacation an employee must have six months or more of active continuous full-time employment, on the anniversary of employment date, and active employment status on the date(s) vacation is taken.
- B. Accrual Dates. An employee accrues vacation, pro-rated to the schedule shown in paragraph(c), biweekly while in active service, but may not take vacation until completion of his anniversary date. No vacation is accrued in any month in which the employee performs no work.
- C. Amount of Vacation. **Employees hired prior to 5/1/98.**

Length of Continuous Service on Anniversary	Days of Paid Vacation
1, but less than 5 years	10
5, but less than 10 years	15
10 years	16
11 years	17
12 years	18

13 years	19
14 years	20
15 years	21
16 years	22
17 years	23
18 years	24
19 years	25

Amount of Vacation. **Employees hired after 5/1/98.**

Length of Continuous Service on Anniversary	Days of Paid Vacation
1, but less than 5 years	10
5	11
6	12
7	13
8	14
9, but less than or equal to 14	15
15	16
16	17
17	18
18	19
19	20

D. Pay. Vacation pay shall be 8.0 hours at straight time in effect for the employee’s regular job classification on the payday in which an employee actually takes vacation time, for each full day of vacation.

E. Time for Vacation. Vacation time shall be taken during the one-year period following accrual date as follows:

Employees shall have a maximum of one year and one week of accumulated vacation time at the employee’s anniversary date. If the employee has more than one year’s worth and one week of accumulated vacation time accumulated at the time of the employee’s anniversary date the excess shall be forfeited.

F. Payment in Lieu of Vacation. No payment in lieu of vacation time taken will be made except as provided at the time of resignation or unless the excess vacation accumulation occurred because the employee was asked/directed to postpone previously scheduled vacation by his department director/supervisor. Any such vacation payment shall require a written application for payment, signed by the respective Department Director, which specifically defines the circumstances that necessitated its usage; and, that only the amount of vacation time, which was actually postponed at the City’s request, will be paid.

An employee may not utilize accumulated vacation time to extend creditable service during the twelve-month period following accrual.

- G. Scheduling. On or about December 1st, but prior to December 15, employees of each division may request, from his supervisor, a vacation for the period from January 1 through and including February 15 of the following year. Each employee shall select his vacation for ~~no less than one week, nor more than two weeks~~ any number of consecutive vacation days of not less than one week up through two weeks at a time. In the case of a conflict with vacation requests within the division, supervisors shall approve the vacation request for the employee, based upon City seniority. Approval of this vacation will not supersede or override vacation requests already approved. The vacation period requested shall be reviewed, and the supervisor will approve or deny such vacation request within two weeks of the request. The vacation schedule shall be posted on or before December 31.

Thereafter vacation requests shall be handled on a first requested, first received basis subject to approval by supervision. Employees shall be allowed to extend requested vacation times utilizing holidays and personal days, with prior permission of supervision as follows:

- 1) An employee must request such vacation no later than two weeks prior to the anticipated date of use. The supervisor or his designee will approve or deny such vacation requests within one week of the request.
- 2) An employee may request up to one day of vacation 24 hours in advance before the start of the workday that time off is requested. Employees may use vacation in increments of one-half day or more. For this purpose, one-half day shall equal the time before or after lunch. Supervisors shall attempt to adjust the lunch ~~hour-break~~ for half-day purposes when reasonably possible.

- H. Separation. Upon an employee's separation from City employment, he shall receive compensation at his then hourly rate for each hour of accumulated, unused vacation time.

Section 6.3. Sick Time.

- A. Rate. Employees shall be credited with eight hours of sick leave for each month of active employment since most recent date of hire. An employee may use accrued sick leave after one month of employment. Sick leave is not to be considered a privilege that an employee may use at his discretion, but shall be allowed only in cases of actual sickness-or disability of the employee, or to meet physical examination appointments or other sickness prevention measures, which prevents him from working. Sick leave also may be used with supervisory approval for the illness, injury or medical appointment of the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. In order to receive sick time compensation, the employee must notify his immediate supervisor at least 15 minutes before the employee's normal start time and state who is actually sick. If an employee is absent for more than two working days or if an employee claims sick leave repeatedly on Mondays or Fridays, or on days preceding or following holidays or vacations, or in respect to more than two separate illnesses within any three-month period, or in cases where family and medical leave act apply or when City reasonably suspects abuse, the employee may be required to file a physician's certificate of illness or disability.

- B. Abuse. Any employee, who is found to have abused the intent of the sick leave privilege, shall be subject to discipline up to and including discharge.
- C. Termination. An employee who ceases to be employed by the City shall be compensated for unused sick leave at the rate of 48 hours for each year of employment accrued prior to termination up to the maximum amounts defined by the following schedule:

Full Years of Service	Maximum Payout
0 – 5	120 hours
6 – 15	450 hours
16 or more	600 hours

Provided, however, employees with hire date of 5/1/94 or later shall receive a maximum of 450 hours as determined by the above schedule only upon retirement.

Further provided that, an employee whose seniority terminates for one or more of the reasons described in paragraphs (B), (C) or (D) of Section 3.3 shall receive no compensation for unused sick leave.

- D. Doctor’s Appointments. Employees shall schedule doctor’s appointments on non-duty time. When such scheduling is not possible the employee shall make every attempt to schedule the doctor’s appointment at the beginning or end of their work day to minimize disruption.
- E. Outside Employment. An employee shall not engage in any outside employment while on sick leave from their City employment.

Section 6.4. Family Medical Leave Act.

Qualified leaves under the Federal Family Medical Leave Act shall be governed by the City’s Family Medical Leave Act policy and shall not be subject to the grievance procedure.

However, Employees shall continue to accrue seniority while on Family Medical Leave Act leave and such accrual shall be subject to grievance procedure.

Section 6.5. Jury Duty.

An employee who is summoned to report for jury duty shall be excused from work without loss of regular straight time pay for the period of time, which he is required to be away from work and during which he would have otherwise been scheduled to work. The City reserves the right to request the Court to release the summoned employee from jury duty in cases where the City determines that the employee cannot reasonably be spared from City work duties. An employee who is scheduled to perform jury duty just prior to or immediately following his regular work shift shall work his regular shift, unless expressly excused by supervision. An employee shall immediately notify supervision if he is required to report for jury duty.

Section 6.6. Funeral Leave.

In the event an employee suffers a death in his immediate family (as outlined in the City Personnel

manual as of May 1, 2006), funeral leave of up to three workdays may be granted by supervision. Such time shall be used for the purpose of attending the funeral, necessary travel associated therewith, making funeral arrangements and attending to other matters which cannot be attended to outside work time and arising directly in relation to the relative's death or funeral. If more than three workdays are needed for the death of a spouse, parent or child, an additional two workdays of funeral leave may be granted by the Department Director or his designee.

Paid leaves of absence in addition to the foregoing, arising in relation to a death within the immediate family shall be handled as requests for, and chargeable to, vacation.

The City shall comply with the Illinois Child Bereavement Leave Act (820 ILCS 154/1 et seq.), as amended from time to time.

Section 6.7. Personal Leave.

An employee in active service may receive up to 24 hours paid time off per calendar year to conduct personal business that cannot be conducted outside of work time.

- A. Personal time may be used in one-hour increments. The employee must request this personal time at least 24 hours before the start of the workday the time off is requested.
- B. If the employee requests personal time with less notice than provided in 6.7 (a), this notification must occur at least 15 minutes prior to the employee's scheduled start time, and the employee must use a minimum of four hours of personal time. Such time off may not be taken without the approval of supervision conditioned on such advance notice requirements as the Division Manager or his designee may specify in line with departmental need.

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

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

Section 6.8. Donation of Vacation/Personal Leave.

Any employee is eligible to receive vacation and/or personal time from any employee or to donate vacation and/or personal leave time to any employee. The following guidelines govern the donation of vacation and/or personal leave from one employee to another:

Up to 48 hours of vacation and/or personal leave may be donated to any employee by another employee if the employee, the employee's spouse or child is suffering from a non-work related, severe, or life-threatening illness, injury, impairment, or physical or mental condition, which has caused or would cause the employee to:

- A. Be unable to perform his regular work duties as documented by a medical doctor's certification describing the nature of illness and prognosis for the employee and/or the employee's spouse or child.

- B. Take leave without pay.

An employee shall be eligible to receive donated vacation and/or personal leave if the following conditions exist:

- A. The employee has exhausted all his paid leave including but not limited: sick leave, personal days, vacation, and compensatory time.
- B. The employee has a minimum of one year of service and had no less than one-half of the sick leaves that the employee was eligible to accrue by virtue of his length of service in his sick bank at the onset of the qualifying illness or injury.
- C. The request for donation of vacation and/or personal leave to the employee is approved by the Department Director.

An employee shall be eligible to donate vacation and/or personal leave to another employee if:

- A. The donation of such leave will not cause the accrued vacation and/or personal leave balance of the donating employee to be less than 40 hours at the time that donation is requested.
- B. The request for donation is submitted to Human Resources in writing and is approved by the Department Director.
- C. The donation is made in eight-hour increments. When donation of vacation and/or personal leave is requested, and at any other time during the use of donated leave, an employee shall be required by the City to provide a physician's statement or other medical evidence necessary to establish that the illness, injury impairment, or physical or mental condition is severe or life threatening and prevents the employee from performing his regular work duties when requested. If an employee fails to provide evidence as required, the use of donated vacation and/or personal leave may be denied or terminated.

Donated vacation and/or personal leave may only be used for the duration of the current illness, injury, impairment or physical or mental condition of the employee, the employee's spouse or child for whom it was donated.

Donated vacation and/or personal leave shall not be transferable to any other employee but maybe applied retroactively for a period not to exceed 30 calendar days on behalf of the employee for whom it was donated.

Use and acceptance of donated vacation and/or personal leave shall terminate upon medical certification that:

- A. The severe illness, injury, or impairment of physical or mental condition is no longer life threatening; or
- B. The employee is able to return to work; or
- C. The employee terminates, retires or goes on disability. The employee must go on

disability after 30 calendar days of the illness.

Donated leave shall be compensated according to the receiving employee's regular rate of pay. The rate of pay of the donating employee shall not be a factor in determining the amount of compensation the recipient employee receives.

Any unused portion of vacation and/or personal leave shall be prorated among all donating employees based upon the original amount of donated leave time. Donated leave shall not be returned to donating employees in increments of less than one full hour or to any person who is no longer a City employee.

Article VII – Unpaid Leave

Section 7.1. Leave for Illness, Injury or Disability.

- A. Unpaid, job-protected leave will be granted by the City in compliance with the Family Medical Leave Act (FMLA), during which time seniority shall accrue, just as it does for a work-related injury compensable under workers' compensation.
- B. The City may also grant additional extended leave in line with the guidelines articulated in the City's Personnel Policy Manual. Job protection for any extended leave granted by the City will apply in the same manner as it does under FMLA.

Article VIII – Insurance: Medical and Dental Expense Indemnity

Section 8.1. Life Insurance.

The City shall continue to pay the premium necessary to provide a term life and accident insurance policy for employees. The amount of premium for which the City is obligated shall be the amount necessary to provide the amount of insurance in force as of January 1, 1992.

Section 8.2. Health Insurance.

The employees covered by this Agreement shall receive the same health insurance as provided to all other City employees.

Employees shall pay 25% of dependent coverage for health care costs. The dependent health care costs shall be calculated based on the City's procedure in effect on May 1, 1994. The employee shall be allowed to participate in the City Healthy Program.

The parties agree that should any government regulation impose obligations on either party regarding provision of insurance benefits, the parties will reopen the contract for the purposes of discussing the impact of such legislation.

Section 8.3. Plans Control.

Except as modified herein, the terms of the Plans shall govern and control all applications. The City may self-insure in whole or in part the indemnity plans. Denial of benefits shall not be subject to appeal through the grievance/arbitration procedure; appeals shall be affected only via procedures afforded by the Plans.

Article IX – Working Conditions

Section 9.1. Safety.

The City agrees to provide employees with a safe and healthy workplace and to abide by all Federal, State and Local safety regulations. All employees shall adhere to safety and health rules promulgated by the City or by other governmental agencies having requisite jurisdiction. Failure to do so shall be deemed just cause for disciplinary action up to and including termination.

Employees are required to wear uniforms as designated by the City, including safety footwear. ~~Employees will be reimbursed up to \$165 for each fiscal year for the term of the contract for the purchase of steel toed rating ANSI Z41 PT99 I/75 C/75 footwear. The safety footwear must be approved by the Division Manager or his designee.~~ Employees are expected to wear these shoes while at work, and the shoes must be in good, safe condition. Employees are responsible for cleaning and maintenance of their City apparel, including replacement necessitated by normal wear, and shall maintain a professional appearance at all times. For the purposes of purchasing safety footwear and work pants, all bargaining unit members will receive a yearly stipend in the amount of \$500 paid no later than the second payroll following May 1st of each year of this bargaining agreement. The City will provide personal protective equipment (PPE), and other uniform items to employees at its discretion and approved by management.

Section 9.2. Tool Breakage.

- A. Employees who are assigned to the positions assigned to the Fleet Division may be required to furnish their own tools. The City shall establish the type and number of tools.
- B. The City will provide any special tool necessary for the employee to perform a specific task. The tool furnished by the City is the property of the City and the City maintains sole discretion as to whether the tool will be purchased.

The employee is responsible for returning any and all tools, which are owned by the City. The employee is also liable to reimburse the City for the cost of a tool, which the City furnished, to the employee, if the tool is not returned or returned in non-workable condition, due to the negligence or deliberate misconduct of the employee.

- C. With supervisory approval, an employee who breaks or loses a personally owned tool during the performance of the employee's assigned job, the City will replace the tool with a tool of equal quality, provided that the tool cannot be replaced with the manufacturer's warranty and was used at the direction of the City.

Section 9.3. No Discrimination.

- A. Equal Employment Opportunity. The City will continue to provide equal employment opportunity for all employees and develop and apply equal employment practices.
- B. Prohibition against Discrimination. Both the City and the Union agree not to illegally discriminate against any employee on the basis of race, sex, sexual orientation, creed, religion, color, age or national origin.
- C. Union Membership or Activity. Neither the City nor the Union shall interfere with the

right of employees covered by this Agreement to become or not become members of the Union and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

Section 9.4. Remedies.

Except for employee claims alleging interference or discrimination based upon Union membership or activity, any alleged violation of Section 9.3 shall be processed through the appropriate federal or state agency, and shall not be subject to the grievance procedure contained in this Agreement.

Section 9.5. Temporary Employees. Part-Time Employees.

The City reserves the right to employ extra employees on a temporary/full time, or temporary/part time basis. They may be assigned or offered overtime work provided the other members of the immediate work crew to which they are assigned have been offered the same. Temporary employees shall be considered probationary for all purposes, shall not advance on the salary schedule, may be terminated at any time and for any reason, and may not seek recourse through the grievance procedure, shall not be eligible for health care benefits or paid time-off benefits. It is understood that the City shall not be obligated to displace temporary employees on overtime with regular employees assigned to other crews and projects. The City may employ temporary employees for a continuous six -month duration when hired to supplement a fully-staffed division. Otherwise, the City may employ temporary employees for leaves such as Worker's Compensation, Disability, Medical Issues, Military Leave, FMLA, etc. for up to one year; if additional time is needed it will be mutually agreed upon with the Union.

Section 9.6 Community Restitution.

The City will ensure that bargaining unit employees will not supervise the work of community restitution workers. The City will attempt to ensure that bargaining unit employees and community restitution workers will not work in the same crew.

Section 9.7. Employee Obligations and Responsibilities.

As a condition of employment and subject to other terms and conditions of this Agreement, each employee shall maintain regular attendance at work, reporting and remaining at work each day as scheduled (except when expressly excused for approved vacations or personal leave, illness, leave of absence, or paid time off utilization); shall maintain himself in a fit physical condition to the extent necessary to perform his assigned duties; shall apply himself diligently, efficiently and cooperatively to his assigned work activities, at all times lending his best efforts to the tasks at hand; shall faithfully adhere to prescribed work rules and safety regulations adopted by the City; and shall reasonably cooperate with and assist management to address and abate emergency conditions when called upon to do so.

Section 9.8. Ratification and Amendment.

This Agreement shall become effective when ratified by the City Council and the Union and signed by authorized representative(s) thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 9.9. Maintenance of Economic Benefits.

All direct and substantial economic benefits provided to members of this bargaining unit on the

date the contract is executed that are not provided for by this contract shall remain in effect as provided pursuant to the City Personnel Manual as the same may be changed from time to time.

Section 9.10. Savings Clause.

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the board, court or agency decision; and upon issuance of such a decision, the City and the Union agree to notify one another and to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof. Absent agreement, either party may with 21 days notice, enforce its position with lawful economic action notwithstanding Article XIV.

Section 9.11. Entire Agreement.

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the City as provided in the Management Rights clause, Article II, except as provided in Section 9.9 respecting economic benefits. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right opportunity are set forth in this Agreement.

Section 9.12. Drug/Alcohol Substance Use Policy.

All employees will comply with all Department of Transportation regulations as outlined in the City of St. Charles Substance Use Policy for DOT employees.

Section 9.13. Termination and Disciplinary Action.

The City shall not discharge or suspend any non-probationary employee except for just cause. The City agrees with the tenets of corrective discipline progressively applied and hereby declares intent to utilize written reprimands when possible and appropriate prior to the use of suspension or discharge.

The intention to utilize corrective written reprimands in lieu of suspension or discharge shall not apply to an offense which indicates some significant shortcoming which renders the employee's continuance in his position detrimental to the City, or to an offense for which the employee has been suspended within the preceding twelve months, (or where an employee has been warned and not suspended in the preceding twelve months), or to offenses such as dishonesty, gross insubordination, gross negligence, and/or creation of serious (as defined by OSHA) safety hazard.

For discipline that may lead to a suspension, prior to notifying the employee of the contemplated measure of discipline to be imposed, the City shall meet with the employee involved and inform him of the reason why disciplinary action is being contemplated. Employees shall be informed of their right to Union representation and shall be entitled to such, if so requested by the employee. The employee and the Union representative shall be given the opportunity to rebut or clarify the

reasons for such discipline or explain why disciplinary action is not justified. Reasonable extensions of time for rebuttal purposes will be allowed when requested. For discipline other than oral or written reprimands, the City shall notify the Union Business Representative of such meetings; such notification shall be in writing and reflect the specific nature of the offense and the date and time of the meeting. Human Resources will make every attempt to provide the Union Business Representative with the facts needed to properly represent the Employee at a Pre-Disciplinary meeting while maintaining confidentiality of the information shared. Employee shall be given no less than 24 hours notice of a pre-disciplinary meeting. The City will not retaliate in any way, shape, or form against employees who file a grievance.

Coachings are not to be considered as discipline, and the purpose of coachings are to encourage corrective action and improvement in the workplace.

Disciplinary actions, except for letters regarding Violence in the Workplace, Sexual Harassment, Drug/Alcohol Violations and Theft, shall be purged from all records as soon as twelve months have elapsed since the employee was last warned for the offense, at the employee's request.

Article X – Labor- Management Committee

Section 10.1. Scope.

The Union and the City mutually agree that in the interest of management and employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings shall be held monthly, as needed. Such meetings shall be limited to:

- A. Discussing the implementation and general administration of this Agreement.
- B. A sharing of general information of interest to the parties.
- C. Conferring on matters of mutual interest.
- D. Safety practices and procedures within the Public Works Department, equipment additions, and/or facility modifications.

Section 10.2. Conditions.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at meetings of the Labor-Management Committee, nor shall negotiations for the purpose of altering any or all terms of this Agreement be carried on at such meetings.

Section 10.3. Attendance.

Union representatives who attend during working hours shall be permitted to attend without loss of pay. Normally, no more than four persons from each side shall attend these meetings, schedules permitting.

Article XI – Grievance Procedure

Section 11.1. Grievance Defined.

A “grievance” is a difference of an opinion between an employee or the Union and the City, with respect to the meaning or application of the express terms of this Agreement. Grievances regarding

disciplinary actions of a suspension or greater may be appealed directly to Step 2.

Section 11.2. Procedure.

Grievances will be discussed first with the Division Manager within five working days of the incident or the occurrence first giving rise to the grievance. If the incident giving rise to the grievance is such that the grievant would not normally be aware of it within the five working days, then the time will expire five working days after the grievant reasonably should have been aware of it. The Division Manager and grievant will discuss the incident and will attempt to resolve the issue. If the Division Manager is not available in the five working days, the grievant may be granted an additional five working days. If an agreement is not reached, the employee may follow these procedures:

Step 1: The grievant must present the grievance, using the proper grievance form (Appendix B) to his Manager within five working days of the discussion. If the grievant does not have a Manager, the grievant may initiate Step 2 within five days. If the manager does not reply within five working days, or if the grievant is dissatisfied with the response of the Manager, the grievant may initiate the next step.

Grievances over disciplinary actions shall be filed directly at Step 2 within five working days after the City makes its decision known to the employee and the Union in line with this Agreement.

Step 2: The grievant must submit the grievance form to the Department Director or his designee within five working days of the receipt of the Manager's decision in Step 1 or discussion with the Division Manager if the grievant does not have a Manager. The grievant, the Union, a human resources representative, and the Department Director and/or designee shall meet to discuss the grievance at this step. The Department Director or designee will give a written response within five working days of the grievance meeting. Employees may initiate Step 3 after this step. The information obtained to make a discipline decision of a written warning or higher shall be given to the union's business representative.

Step 3: Grievants who are dissatisfied with the Department Director's or designee's decision may submit the grievance form for a determination to the City Administrator within five working days of the receipt of the Department Director's or designee's response. The grievant, the Union, a Human Resources representative, and the City Administrator shall meet to discuss the grievance at this step. The City administrator will give a written response within five working days of the grievance meeting.

Section 11.3. Binding Arbitration (Step 4).

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to binding arbitration by giving written notice to the City Administrator within 21 working days after receipt of the City Administrator's answer in Step 3. In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five arbitrators, with the requirement that each shall be a member of the National Academy of Arbitrators and reside in Illinois. Upon receipt of the panel,

the parties shall strike names alternately (first strike determined by coin-flip) until only one name remains, and the person whose name remains shall be the arbitrator; provided that either party, before striking any names, shall have the right to reject one panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the City and the Union requesting that he set a time and a place for hearing, subject to the availability of the City and Union representatives. The arbitrator shall not, in his decision or award, amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him, and his binding recommendation shall be based solely upon an interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. If the arbitrator finds that the alleged grievance does not involve an interpretation or application of this Agreement, he shall remand the matter to the parties without comment. The decision of the arbitrator shall be final and binding on the parties. The costs of the arbitration, the fee and expenses of the arbitrator, shall be divided equally-between the City and the Union.

Section 11.4. Time Limits.

No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 11.2. And 11.3 above. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the City, unless the parties have mutually agreed in writing to extend a relevant time limit. If the City fails to provide an answer within the time limits so provided, the employee or the Union may immediately appeal to the next step.

Section 11.5. Investigation and Discussion.

Investigation and Discussion. All grievance discussions and investigations shall take place in a manner, which does not interfere with City operations.

Article XII – Training & Education.

Section 12.1. Tuition Reimbursement.

This benefit will be maintained, subject to policies spelled out in the City Personnel Manual.

Section 12.2. Payment for Training Licenses.

If the City mandates any license or additional licensing and/or further education, the City shall reimburse the employee for all costs including reasonable study time, transportation, education, and license fees.

Article XIII – Stand-by & Call-in Response Time

Employees are expected to report to work within the 60-minute time period. Failure to report to work within such time period may result in progressive discipline. However, if an employee is unable to report to work on time during an emergency call due to a circumstance beyond his control, such as a bonafide vehicle breakdown, accident, etc., discipline shall not be applied. Employee may be required to provide proof/documentation in order to avoid discipline under that scenario.

Article XIV – No Strike/No Lockout

Section 14.1. No Strikes.

There shall be no strikes, sympathy strikes, or any other individual or concerted refusal to work or interference with work during the term of the agreement. This provision shall not apply to lawful union picketing and/or if the City refuses to follow the procedures outlined in Article XI. An employee shall not be disciplined if he or she refuses to cross a lawfully established picket line if such employee(s) believe(s) that his personal safety is at risk for crossing such a picket line and if the employee(s) notifies his supervisor or designee immediately.

There shall be no lockouts during the term of this Agreement.

The Union agrees that during the life of this agreement that the union shall not conduct picketing directly on City owned premises. This does not preclude the union from legally picketing on any public right(s) of way.

Section 14.2. Union Responsibility.

In the event the City requests assistance from the Union or from any of its officers or Stewards to stop violations of Section 9.1, the Union and its officers and Stewards shall give such assistance fully and immediately.

Article XV – Commuter Option Program

If the employer implements a commuter option program for City employees, such program shall apply to employees governed by this contract. Prior to implementation the City agrees to meet with Teamsters representatives to discuss proposed changes.

Article XVI – Termination of Contract

Section 16.1. Termination in 20~~24~~¹⁸.

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until April 30, 20~~24~~¹⁸. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least 120 days prior to the anniversary date that it desires to terminate this Agreement. In the event that such notice is given, negotiations shall begin no later than 90 days prior to the anniversary date. In the event no agreement is reached by April 30, 20~~24~~¹⁸, and unless there is mutual agreement to extend this Agreement, this Agreement shall terminate effective midnight April 30, 20~~24~~¹⁸, and shall thereafter be of no force or effect in any respect whatsoever.

LOCAL UNION NO. 330
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

CITY OF ST CHARLES, ILLINOIS

By: _____

By: _____

Date: _____

Date: _____

Attest: _____

Date: _____

Appendix A – Salary Ranges

Department/Division	Position	<u>2020/2021</u>		<u>2021/2022</u>		<u>2022/2023</u>		<u>2023/2024</u>	
		Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
Grade 1									
Public Services	Laborer	\$26.86	\$35.81	\$27.40	\$36.53	\$28.08	\$37.44	\$28.79	\$38.38
Sanitary Sewer	Laborer	\$26.86	\$35.81	\$27.40	\$36.53	\$28.08	\$37.44	\$28.79	\$38.38
Building and Code Enforcement	Code Enforcement Officer	\$26.86	\$35.81	\$27.40	\$36.53	\$28.08	\$37.44	\$28.79	\$38.38
Grade 2									
Inventory Control	Procurement Technician	\$28.85	\$38.47	\$29.43	\$39.24	\$30.17	\$40.22	\$30.92	\$41.23
Electric/Water Meter and Communications	Water Meter Tester	\$28.85	\$38.47	\$29.43	\$39.24	\$30.17	\$40.22	\$30.92	\$41.23
Public Services	Maintenance Technician	\$28.85	\$38.47	\$29.43	\$39.24	\$30.17	\$40.22	\$30.92	\$41.23
Public Services	Laborer/Sign Technician	\$28.85	\$38.47	\$29.43	\$39.24	\$30.17	\$40.22	\$30.92	\$41.23
Sanitary Sewer	Laborer/Operator (non-certified)	\$28.85	\$38.47	\$29.43	\$39.24	\$30.17	\$40.22	\$30.92	\$41.23
Public Services	Laborer/Operator (non-certified)	\$28.85	\$38.47	\$29.43	\$39.24	\$30.17	\$40.22	\$30.92	\$41.23
Water	Laborer/Operator (non-certified)	\$28.85	\$38.47	\$29.43	\$39.24	\$30.17	\$40.22	\$30.92	\$41.23
Fleet	Welder (non-certified)	\$28.85	\$38.47	\$29.43	\$39.24	\$30.17	\$40.22	\$30.92	\$41.23
Grade 3									
Wastewater Treatment Plant (WWT)	Certified Operator	\$30.39	\$40.52	\$31.00	\$41.33	\$31.77	\$42.36	\$32.57	\$43.42
Lab	Lab Technician I	\$30.39	\$40.52	\$31.00	\$41.33	\$31.77	\$42.36	\$32.57	\$43.42
Public Services	Crew Leader	\$30.39	\$40.52	\$31.00	\$41.33	\$31.77	\$42.36	\$32.57	\$43.42
Water	Certified Operator	\$30.39	\$40.52	\$31.00	\$41.33	\$31.77	\$42.36	\$32.57	\$43.42
Fleet	Fleet Technician I	\$30.39	\$40.52	\$31.00	\$41.33	\$31.77	\$42.36	\$32.57	\$43.42
Sanitary Sewer	Crew Leader	\$30.39	\$40.52	\$31.00	\$41.33	\$31.77	\$42.36	\$32.57	\$43.42
Grade 4									
Electric/Water Meter and Communications	Electric Meter & Communications Technician	\$31.78	\$42.37	\$32.42	\$43.22	\$33.23	\$44.30	\$34.06	\$45.41
Lab	Lab Technician II	\$31.78	\$42.37	\$32.42	\$43.22	\$33.23	\$44.30	\$34.06	\$45.41
Fleet	Fleet Technician II	\$31.78	\$42.37	\$32.42	\$43.22	\$33.23	\$44.30	\$34.06	\$45.41
Fleet	Lead Fleet Technician	\$31.78	\$42.37	\$32.42	\$43.22	\$33.23	\$44.30	\$34.06	\$45.41
Water	Lead Certified Operator	\$31.78	\$42.37	\$32.42	\$43.22	\$33.23	\$44.30	\$34.06	\$45.41

Department/Division	Position	<u>2020/2021</u> <u>2.00%</u>		<u>2021/2022</u> <u>2.00%</u>		<u>2022/2023</u> <u>2.50%</u>		<u>2022/2023</u> <u>2.50%</u>	
		Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
Grade 5									
Sanitary Sewer	Assistant Division Manager - Sanitary Sewer	<u>\$32.44</u>	<u>\$43.25</u>	<u>\$33.09</u>	<u>\$44.12</u>	<u>\$33.92</u>	<u>\$45.22</u>	<u>\$34.76</u>	<u>\$46.35</u>
Electric/Water Meter and Communications	Assistant Division Manager - Meter & Communications	<u>\$32.44</u>	<u>\$43.25</u>	<u>\$33.09</u>	<u>\$44.12</u>	<u>\$33.92</u>	<u>\$45.22</u>	<u>\$34.76</u>	<u>\$46.35</u>
Fleet	Assistant Division Manager - Fleet	<u>\$32.44</u>	<u>\$43.25</u>	<u>\$33.09</u>	<u>\$44.12</u>	<u>\$33.92</u>	<u>\$45.22</u>	<u>\$34.76</u>	<u>\$46.35</u>
Public Services	Assistant Division Manager - Public Services	<u>\$32.44</u>	<u>\$43.25</u>	<u>\$33.09</u>	<u>\$44.12</u>	<u>\$33.92</u>	<u>\$45.22</u>	<u>\$34.76</u>	<u>\$46.35</u>
Wastewater Treatment Plant (WWT)	Assistant Division Manager - Wastewater	<u>\$32.44</u>	<u>\$43.25</u>	<u>\$33.09</u>	<u>\$44.12</u>	<u>\$33.92</u>	<u>\$45.22</u>	<u>\$34.76</u>	<u>\$46.35</u>
Water	Assistant Division Manager - Water	<u>\$32.44</u>	<u>\$43.25</u>	<u>\$33.09</u>	<u>\$44.12</u>	<u>\$33.92</u>	<u>\$45.22</u>	<u>\$34.76</u>	<u>\$46.35</u>
Grade 6									
Building and Code Enforcement	Building Inspector	<u>\$32.68</u>	<u>\$43.57</u>	<u>\$33.33</u>	<u>\$44.44</u>	<u>\$34.16</u>	<u>\$45.55</u>	<u>\$35.02</u>	<u>\$46.69</u>
Building and Code Enforcement	Plumbing Inspector	<u>\$32.68</u>	<u>\$43.57</u>	<u>\$33.33</u>	<u>\$44.44</u>	<u>\$34.16</u>	<u>\$45.55</u>	<u>\$35.02</u>	<u>\$46.69</u>

Appendix B

CITY OF ST. CHARLES FORMAL GRIEVANCE COMPLAINT FORM

Employee Name:	Division:
Date Grieved Incident Occurred:	Time:
Section of Contract Violated:	
Name of first line supervisor (foreman) with whom grievance was discussed in the informal phase of the grievance procedure:	Date of discussion:
Provide a written statement of the grievance and the facts upon which it is based:	
Provide an allegation of the specific wrongful act and harm done.	
Provide a statement of the remedy or adjustment you are seeking.	

I certify that I personally received this written formal grievance form.

Supervisor's Name:	Date:
	Time:

**SIDE LETTER OF AGREEMENT BETWEEN CITY OF ST. CHARLES AND
TEAMSTERS LOCAL 330
UNIFORM SERVICES FOR FLEET DIVISION**

The City of St. Charles (“City”), the Teamsters Local 330 (referred to herein as the “Union”) hereby agree to the following addition to Article IX, Working Conditions, Section 9.1 Safety, in the current collective bargaining agreement:

1. The City and the Union agree that the City will continue to provide bargaining unit members in the Fleet Division with uniform and cleaning services in accordance with past practice for the term of the collective bargaining agreement currently in place.

2. Bargaining unit members in the Fleet Division will be required to wear the uniforms provided by the City at all times during the workday.

3. Bargaining unit members in the Fleet Division are entitled to benefits outlined in Section 9.1. Safety.

4. This Side Letter Agreement supersedes any other contrary provisions in the collective bargaining agreement between the City and the Union.

Teamsters, Local 330

City of St. Charles, Illinois

By: _____

By: _____

Date: _____

Date: _____

**Letter of Understanding between the
City of St. Charles and
Local Union No. 330 - International Brotherhood of Teamsters**

The following Letter outlines the additional items of understanding reached by the parties during the course of negotiations for the 2018 Collective Bargaining Agreement (“Agreement” hereinafter) made and entered into by and between the City of St. Charles, Illinois (“City” hereinafter), and the General Chauffeurs, Salesdrivers and Helpers, Local Union 330, an affiliate of the International Brotherhood of Teamsters. Notwithstanding the language of the current Agreement, the following shall apply:

- 1) The employee so employed in the position of Code Enforcement Officer in the Economic & Community Development Department, Building and Code Enforcement Division, who was hired prior to the date of ratification of the present Agreement (employed effective April 3, 1995), shall continue to be paid at Grade 4.

- 2) The employee who had been “grandfathered,” prior to the date of ratification of the present Agreement, beyond the prior Residency requirement(s) of the City as outlined under Article 13 of the Agreement effective May 1, 2014 - April 30, 2018, shall be granted continuing “grandfathered” status with respect to reporting, stand-by and call-in response times.

LOCAL UNION NO. 330
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

CITY OF ST CHARLES, ILLINOIS

By: _____

By: _____

Date: _____

Date: _____

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IIC2

Title:

Motion to approve An Ordinance Denying an Amendment to Title 17 of the St. Charles Municipal Code Entitled “Zoning”, Ch. 17.16 “Office/Research, Manufacturing and Public Lands Districts”, Table 17.16-1 “Permitted and Special Uses” to add Recreational Cannabis Dispensing Organization as a Special Use in the M-2 Limited Manufacturing District
(Deny the General Amendment)

Presenter:

Rita Tungare

Meeting: City Council

Date: May 18, 2020

Proposed Cost: N/A

Budgeted Amount: N/A

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

On March 9, 2020 the P&D Committee voted on a motion to approve a General Amendment to the Zoning Ordinance proposing to add “Recreational Cannabis Dispensing Organization” as a Special Use in the M-2 Limited Manufacturing zoning district. The motion to approve failed by a vote of 4-5.

At the April 6, 2020 City Council meeting, ordinances for denial of the General Amendment and Special Use applications were placed on the agenda for action. No final action was taken on the ordinances. Instead, the City Council granted a 90-day extension requested by Healthway Services of West Illinois, LLC to allow for additional review of both the General Amendment and Special Use applications. Both applications were referred back to P&D Committee for review.

Information on the General Amendment application has been posted in the meeting packet for the Special P&D Committee meeting on 5/18/2020.

Attached Ordinance:

Staff has prepared an ordinance with findings for denial of the General Amendment, based on past Committee discussions. The findings are attached as Exhibit A of the ordinance.

(The applicant, Healthway Services of West Illinois, LLC, also submitted an application for Special Use to establish a Recreational Cannabis Dispensing Organization (Zen Leaf) at 3714 Illinois Ave. in the M-2 District. Approval of this General Amendment would be required in order for the Special Use application to be approved.)

Attachments *(please list):*

Ordinance

Recommendation/Suggested Action *(briefly explain):*

Motion to approve An Ordinance Denying an Amendment to Title 17 of the St. Charles Municipal Code Entitled “Zoning”, Ch. 17.16 “Office/Research, Manufacturing and Public Lands Districts”, Table 17.16-1 “Permitted and Special Uses” to add Recreational Cannabis Dispensing Organization as a Special Use in the M-2 Limited Manufacturing District.

City of St. Charles, Illinois
Ordinance No. 2020-Z-

**An Ordinance Denying an Amendment to Title 17 of the St. Charles
Municipal Code Entitled “Zoning”, Ch. 17.16 “Office/Research,
Manufacturing and Public Lands Districts”, Table 17.16-1 “Permitted and
Special Uses” to add Recreational Cannabis Dispensing Organization as a
Special Use in the M-2 Limited Manufacturing District**

WHEREAS, on or about October 28, 2019, Healthway Services of West Illinois, LLC (“the Applicant”) filed a petition for General Amendment to amend Title 17 of the St. Charles Municipal Code, the Zoning Ordinance of the City of St. Charles, regarding adding “Recreational Cannabis Dispensing Organization” as a Special Use in the M-2 Limited Manufacturing District; and,

WHEREAS, Notice of Public Hearing on said petition was published on or about November 2, 2019 in a newspaper having general circulation within the City, to-wit, the Daily Herald newspaper, as required by the statutes of the State of Illinois and the ordinances of the City; and,

WHEREAS, pursuant to said Notice, the Plan Commission conducted a public hearing on or about November 19, 2019 and December 3, 2019, on said petition in accordance with the statutes of the State of Illinois and the ordinances of the City; and,

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

WHEREAS, the Plan Commission recommended approval of said petition on or about December 17, 2019; and,

WHEREAS, the Planning & Development Committee of the City Council reviewed said petition on or about January 13, 2020, February 20, 2020, and March 9, 2020; and,

WHEREAS, on or about March 9, 2020, the Planning & Development Committee of the City Council voted on a motion to recommend approval of said General Amendment petition, which said motion failed; and,

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

WHEREAS, on or about April 6, 2020, the City Council of the City of St. Charles granted a 90-day extension requested by the Applicant to allow for additional review of the General Amendment application.

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

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

2. That passage of this Ordinance shall constitute denial of the petition for General Amendment, and pursuant to Title 17, Chapter 17.04 "Administration", Section 17.04.320 "Zoning text and map amendments", City Council finds that the proposed amendment, under Item #1) is not consistent with the City Comprehensive Plan, Item #2) is not consistent with the intent and general regulations of Title 17, and Item #3) is not in the public interest and serves solely the interest of the applicant, the findings attached hereto and incorporated herein as Exhibit "A" are expressly adopted by the corporate authorities of the City.

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

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 18th day of May 2020.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 18th day of May 2020.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 18th day of May 2020.

Raymond P. Rogina, Mayor

Attest:

Charles Amenta, City Clerk

Vote:

Ayes:

Nays:

Absent:

Abstain:

Date: _____

EXHIBIT “A”

FINDINGS FOR GENERAL AMENDMENT

1. The Consistency of the proposed amendment with the City’s Comprehensive Plan.

The area encompassing the M-2 zoning district is identified in the Land Use Plan as “Industrial/Business Park”, described as follows (p. 39) : *Areas designated for industrial/business park are intended to accommodate a variety of uses ranging from light assembly, storage and distribution, low intensity fabrication operations, research and “tech” industry applications, intense commercial service uses, and more. These areas are also intended to provide for business park/office park uses, which could include “stand alone” office buildings and complexes or several buildings incorporated into a “campus like” setting.*

A “Recreational Cannabis Dispensing Organization” is a retail use that serves customers. Retail uses are not identified as a type of business intended for “Industrial/Business Park” areas. “Industrial/Business Park” land uses are intended to accommodate “a variety of uses ranging from light assembly, storage and distribution, low intensity fabrication operations, research and “tech” industry applications, intense commercial service uses”.

2. The Consistency of the proposed amendment with the intent and general regulations of this Title.

The intent of the M-2 Limited Manufacturing District is as follows (Section 17.16.010): *The purpose of the M-2 Limited Manufacturing District is to accommodate a wide range of manufacturing, assembly, processing, warehousing and office/research activities, both as individual users and in a business park setting. New development and redevelopment in this District shall focus on providing sufficient setbacks, and adequate landscaping and buffering from adjacent nonindustrial uses and public rights-of-way. Outdoor storage and loading, and other outdoor activities, shall be adequately screened.*

A “Recreational Cannabis Dispensing Organization” is a specific type of retail use that serves customers. Retail uses are not identified in the purpose statement for the M-2 District. The M-2 district is intended to accommodate “manufacturing, assembly, processing, warehousing and office/research activities.” “Retail Sales” uses are permitted only in Business and Mixed Use districts. The only Retail Uses permitted in the M-2 district are “Heavy Retail and Service” uses which are more appropriate to locate in manufacturing districts, rather than business and mixed-use districts, because they are primarily intended to serve contractors or wholesale customers.

The M-2 district permits “Medical Cannabis Dispensing Organization”. However, a “Medical Cannabis Dispensing Organization” use only permits the sale of products for medical purposes to Medical Cannabis Patients that are registered with the State of Illinois, and does not allow for the sale to the general public as a retail product.

3. Whether the proposed amendment corrects an error or omission, adds clarification to existing requirements, is more workable than the existing text, or reflects a change in policy.

Not applicable.

4. The extent to which the proposed amendment would be in the public interest and would not serve solely the interest of the applicant.

The General Amendment is not in the public interest as it would allow for a use that is inconsistent with the purpose and intent of the M-2 zoning district. The City has already identified “Recreational Cannabis Dispensing Organization” as a Special Use in the BC Community Business and BR Regional Business zoning districts.

The General Amendment is proposed by an applicant that also submitted a Special Use application to establish a “Recreational Cannabis Dispensing Organization” in the M-2 District.

5. The extent to which the proposed amendment creates nonconformities.

Not applicable.

6. The implications of the proposed amendment on all similarly zoned property in the City.

If approved, a Special Use for a “Recreational Cannabis Dispensing Organization” could be requested for other properties within the M-2 Limited Manufacturing District.

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IIC3

Title:	Motion to approve An Ordinance Amending Title 17 of the St. Charles Municipal Code Entitled “Zoning”, Ch. 17.16 “Office/Research, Manufacturing and Public Lands Districts”, Table 17.16-1 “Permitted and Special Uses” to add Recreational Cannabis Dispensing Organization as a Special Use in the M-2 Limited Manufacturing District <i>(Approve the General Amendment)</i>
Presenter:	Rita Tungare

Meeting: City Council Date: May 18, 2020

Proposed Cost: N/A Budgeted Amount: N/A Not Budgeted: **Executive Summary** *(if not budgeted please explain):***Background:**

On March 9, 2020 the P&D Committee voted on a motion to approve a General Amendment to the Zoning Ordinance proposing to add “Recreational Cannabis Dispensing Organization” as a Special Use in the M-2 Limited Manufacturing zoning district. The motion to approve failed by a vote of 4-5.

At the April 6, 2020 City Council meeting, ordinances for denial of the General Amendment and Special Use applications were placed on the agenda for action. No final action was taken on the ordinances. Instead, the City Council granted a 90-day extension requested by Healthway Services of West Illinois, LLC to allow for additional review of both the General Amendment and Special Use applications. Both applications were referred back to P&D Committee for review.

Information on the General Amendment application has been posted in the meeting packet for the Special P&D Committee meeting on 5/18/2020.

Attached Ordinance:

Staff has prepared an ordinance for approval of the General Amendment. Findings included in the ordinance were provided by the applicant in the General Amendment application.

(The applicant, Healthway Services of West Illinois, LLC, also submitted an application for Special Use to establish a Recreational Cannabis Dispensing Organization (Zen Leaf) at 3714 Illinois Ave. in the M-2 District. Approval of this General Amendment would be required in order for the Special Use application to be approved.)

Attachments *(please list):*

Ordinance

Recommendation/Suggested Action *(briefly explain):*

Motion to approve An Ordinance Amending Title 17 of the St. Charles Municipal Code Entitled “Zoning”, Ch. 17.16 “Office/Research, Manufacturing and Public Lands Districts”, Table 17.16-1 “Permitted and Special Uses” to add Recreational Cannabis Dispensing Organization as a Special Use in the M-2 Limited Manufacturing District.

City of St. Charles, IL
Ordinance No. 2020-Z-_____

**An Ordinance Amending Title 17 of the St. Charles Municipal Code Entitled
“Zoning”, Ch. 17.16 “Office/Research, Manufacturing and Public Lands
Districts”, Table 17.16-1 “Permitted and Special Uses” to add Recreational
Cannabis Dispensing Organization as a Special Use in the M-2 Limited
Manufacturing District**

WHEREAS, on or about October 28, 2019, Healthway Services of West Illinois, LLC (“the Applicant”) filed a petition for General Amendment to amend Title 17 of the St. Charles Municipal Code, the Zoning Ordinance of the City of St. Charles, regarding adding “Recreational Cannabis Dispensing Organization” as a Special Use in the M-2 Limited Manufacturing District; and,

WHEREAS, Notice of Public Hearing on said petition was published on or about November 2, 2019 in a newspaper having general circulation within the City, to-wit, the Daily Herald newspaper, as required by the statutes of the State of Illinois and the ordinances of the City; and,

WHEREAS, pursuant to said Notice, the Plan Commission conducted a public hearing on or about November 19, 2019 and December 3, 2019, on said petition in accordance with the statutes of the State of Illinois and the ordinances of the City; and,

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

WHEREAS, the Plan Commission recommended approval of said petition on or about December 17, 2019; and,

WHEREAS, the Planning & Development Committee of the City Council reviewed said petition on or about January 13, 2020, February 20, 2020, and March 9, 2020; and,

WHEREAS, on or about March 9, 2020, the Planning & Development Committee of the City Council voted on a motion to recommend approval of said General Amendment petition, which said motion failed; and,

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

WHEREAS, on or about April 6, 2020, the City Council of the City of St. Charles granted a 90-day extension requested by the Applicant to allow for additional review of the General Amendment application.

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

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

2. The findings attached hereto and incorporated herein as Exhibit “A” are expressly adopted by the corporate authorities of the City.

3. That Title 17, “Zoning”, Chapter 17.16 “Office/Research, Manufacturing and Public Lands Districts”, Table 17.16-1 “Permitted and Special Uses” of the St. Charles Municipal Code is hereby amended by adding a new row for “Recreational Cannabis Dispensing Organization”, to be listed as a Special Use in the M-2 Limited Manufacturing District, under the subcategory “Professional Training Center”, as shown below:

TABLE 17.16-1 OFFICE/RESEARCH, MANUFACTURING AND PUBLIC LANDS PERMITTED AND SPECIAL USES					
P=Permitted Use S=Special Use A=Permitted Accessory Use SA=Special Use, Accessory Only	ZONING DISTRICT				SPECIFIC USE STANDARDS
	O-R	M-1	M-2	PL	
RETAIL AND SERVICE USES					
Recreational Cannabis Dispensing Organization			S		Section 17.20.030

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

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 18th day of May 2020.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 18th day of May 2020.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 18th day of May 2020.

Raymond P. Rogina, Mayor

Attest:

City Clerk/Recording Secretary

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

EXHIBIT “A”

FINDINGS FOR GENERAL AMENDMENT

1. **The Consistency of the proposed amendment with the City’s Comprehensive Plan.**

The proposed amendment to allow Recreational Cannabis Dispensing Organizations as a Special Use in M2 district supports the following objectives for Industrial Areas found in Chapter 3 of the Comprehensive Plan.

- a. Industrial Objectives #1 – “Industrial Areas Objective #1 - “Preserve the integrity of the industrial park by preventing the encroachment of businesses or land uses that could impact the long term viability of industrial areas. Parking needs, traffic issues, and potential impacts to existing or future industrial business operations should be considered when uses such as entertainment or recreational uses, community facilities, schools, places of worship, etc. locate in industrial areas.”
 - i. The City has approved Medical Cannabis Dispensing Organizations as a permitted use in the M2 district. Recreational Cannabis Dispensing Organizations are a comparable retail use in all material respects to Medical Cannabis Dispensing Organizations. Therefore, it has been determined that these retail uses do not encroach on businesses or land uses or the long-term viability of industrial areas. Parking needs will be met based on the standards for Recreational Cannabis Dispensing Organizations as approved by the City of St. Charles. Traffic issues and potential impacts to existing or future industrial business operations will be considered via the Special-use process.
- b. Industrial Areas Objective #2 - “Establish and maintain regular lines of communication with industrial property owners and businesses.”
 - i. By approving the General Text Amendment to allow Recreational Cannabis Dispensing Organizations, subject to the Special-use process, the City is establishing lines of communication with industrial property owners and businesses as well as members of the general public. The public hearing process as a condition to granting a special use will allow comments from City officials, stakeholders, and all other member of the public, to speak in a public forum to support, object, or speak in any other manner regarding the proposed amendment.
- c. Industrial Areas Objective #8 – “Ensure that all uses are effectively screened from adjacent properties and public rights-of-way, through the use of landscaping and fencing.”
 - i. As a comparable retail use to Medical Cannabis Dispensing Organizations, permitted in the M2 district, the City has already established a level of landscaping and screening that it has deemed sufficient for Recreational Cannabis Dispensing Organizations. By approving the General Text Amendment to allow Recreational

Cannabis Dispensing Organizations, subject to the Special-use process, the City can enforce design standards found in the City's Ordinance Chapter 17.26 – Landscaping and Screening to ensure that all proposed Recreational Cannabis Dispensing Organizations are adequately screened from adjacent properties and public rights-of-way through the use of landscaping and other screening mechanisms.

- d. Economic Development Goal #2 – “Work with the City’s economic development partners to maintain and strengthen a diverse tax base through the attraction, retention, and expansion of businesses in the City.”
 - i. Based on its compatibility to Medical Cannabis Dispensing Organizations, an approved use in the M2 district, the applicant is seeking a General Text Amendment to add Recreational Cannabis Dispensing Organizations as a Special-use in the M2 district. The addition of Recreational Cannabis Dispensing Organizations as an approved use in the City, as a result of a state act, will further strengthen and diversify the city’s tax base by introducing a new use to an area where a comparable use is already permitted.

2. The Consistency of the proposed amendment with the intent and general regulations of this Title.

The proposed amendment supports the following purpose statements listed in Ch. 17.02 of the Zoning Ordinance.

- a. “Maintaining businesses and industrial areas that are attractive and economically viable.”
 - i. Recreational Cannabis Dispensing Organizations provide opportunity for new economic activity within a newly established industry as a result of a state act. Based on its compatibility to Medical Cannabis Dispensing Organizations, approved as a permitted retail use in the M2 district, Recreational Cannabis Dispensing Organizations should be allowed to extend this opportunity to the M2 district subject to Special-use.
- b. “Promoting the public health, safety, comfort, convenience and general welfare.”
 - i. The Special-use process ensures opportunity to address public health, safety, comfort, convenience, and general welfare concerns via the public hearing process. In addition, approval of Recreational Cannabis Dispensing Organizations in the M2 district require that the proposed use meet a minimum of 250 feet separation from a parcel containing a pre-existing Primary or Secondary School, Private Boarding School, Day Care Center, Day Care Home, or other residential zoning parcels and enforcement of strict rules banning on-site consumption.
- c. “Implementing the goals and objectives of the St. Charles Comprehensive Plan.”

- i. The proposed amendment promotes Industrial Areas Objective #1, Industrial Areas Objective #2, Industrial Areas Objective #8, and Economic Development Goal #2 as demonstrated in Findings of Fact –General Text Amendment #1, above.

3. Whether the proposed amendment corrects an error or omission, adds clarification to existing requirements, is more workable than the existing text, or reflects a change in policy.

- a. The proposed amendment aligns the Title with the State of Illinois Cannabis Regulation and Tax Act. It reflects a change in City policy to add Recreational Cannabis Dispensing Organization as a Special-use in M2 district based on its compatibility to the permitted retail use of Medical Cannabis Dispensing Organizations and in response to the State Act. The proposed amendment will also be subject to new use standards that were adopted by the City for Recreational Cannabis Dispensing Organizations.
- b. After the City amended its Zoning Ordinance to allow Recreational Cannabis Dispensary Organizations to relocate to a BR or BC Zoning District, the State of Illinois promulgated rules that existing medical cannabis dispensaries could not relocate and offer recreational cannabis. This general text amendment reflects a change in policy of the State of Illinois governing Recreational Cannabis Dispensary Organizations. It would also allow St. Charles to limit the amount of dispensaries operating in the City to the intended two instead of three dispensaries (one medical and two recreational).

4. The extent to which the proposed amendment would be in the public interest and would not serve solely the interest of the applicant.

- a. Public Interest Statement #1 – The proposed amendment could allow for regional economic activity related to a newly established industry while limiting it in a way as to minimize potential impacts on the community.
 - i. Recreational Cannabis Dispensing Organizations was recently approved as a special use in the BC and BR Districts and was determined in the public interest as it provided regional economic activity to a newly established industry. The newly established industry of Recreational Cannabis Dispensing Organizations is comparable to Medical Cannabis Dispensing Organizations which are already allowed as a permitted use in the M2 district. Therefore, based on the compatibility between the proposed use and the existing use already permitted in the M2 district, it is reasonable to state that public benefits of allowing for regional economic activity related to a newly established industry would also apply to locations in the M2 district. In addition, the similar limiting factors such as a minimum separation requirement to “sensitive uses” and strict conformance banning on-site consumption are proposed to remain in place in order to minimize potential impacts on the community and preserve public interests.

- b. Public Interest Statement #2 – The special use review process will allow for public discussion of any Recreational Cannabis Dispensing Organization seeking to locate in St. Charles.
 - i. The special use review process is a benefit to public interest as it outlines a specific process and standards for the review and approval of proposed development. All special uses are subject to a public hearing where residents, land owners, and other City stakeholders are permitted to express their own concerns and interests in a public forum.
- c. Public Interest Statement #3 – The proposed ordinance would expand the sale of cannabis from solely medical patients to include adult-users thereby increasing the tax base for the public.
 - i. Medical Cannabis Dispensing Organization is a permitted use in the M2 district. Recreational Cannabis Dispensing Organization is a comparable retail use therefore should be allowed in the M2 district. Making a product available to a larger group of consumers will reasonably result in increased sales revenues which will in turn result in additional tax revenue to be paid to the City of St. Charles via funds that could be used to further public interests in the City.
- d. Public Interest Statement #4 – The amendment has been proposed in response to the State of Illinois Cannabis Regulation and Tax Act based on a comparable use which is already permitted in the M2 district. Providing reasonable zoning regulations consistent with the law is in the public interest.
- e. Public Interest Statement #5 – The amendment would allow both Medical and Recreational Cannabis sales to occur at a single location, which would allow the City to consolidate its resources to address a single location. If this general text amendment is not passed, the St. Charles Zoning Ordinance currently allows for three dispensaries instead of the intended two dispensaries, which would result in the inefficient spread of public resources to accommodate three locations instead of two locations.

5. The extent to which the proposed amendment creates nonconformities.

Per Section 17.20.010 – General use standards of the Zoning Ordinance, “Within the lists of permitted and Special-uses for each zoning district, some uses are specifically named, while others fall within a generic use definition (see Chapter 17.30.) A use that is not specifically listed in a zoning district or overlay and that does not fall within a generic use definition of Chapter 17.30, is prohibited within that district or overlay.” The proposed text amendment would specifically enumerate the “Recreational Cannabis Dispensing Organization” as a Special-use in locations in the City of St. Charles in the M2 district based on the compatibility of the use to Medical Cannabis Dispensing Organizations, which is already a permitted retail use in the district and in response to the State of Illinois Cannabis Regulation and Tax Act. There are no existing Recreational Cannabis Dispensing Organizations in the City; therefore, the proposed amendment will not create any nonconformities.

6. The implications of the proposed amendment on all similarly zoned property in the City.

The proposed text amendment to allow Recreational Cannabis Dispensing Organization as a Special-use will apply to all properties in the M2 Limited Manufacturing District, subject to recently adopted use standards. Further, the general text amendment requires that any applicant satisfy the special use requirements to ensure that there will not be adverse implications to similarly zoned property in the City. The proposed uses' compatibility with existing permitted retail uses in the M2 district demonstrate the limited implications of the proposed text amendment on other similarly zoned property in the City.

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IIC5

Title:

Motion to approve An Ordinance Denying a Special Use for a Recreational Cannabis Dispensing Organization in the M-2 Limited Manufacturing District (3714 Illinois Ave. – Zen Leaf St. Charles).
(Deny the Special Use)

Presenter:

Rita Tungare

Meeting: City Council

Date: May 18, 2020

Proposed Cost: N/A

Budgeted Amount: N/A

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

On March 9, 2020, the P&D Committee voted on a motion to approve a Special Use to establish a Recreational Cannabis Dispensing Organization, Zen Leaf, at 3714 Illinois Ave. in the M-2 zoning district. The motion to approve failed by a vote of 4-5.

At the April 6, 2020 City Council meeting, ordinances for denial of the General Amendment and Special Use applications were placed on the agenda for action. No final action was taken on the ordinances. Instead, the City Council granted a 90-day extension requested by Healthway Services of West Illinois, LLC to allow for additional review of both the General Amendment and Special Use applications. Both applications were referred back to P&D Committee for review.

Information on the Special Use application has been posted in the meeting packet for the Special P&D Committee meeting on 5/18/2020.

Approval of a separate General Amendment to the Zoning Ordinance is required in order for this Special Use application to be approved.

The City Attorney has advised that, following City Council action to deny the General Amendment, the Council should take action to deny the Special Use application by a separate ordinance.

Attached Ordinance:

Based on past Committee discussions, staff has prepared an ordinance with findings for denial of the Special Use. The findings are attached as Exhibit B of the ordinance.

Attachments *(please list):*

Ordinance

Recommendation/Suggested Action *(briefly explain):*

Motion to approve An Ordinance Denying a Special Use for a Recreational Cannabis Dispensing Organization in the M-2 Limited Manufacturing District (3714 Illinois Ave. – Zen Leaf St. Charles).

City of St. Charles, Illinois
Ordinance No. 2020-Z-

**An Ordinance Denying a Special Use for a Recreational Cannabis Dispensing
Organization in the M-2 Limited Manufacturing District
(3714 Illinois Ave. – Zen Leaf St. Charles)**

WHEREAS, on or about October 28, 2019, Healthcare Services of West Illinois, LLC (“the Applicant”) filed a petition for Special Use for a Recreational Cannabis Dispensing Organization for the real estate commonly known as 3714 Illinois Ave. and legally described in Exhibit “A”; said Exhibit being attached hereto and incorporated herein (the "Subject Property"), for the purpose of allowing a Recreational Cannabis Dispensing Organization on the Subject Property; and,

WHEREAS, on or about October 28, 2019, the Applicant also filed a petition for General Amendment to amend Title 17 of the St. Charles Municipal Code, the Zoning Ordinance of the City of St. Charles, to add “Recreational Cannabis Dispensing Organization” as a Special Use in the M-2 Limited Manufacturing District, and approval of the petition for Special Use was predicated on and dependent upon the granting of the Petition for General Amendment, and;

WHEREAS, Notice of Public Hearing on said petition for Special Use was published on or about November 2, 2019 in a newspaper having general circulation within the City, to-wit, the Daily Herald newspaper, as required by the statutes of the State of Illinois and the ordinances of the City; and,

WHEREAS, pursuant to said Notice, the Plan Commission conducted a public hearing on or about November 19, 2019, December 3, 2019, and December 17, 2019 on said Special Use petition in accordance with the statutes of the State of Illinois and the ordinances of the City; and,

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

WHEREAS, the Plan Commission recommended approval of said Special Use petition on or about December 17, 2019; and,

WHEREAS, the Planning & Development Committee of the City Council reviewed said petition on or about January 13, 2020, February 20, 2020, and March 9, 2020; and,

WHEREAS, on or about March 9, 2020, the Planning & Development Committee of the City Council voted on a motion to recommend approval of said Special Use petition, which said motion failed; and,

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

WHEREAS, on or about April 6, 2020, the City Council of the City of St. Charles granted a 90-day extension requested by the Applicant to allow for additional review of the Special Use application; and,

WHEREAS, the City Council of the City of St. Charles has denied the petition for General Amendment to add "Recreational Cannabis Dispensing Organization" as a Special Use in the M-2 zoning district.

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

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

2. That passage of this Ordinance shall constitute denial of the petition for a Special Use for a Recreational Cannabis Dispensing Organization, pursuant to Title 17, Chapter 17.04 "Administration", Section 17.04.330.C.2, the City Council finds the requested Special Use, under Item b) Sufficient Infrastructure- That adequate utilities, access roads, drainage and/or necessary facilities are not being provided; Item c) Effect on Nearby Property- That the Special Use will be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted; and Item f) Conformance with Codes- That the proposed Special Use does not conform to all applicable provisions of the St. Charles Municipal Code; and the findings attached hereto and incorporated herein as Exhibit "B" are expressly adopted by the corporate authorities of the City.

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

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 18th day of May 2020.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 18th day of May 2020.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 18th day of May 2020.

Raymond P. Rogina, Mayor

Ordinance No. 2020-Z-

Page 3

Attest:

Charles Amenta, City Clerk

Vote:

Ayes:

Nays:

Absent:

Abstain:

Date: _____

EXHIBIT "A"

UNIT C IN ST CHARLES COMMONS CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOT 1 IN ST. CHARLES COMMONS SUBDIVISION BEING A RESUBDIVISION OF UNIT 1 IN THE "ST CHARLES" ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT IN SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN KANE COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 19, 1999 AS DOCUMENT NUMBER 1999K029217; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS SET FORTH IN SAID DECLARATION.

Commonly known as 3714 Illinois Avenue, St. Charles, Illinois

PIN #09-25-401-031

EXHIBIT “B”

FINDINGS OF FACT FOR SPECIAL USE

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

Establishment of a “Recreation Cannabis Dispensing Organization” on the subject property will allow for a general retail sales use on a property that was designed and intended to function as a multi-tenant industrial/office/warehouse development. The site is not designed to accommodate the increased customer traffic volume and circulation associated with a retail business. Customer traffic projections for this type of business are not well established and are difficult to predict.

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

Establishment of “Recreation Cannabis Dispensing Organization” on the subject property will allow for a general retail sales uses on a property that was designed and intended to function as a multi-tenant industrial/office/warehouse development. The site is a condominium unit that shares a common parking lot with other condominium units that are occupied by a variety of uses. Other condominium owners within the development will be impacted by the increased traffic and customer activity associated with the establishment of a retail use. Testimony was provided by adjoining condominium unit owners and members of the public during the public hearing.

F. Conformance with Codes: That the proposed Special Use conforms to all applicable provisions of the St. Charles Municipal Code and meets or exceeds all applicable provisions of this Title, except as may be varied pursuant to a Special Use for Planned Unit Development.

“Recreation Cannabis Dispensing Organization” is not listed as a Special Use in the M-2 Limited Manufacturing District identified in Chapter 17.16 “Office/Research, Manufacturing and Public Lands Districts”, Table 17.16-1 “Permitted and Special Uses” and as such does not conform to all applicable provisions of the St. Charles Municipal Code.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: IIC6

Title:	Motion to approve An Ordinance Granting Approval of a Special Use for a Recreational Cannabis Dispensing Organization in the M-2 Limited Manufacturing District (3714 Illinois Ave. – Zen Leaf St. Charles). <i>(Approve the Special Use)</i>
Presenter:	Rita Tungare

Meeting: City Council Date: May 18, 2020

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

Background:

On March 9, 2020, the P&D Committee voted on a motion to approve a Special Use to establish a Recreational Cannabis Dispensing Organization, Zen Leaf, at 3714 Illinois Ave. in the M-2 zoning district. The motion to approve failed by a vote of 4-5.

At the April 6, 2020 City Council meeting, ordinances for denial of the General Amendment and Special Use applications were placed on the agenda for action. No final action was taken on the ordinances. Instead, the City Council granted a 90-day extension requested by Healthway Services of West Illinois, LLC to allow for additional review of both the General Amendment and Special Use applications. Both applications were referred back to P&D Committee for review.

Information on the Special Use application has been posted in the meeting packet for the Special P&D Committee meeting on 5/18/2020.

Approval of a separate General Amendment to the Zoning Ordinance is required in order for this Special Use application to be approved.

Attached Ordinance:

Staff has prepared an ordinance for approval of the Special Use. The ordinance includes the following conditions, per the information included in the Special P&D meeting packet (Letter from Attorney Tyler Manic on behalf of Zen Leaf, dated 5/13/20):

1. The Special Use shall terminate two years (24 months) from the date of the Special Use approval by the City Council.
2. The applicant shall put forth its best efforts to update parking lot lighting to meet Illuminating Engineering Society standards for retail parking, recognizing any such lighting improvements would require approval of the St. Charles Commons Condominium Association.
3. Additional security cameras shall be installed to monitor the exterior of the Zen Leaf unit and its parking spaces.
4. Additional signage regarding prohibition of on-site consumption shall be posted.

Indemnification language is also attached to the ordinance as requested by the City Attorney. Zen Leaf would be required to provide an indemnification to the City within 30 days.

Attachments *(please list):*

Ordinance

Recommendation/Suggested Action *(briefly explain):*

Motion to approve An Ordinance Granting Approval of a Special Use for a Recreational Cannabis Dispensing Organization in the M-2 Limited Manufacturing District (3714 Illinois Ave. – Zen Leaf St. Charles).

City of St. Charles
Ordinance No. 2020-Z-_____

An Ordinance Granting Approval of a Special Use for a Recreational Cannabis Dispensing Organization in the M-2 Limited Manufacturing District (3714 Illinois Ave. – Zen Leaf St. Charles)

WHEREAS, on or about October 28, 2019, Healthcare Services of West Illinois, LLC (“the Applicant”) filed a petition for Special Use for a Recreational Cannabis Dispensing Organization for the real estate commonly known as 3714 Illinois Ave. and legally described in Exhibit “A”; said Exhibit being attached hereto and incorporated herein (the "Subject Property"), for the purpose of allowing a Recreational Cannabis Dispensing Organization on the Subject Property; and,

WHEREAS, on or about October 28, 2019, the Applicant also filed a petition for General Amendment to amend Title 17 of the St. Charles Municipal Code, the Zoning Ordinance of the City of St. Charles, to add “Recreational Cannabis Dispensing Organization” as a Special Use in the M-2 Limited Manufacturing District, and approval of the petition for Special Use was predicated on and dependent upon the granting of the Petition for General Amendment, and;

WHEREAS, Notice of Public Hearing on said petition for Special Use was published on or about November 2, 2019 in a newspaper having general circulation within the City, to-wit, the Daily Herald newspaper, as required by the statutes of the State of Illinois and the ordinances of the City; and,

WHEREAS, pursuant to said Notice, the Plan Commission conducted a public hearing on or about November 19, 2019, December 3, 2019, and December 17, 2019 on said Special Use petition in accordance with the statutes of the State of Illinois and the ordinances of the City; and,

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

WHEREAS, the Plan Commission recommended approval of said petition on or about December 17, 2019; and,

WHEREAS, the Planning & Development Committee of the City Council reviewed said petition on or about January 13, 2020, February 20, 2020, and March 9, 2020; and,

WHEREAS, on or about March 9, 2020, the Planning & Development Committee of the City Council voted on a motion to recommend approval of said Special Use petition, which said motion failed; and,

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

WHEREAS, on or about April 6, 2020, the City Council of the City of St. Charles granted a 90-day extension requested by the Applicant to allow for additional review of the Special Use application; and,

WHEREAS, the City Council of the City of St. Charles has approved the petition for General Amendment to add “Recreational Cannabis Dispensing Organization” as a Special Use in the M-2 zoning district.

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

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

2. That passage of this Ordinance shall constitute approval of a Special Use for an a Recreational Cannabis Dispensing Organization with respect to the Subject Property pursuant to the provisions of Title 17 of the St. Charles Municipal Code, as amended, and based upon the Applicant’s petition and the evidence presented at the Public Hearing, the City Council hereby adopts the Findings of Fact for Special Use, set forth in Exhibit “B”, which is attached hereto and incorporated herein.

3. That approval of said Special Use for a Recreational Cannabis Dispensing Organization is subject to substantial compliance with the plans attached hereto and incorporated herein as Exhibit “C”.

4. The Subject Property shall be developed and used only in accordance with all ordinances of the City as now in effect and as hereafter amended, and subject to the following conditions:

- a. The Special Use granted in this Ordinance shall automatically expire twenty-four (24) months from the Effective Date of this Ordinance, without any further action of the City of St. Charles and Healthway Services of West Illinois, LLC, for itself, affiliates, successors and/or assigns, shall (i) thereupon immediately cease to operate the Recreational Cannabis Dispensing Organization, and (ii) hereby waives any and all rights to the continuation of the Special Use granted in this Ordinance, specifically, but without limitation, any right to a hearing.
- b. The applicant shall put forth its best efforts to update parking lot lighting to meet Illuminating Engineering Society standards for retail parking, recognizing any such lighting improvements would require approval of the St. Charles Commons Condominium Association.
- c. Additional security cameras shall be installed to monitor the exterior of the condominium unit and its parking spaces.
- d. Additional signage regarding prohibition of on-site consumption shall be posted.

5. Within 30 days of the Effective Date of this Ordinance, the Applicant shall provide to the City an indemnification in substantial conformance with the language attached hereto and incorporated herein as Exhibit "D".

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

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 18th day of May 2020.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 18th day of May 2020.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 18th day of May 2020.

Raymond P. Rogina, Mayor

Attest:

Charles Amenta, City Clerk

Vote:

Ayes:

Nays:

Absent:

Abstain:

Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION

UNIT C IN ST CHARLES COMMONS CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOT 1 IN ST. CHARLES COMMONS SUBDIVISION BEING A RESUBDIVISION OF UNIT 1 IN THE "ST CHARLES" ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT IN SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN KANE COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 19, 1999 AS DOCUMENT NUMBER 1999K029217; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS SET FORTH IN SAID DECLARATION.

Commonly known as 3714 Illinois Avenue, St. Charles, Illinois

PIN #09-25-401-031

EXHIBIT “B”

FINDINGS OF FACT FOR SPECIAL USE

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

A Recreational Cannabis Dispensing Organization will serve the public convenience at the proposed location (3714 Illinois Avenue) in the following ways:

1. The existing road network, as it is configured provides safe and convenient access to the property. Access occurs off of Illinois Avenue, an east-west, local roadway providing a two-lane cross-section. It extends from Kirk Road a primary arterial road, on the west to Kautz Road, a major collector roadway on the east. Illinois Avenue operates its intersections with Kirk Road and Kautz Road under stop control. The proposed development is expected to have minimal impact on the existing traffic operations of the area roadway network.
2. Adequate parking for the proposed Recreational Cannabis Dispensing Organization will be provided. The City’s parking standards require a minimum of one space for every 4,000 sq. ft. of Gross Floor Area. The minimum required number of spaces per the ordinance is 15 parking spaces. The Applicant has secured a lease of four additional parking spaces bringing the total number of spaces dedicated to the proposed Recreational Cannabis Dispensing Organization use to 17 spaces.
3. Proximity to the Route 64 (Main Street) retail corridor. A comparable land use already operates on the site of the proposed Recreational Cannabis Dispensing Organization and the location is approximately 1/4 mile (5-min walk) away from the Route 64 retail corridor. Sales to adult-use consumers at the site where a comparable use is already safely operating may attract increased customers to the City’s nearby retail areas, therefore the proximity of the proposed location will serve the public’s convenience.
4. Consolidation of Medical and Recreational Cannabis Dispensaries. The public convenience will be further served by consolidating the Medical and Recreational Cannabis Dispensaries into a single location. Unless the Special Use is granted, there will be two cannabis dispensaries (one Medical and one Recreational) located on the east side of St. Charles. By granting this Special Use, the infrastructure and services required for the dispensaries from the public will be consolidated into one location for greater convenience.

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

1. The Access occurs off of Illinois Avenue, an east-west, local roadway providing a two-lane cross-section. It extends from Kirk Road a primary arterial road, on the west to Kautz Road, a major collector roadway on the east. Illinois Avenue operates its intersections with Kirk Road and Kautz Road under stop control. The proposed

development is expected to have minimal impact on the existing traffic operations of the area roadway network.

2. There are no known drainage issues at the site. The proposed Recreational Cannabis Dispensing Operation is comparable to the existing Medical Cannabis Dispensing Organization currently operating on-site. The proposed use will be accommodated with minimal changes to the internal floor plan of the facility. There are no site changes proposed to accommodate the new use; therefore, there will be no change to existing grades or increases to impervious surface which could result in negative effects on area storm water and drainage patterns.
3. Adequate parking facilities have been provided. The City's parking standards require a minimum of one space for every 4,000 sq. ft. of Gross Floor Area. The minimum required number of spaces per the ordinance is 15 parking spaces. The Applicant has secured a lease of four additional parking spaces bringing the total number of spaces dedicated to the proposed Recreational Cannabis Dispensing Organization Use to 17 spaces. Based on the parking analysis completed, a proposed supply of 17 spaces is adequate to accommodate the anticipated parking demand for the proposed Recreational Cannabis Dispensing Organization. Employees will be encouraged to park in the rear spaces to provide convenient customer parking in the front.
4. The site provides adequate access to all utility providers and first responders. Access to the lot occurs off of Illinois Avenue via two, two-way curb cuts for ingress and egress. Existing curb cuts are positioned east and west of the building providing a complete loop around the perimeter of the building.

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

There is a Medical Cannabis Dispensing Organization permitted as of right in the M2 district currently operating at the proposed location. The Medical Cannabis Dispensing Organization is a comparable use, similar in all material respects, to the proposed Recreational Cannabis Dispensing Organization. The City requires a minimum 250-foot separation distances from sensitive uses including pre-existing School, Primary or Secondary, School, Private Boarding, Day Care Center, Day Care Home, or other residential zoning parcels. The proposed special use meets these distance requirements. In addition, the proposed use will continue to strictly enforce rules banning on-site consumption. The proposed Special-use will also continue to comply with all other local and State regulations. These measures and other zoning and use standards, including parking requirements, are in place to ensure that no impacts to the use and enjoyment of other properties, or affect or impairment on property values within the neighborhood occur. Allowing the sale of cannabis to adult-user consumers, on a site where comparable retail uses already occur could result in enhanced property values due to the attraction of new customers to the area and potential consumers of goods and services for other properties proximate to the site of the proposed Special-use.

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

The proposed Special-use is located on a site that is already developed where a comparable retail use (Medical Cannabis Dispensing Organization) is already operating. If the special use is granted, the current operations at the proposed location will not materially change by adding a recreational cannabis use. The City has adopted proposed use standards for Recreational Cannabis Dispensing Organizations and the proposed special use complies with each of the standards. Through compatibility with the existing permitted medical cannabis use and compliance with adopted zoning ordinance use standards, the proposed Special-use will not impede the normal and orderly development or improvement of the surrounding property for uses permitted in the district.

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

Zen Leaf-St. Charles has been operating as a Medical Cannabis Dispensing Organization at 3714 Illinois Avenue since 2015 and during that time “has had minimal impact on police operations in the City of St. Charles” – Chief of Police James Keegan, Memorandum related to Potential Impact of Cannabis Dispensaries on Police Operations, dated July 25, 2019. Based on its compatibility with the Special-use requested, the minimal impact of the existing Medical Cannabis Dispensing Organization on police operations in the City allows police resources to focus on serving the public and protecting its health, safety, comfort, and general welfare.

The proposed Special-use is comparable to the use of Medical Cannabis Dispensing Organization, which is already permitted and operating on site. Safe access is provided via two curb cuts along Illinois Avenue and proposed use standards and parking requirements for the Special-use will be met. Compliance with all local and state laws will be met and strict enforcement banning on-site consumption rules will be enforced. Zen Leaf-St. Charles has demonstrated a high degree of responsibility in operating the existing retail use, compliance with all local and State requirements, and full cooperation with the City and its resources so as to not endanger the public health, safety, comfort or general welfare of those in the community.

Furthermore, the application of sales tax revenue resulting from the proposed Special-use could provide additional funding for the City to allocate towards not only capital improvement projects promoting public safety, but also social programs that will contribute in a positive manner to the general welfare of the public.

The City of St. Charles has adopted specific use standards for the Recreational Cannabis Dispensary Organizations to ensure public health, safety, comfort, and general welfare. This special use satisfies all use standards adopted by the City of St. Charles for Recreational Cannabis Dispensary Organizations. Moreover, the State of Illinois has adopted the most stringent licensing requirements in the United States also to ensure public health, safety, comfort, and general welfare. The proposed special use, by requiring that the Applicant maintain State of Illinois license, will uphold these exacting standards.

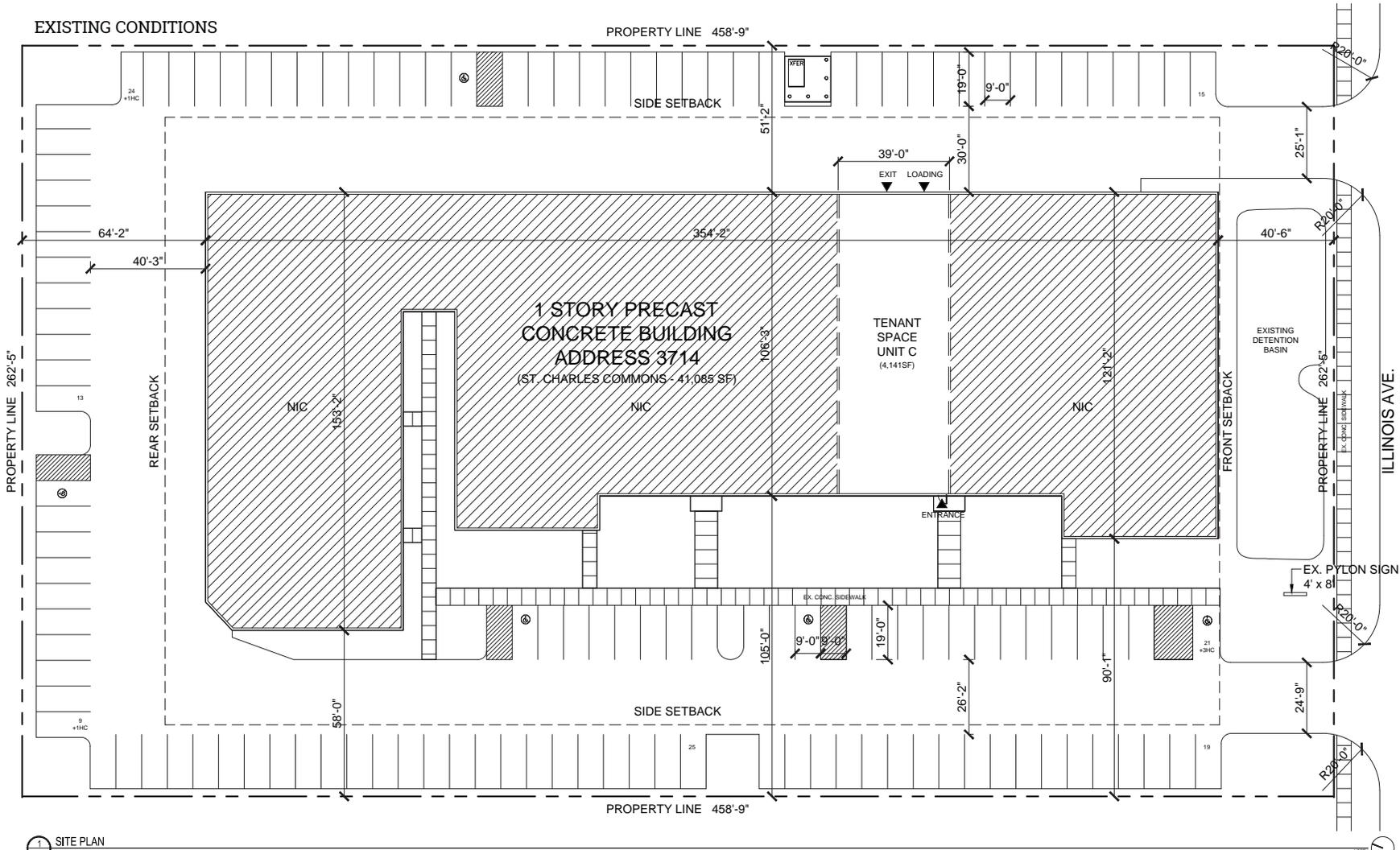
F. Conformance with Codes: That the proposed Special Use conforms to all applicable provisions of the St. Charles Municipal Code and meets or exceeds all applicable provisions of this Title, except as may be varied pursuant to a Special Use for Planned Unit Development.

The proposed Special-use to allow Recreational Cannabis Dispensing Operations meets or exceeds all applicable provisions of this Title.

EXHIBIT "C"

PLANS

EXISTING CONDITIONS



1 SITE PLAN
SCALE: 1/8" = 1'-0"

ZONING INFORMATION:

- 1. SITE PLAN FOR PROPOSED ZEN LEAF DISPENSARY BY VERANO HOLDINGS. - EXISTING SITE, INTERIOR BUILD-OUT ONLY - REQUIREMENT NOT APPLICABLE.
- EXISTING ZONING CLASSIFICATION: M2
- PROPOSED ZONING CLASSIFICATION: M2
- SITE AREA: 2.76 AC (120,374 SF) - EXISTING NOT CHANGING.
- BUILDING HEIGHT: 26' 0" - EXISTING NOT CHANGING.
- PARKING: 126 + SHC = 131 STALLS (9' x 20') - EXISTING NOT CHANGING.
- TENANT SPACE - UNIT C:
 - AREA: 4,141 SF
 - PARKING REQ'D: 3/ 1000 SF = 13 SPACES
 - EXISTING NOT CHANGING.

SITE PLAN REQUIREMENTS:

- 1. GROUND ELEVATION CONTOUR LINES - EXISTING SITE, INTERIOR BUILD-OUT ONLY - REQUIREMENT NOT APPLICABLE.
- 2. LOCATION OF ANY SIGNIFICANT NATURAL FEATURES - EXISTING SITE, INTERIOR BUILD-OUT ONLY - REQUIREMENT NOT APPLICABLE.
- 3. LOCATION OF ANY 100-YEAR RECURRENCE INTERVAL FLOODPLAIN AND FLOODWAY BOUNDARIES - EXISTING SITE, INTERIOR BUILD-OUT ONLY - REQUIREMENT NOT APPLICABLE.
- 4. LOCATION AND CLASSIFICATION OF WETLAND AREAS AS DELINEATED IN THE NATIONAL WETLANDS INVENTORY - EXISTING SITE, INTERIOR BUILD-OUT ONLY - REQUIREMENT NOT APPLICABLE.
- 5. ANY PROVISIONS REQUIRED FOR SCREENING - EXISTING SITE, INTERIOR BUILD-OUT ONLY - REQUIREMENT NOT APPLICABLE.
- 6. EXTERIOR LIGHTING PLANS SHOWING:
 - LOCATION, HEIGHT, INTENSITY AND FIXTURE TYPE OF ALL PROPOSED EXTERIOR LIGHTING - EXISTING SITE, INTERIOR BUILD-OUT ONLY - REQUIREMENT NOT APPLICABLE.
 - PHOTOMETRIC INFORMATION PERTAINING TO LOCATIONS OF PROPOSED LIGHTING FIXTURES - EXISTING SITE, INTERIOR BUILD-OUT ONLY - REQUIREMENT NOT APPLICABLE.

FOR INFORMATION ONLY NOT FOR PERMIT OR CONSTRUCTION

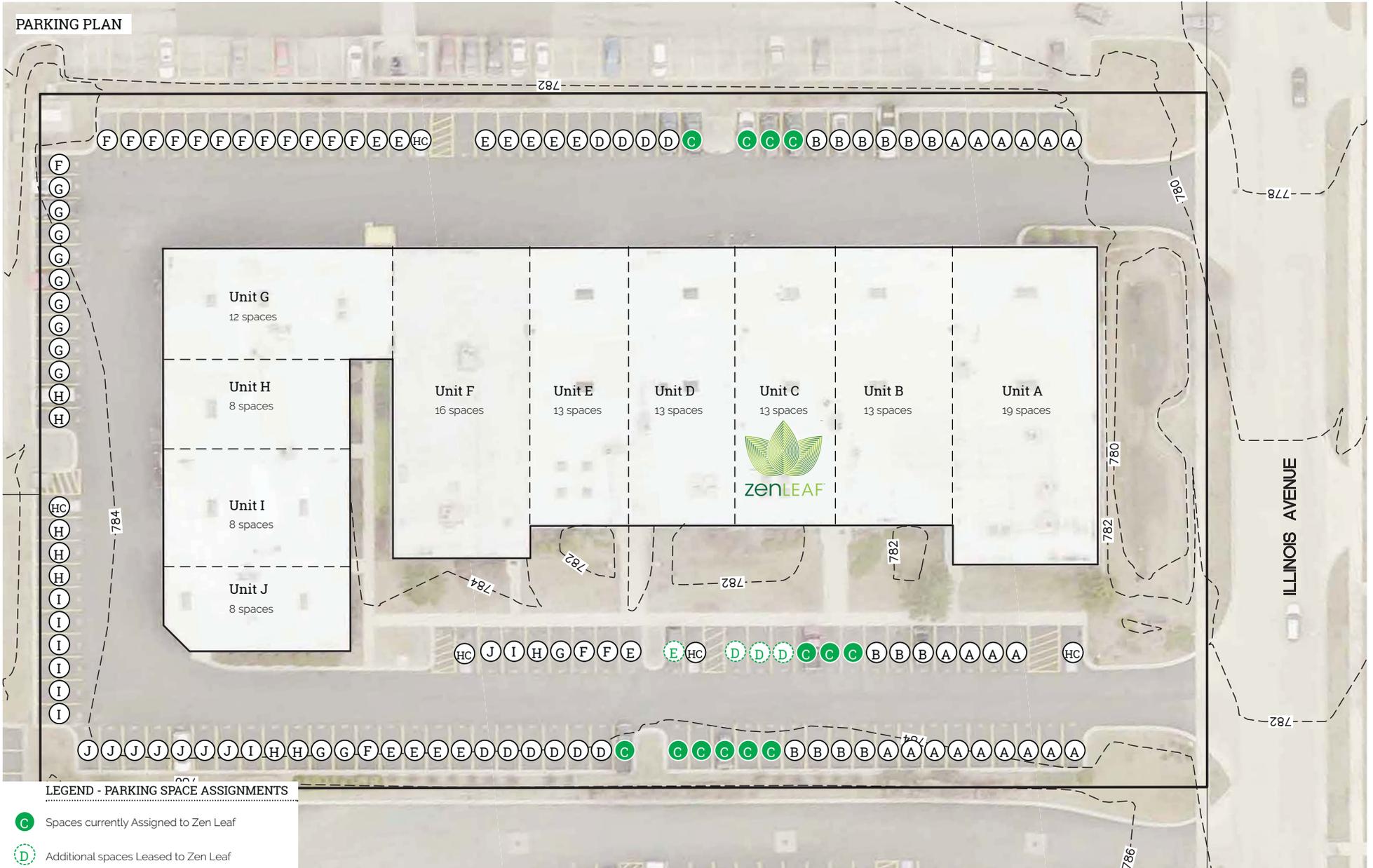
Project: VERANO HOLDINGS / ZEN LEAF DISPENSARY
 Location: 3714 ILLINOIS AVE., UNIT C, ST. CHARLES, IL 60174
 Drawing Title: SITE PLAN
 Drawing No: A101
 Issue No: 19-030.00
 Date: 10-25-2019
 Information



15 OCT 2019 ISSUED FOR INFORMATION
 9 East 24th St., Chicago, Illinois 60616
 1-312-818-2000 | www.collectiveoffice.com



PARKING PLAN



LEGEND - PARKING SPACE ASSIGNMENTS

- C Spaces currently Assigned to Zen Leaf
- D Additional spaces Leased to Zen Leaf

EXHIBIT “D”

INDEMNIFICATION

A. Indemnification:

West Capital, LLC, for itself, affiliates, successors and assigns (“Zen Leaf”), releases from and covenants and agrees that the City of St. Charles (“City”), its Mayor and Council governing body, officers, employees, agents, including independent contractors (collectively, the “Indemnified Parties”), shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss, damage, claims, demands, suits, costs, expenses (including reasonable attorneys’ fees), actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions, inactions or obligations of Zen Leaf and its officers, employees, agents and/or contractors (or if other persons acting on its behalf or under its direction or control) (“Indemnified Claims”), resulting from, are caused by or in any way related to

- a) the failure of Zen Leaf to comply with any of the terms, covenants or conditions of the Special Use permit; or
- b) any material misrepresentations or omissions of Zen Leaf relating to the Special Use permit which are the result of information supplied or omitted by Zen Leaf or by its agents, employees, contractors or persons acting under the control or at the request of Zen Leaf; or
- c) any claim, cause of action and/or legal proceedings brought by a third party resulting from, caused by, arising out of or in any way related to the City granting the Special Use permit and for the operation of Zen Leaf at 3714 Illinois Avenue, Unit C, St. Charles, Illinois.

The provisions of this Section shall not apply to a loss which arises out of intentional misconduct on the part of the Indemnified Parties seeking indemnification, or a loss or portion thereof, or which arises, in whole or in part, out of gross negligence on the part of such Indemnified Parties, but only to the extent that such Indemnified Parties’ misconduct or gross negligence contributed to the loss, or that the loss is attributable to such Indemnified Parties’ misconduct or negligence.

B. Third Party Litigation:

In the event that any third party or parties institute any legal proceedings against Zen Leaf and/or the City which result from, are caused by or in any way relate to the City’s granting of this Special Use permit, except, however, in the event of the City’s intentional misconduct, or gross negligence, then, in that event, Zen Leaf, on notice from the City to Zen Leaf, the other party shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

- a) neither party shall make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, which would impose any liability on the other party, without the prior approval of that party; and
- b) if the City, in its sole discretion, determines there is, or may probably be, a conflict of interest between the City and Zen Leaf, on an issue of importance to the City having a potentially substantial adverse effect on the City, then the City shall have the option of being represented by its own legal counsel. In the event the City exercises such option, Zen Leaf shall reimburse the City from time to time on written demand from the City and notice of the amount due for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the City in connection therewith.

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IIC7

Title:

Motion to approve an Ordinance Approving and Authorizing the Execution of the Redevelopment Agreement by and between R&B Development, LLC and the City of St. Charles, Kane and DuPage Counties, Illinois (First Street Redevelopment PUD Lot 7, Building #7B)

Presenter:

Rita Tungare

Meeting: City Council

Date: May 18, 2020

Proposed Cost:

Budgeted Amount: N/A

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

On the March 9, 2020, the Planning and Development Committee recommended approval of Redevelopment Agreement with R&B Development, LLC pertaining to First Street Building #7B. for First Street Building #7B. The vote was 8-1.

The Redevelopment Agreement has been finalized and all exhibits attached. There are no changes to the terms of the agreement.

In accordance with the requirements of the state TIF statute, the City published a noticed regarding the intent to transfer the property for development and providing the opportunity for alternate proposals or bids to be submitted. At the April 6, 2020, City Council meeting, it was announced that no alternate proposals or bids were received before the submission deadline.

Attachments (*please list*):

Ordinance

Recommendation/Suggested Action (*briefly explain*):

Motion to approve an Ordinance Approving and Authorizing the Execution of the Redevelopment Agreement by and between R&B Development, LLC and the City of St. Charles, Kane and DuPage Counties, Illinois

City of St. Charles, Illinois
Ordinance No. 2020-M-_____

**An Ordinance Approving and Authorizing the Execution of the
Redevelopment Agreement by and between R&B Development, LLC and the
City of St. Charles, Kane and DuPage Counties, Illinois
(First Street Redevelopment PUD Lot 7, Building #7B)**

WHEREAS, R&B Development, LLC (the “Developer”) desires to enter into a redevelopment agreement (“Redevelopment Agreement”) with the City of St. Charles, Kane and DuPage Counties, Illinois (the “City”) for purposes of acquiring and redeveloping of a portion of the First Street Redevelopment Project Area (the “Redevelopment Area”); and

WHEREAS, on March 21 2020, notice was published providing an invitation to all interested parties to submit alternate proposals to the City on or before 10:00 am., April 3, 2020, for the disposition of the City-owned real property within the Redevelopment Area proposed to be conveyed to the Developer pursuant to the terms of the proposed Redevelopment Agreement by and between the Developer and the City; and

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

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

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

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

1. That the foregoing recital clauses to this Ordinance are adopted as the findings of the Corporate Authorities of the City of St. Charles and are incorporated herein by specific reference.
2. That upon receipt from the Developer of four (4) executed copies of the Redevelopment Agreement, the Mayor is hereby authorized to execute, and the City Clerk is hereby authorized to attest to, the Redevelopment Agreement in substantially the form of such agreement appended to this Ordinance as Exhibit “A,” with such changes therein as shall be approved by the officials of the City executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from and after the execution and delivery of such Redevelopment Agreement.
3. That the officials, officers and employees of the City are hereby authorized to take such further actions and execute such documents as are necessary to carry out the intent and purpose of this Ordinance and of the Redevelopment Agreement.

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

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 18th day of May 2020.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 18th day of May 2020.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 18th day of May 2020.

Raymond P. Rogina, Mayor

ATTEST:

Charles Amenta, City Clerk

Council Vote:

Ayes:

Nays:

Absent:

Abstain:

EXHIBIT "A"

REDEVELOPMENT AGREEMENT

5/7/2020

CITY OF ST. CHARLES
REDEVELOPMENT AGREEMENT
(Lot 7, First Street Redevelopment Project, Building #7B)

This Redevelopment Agreement ("*Agreement*") is entered into this _____ day of _____, 2020 ("*Effective Date*") between R&B Development, LLC, a(n) Illinois limited liability company (the "*Developer*"), and the CITY OF ST. CHARLES, ILLINOIS, an Illinois home rule municipal corporation (the "*City*") (the Developer and the City are collectively referred to as the "*Parties*").

RECITALS:

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

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

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

D. **WHEREAS**, acting pursuant to the Act and after giving all notices required by law and after conducting all public hearings and meetings required by law, the City created a Redevelopment Project Area commonly known as the " Central Downtown TIF Project Area," as amended (the "*Redevelopment Project Area*") by (i) Ordinance No. 2015-M-7, adopted February 17, 2015, approving a Redevelopment Plan and Project, as amended (the "*Redevelopment Plan*"), (ii) Ordinance No. 2015-M-8, adopted February 17, 2015, designating a Redevelopment Project Area, as amended, and (iii) Ordinance No. 2015-M-9, adopted February 17, 2015, confirming Tax Increment Financing for the Project Area, as amended (collectively, the "*TIF Ordinances*"); and

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

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

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

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

I. **WHEREAS**, the Developer proposes to acquire and develop the Redevelopment Property with a three (3) story residential structure, and related streetscape improvements, substantially in conformance with the Final Plans (as hereinafter defined) to be prepared by the Developer and approved by the City and as further described in this Agreement ("*Project*"); and

J. **WHEREAS**, the City and the Developer entered into a certain Memorandum of Understanding, dated February 3, 2020, wherein (i) the City appointed the Developer as the exclusive developer to re-develop the Redevelopment Property, (ii) authorized the Developer to apply for securing any and all necessary entitlement approvals for the Project, and (iii) authorized the negotiation of this Agreement; and

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

L. **WHEREAS**, on March 21, 2020, pursuant to Section 11-74.4-4(c) of the Act, the City published a notice requesting alternate proposals for the redevelopment of the Redevelopment Property and did place a draft of this Agreement on file for review in the Office of the City Clerk; and

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

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

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

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

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

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

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

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

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

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

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

"State" means the State of Illinois.

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

"Uncontrollable Circumstance" means any event which:

(a) is beyond the reasonable control of and without the fault of the Party relying thereon; and

(b) is one or more of the following events:

(i) A Change in Law;

(ii) Insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, fire, nuclear incident, war or naval blockade;

(iii) Epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary or ordinary weather conditions or other similar act of God;

(iv) Third party litigation challenging the authority of the TIF Ordinances or the effectiveness of this Agreement;

(v) Governmental condemnation or taking or unreasonable delay in reviewing and issuing applicable permits;

(vi) Strikes or labor disputes, or work stoppages not initiated by the Developer;

(vii) Shortage or unavailability of essential materials, which materially change the ability of the Party relying thereon to carry out its obligations under this Agreement;

(viii) Unknown or unforeseeable geo-technical or adverse environmental conditions or environmental regulatory action regarding the Project;

(ix) Major environmental disturbances;

(x) Vandalism; or

(xi) Terrorist acts.

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

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

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

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

A. Definitions include both singular and plural.

B. Pronouns include both singular and plural and cover all genders.

C. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

D. Headings of Sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

E. All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement.

F. Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be in writing whether or not a writing is specifically mentioned in the context of use.

G. The City Administrator, or the City Administrator's designee, unless applicable law requires action by the corporate authorities, shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the City and with the effect of binding the City as limited by and provided

for in this Agreement. The Developer and the City are entitled to rely on the full power and authority of the Persons executing this Agreement on behalf of the Developer and the City as having been properly and legally given by the Developer or the City, as the case may be.

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

4. DEVELOPMENT OF THE REDEVELOPMENT PROPERTY.

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

Section 4.2. Construction of Public Improvements. Subject to the conditions and terms set forth in this Agreement, the City approves and designates the Developer to construct those public improvements, as represented on the Final Plans and more fully described on Exhibit D, attached hereto and made a part hereof ("*Public Improvements*"). The Final Plans, together with all general engineering plans for the Project, shall depict all Public Improvements, including but not limited to utility improvements, curbs and gutters, sidewalks, and streetscape, all as required and approved by the City. Prior to issuance of the first permit for construction of the Project, the Developer and City shall mutually agree on the final scope and not-to-exceed cost of the Public Improvements. All Public Improvements shall be constructed and/or installed in accordance with the Final Plans and the City Code as it exists at the time of filing of the application for the permit for the issuance of the building permit for the Project. The Developer in construction of all Public Improvements shall follow such procedures as shall be required by the City Code. Upon completion by Developer and, within thirty (30) days after acceptance by the City, of the Public Improvements, the City shall reimburse the Developer for the actual cost of the Public Improvements, as evidenced by supporting general and owner's sworn statements, accompanied

by all supporting paid receipts, lien waivers and/or certified payroll, plus a five (5%) percent management fee and four (4%) percent general conditions fee.

5. CITY REDEVELOPMENT PROPERTY CONVEYANCE.

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

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

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

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

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

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

C. Developer's Right to Terminate. The Developer shall have the right to terminate this Agreement upon notification to the City on or prior to the termination of

the Inspection Period that, in the Developer's sole discretion, the results of the Investigations are not satisfactory to the Developer.

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

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

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

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

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

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

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

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

B. An Affidavit of Title and ALTA Statement;

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

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

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

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

G. In the event of a failure to close the sale of the Redevelopment Property on or before the earlier of December 31, 2020 or thirty (30) days after the satisfaction of the latest to occur of the Closing Contingencies, whichever is earlier, either Party shall, by written notice to the other, have the right to terminate this Agreement.

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

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

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

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

Section 5.9. City Reports. To the best of its knowledge, the City has delivered or made available to the Developer copies, if any, of all environmental reports, studies or other information relating to the Redevelopment Property that the City has in its files, if any (the "Reports"). The City makes no warranties or representations regarding the contents of such Reports. The Developer hereby unconditionally and irrevocably waives and releases the City from and against any liability or claim related to the Reports and the accuracy or completeness of

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

6. Intentionally Omitted.

7. DEVELOPER COMMITMENTS, COVENANTS, REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS. In consideration of the City's substantial

commitment to the redevelopment of the Redevelopment Property and its commitments contained in this Agreement, the Developer agrees, represents, warrants and covenants with and to the City as follows and elsewhere in this Agreement:

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

Section 7.2. Construction of the Project.

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

B. To the extent required and permitted by law, the Developer shall comply with the Prevailing Wage Act (for purposes of this Section, the "Prevailing Wage Act") of the State of Illinois, 820 ILCS 130/0.01 *et seq.*, as amended. The Developer agrees to indemnify, hold harmless, and defend the City, its governing body members, officers, and agents, including independent contractors, consultants and legal counsel, servants and employees thereof ("Indemnified Parties") against all loss, cost, damage, judgments, awards, fines or interest sustained by the Indemnified Parties resulting from any regulatory actions, complaints, claims, suits, liabilities, liens, judgments, including reasonable attorneys' fees, to the extent caused by noncompliance with the Prevailing Wage Act, including, but not limited to a complaint by the Illinois Department of Labor under Section 4(a-3) of the Act, 820 ILCS 130/4(a-3). The indemnification obligations of this Section on the part of the Developer shall survive the termination or expiration of this Agreement. In any such claim, complaint or action against the Indemnified Parties, the Developer shall, at its own expense, appear, defend and pay all charges of reasonable attorney's fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith.

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

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

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

F. In the event the Developer elects to park and stage construction equipment, materials and vehicles other than on the Redevelopment Property, the City shall have the right to reasonably approve such locations. The Developer shall stage its construction of the Project to avoid to the fullest extent possible any such community disruption. During construction, the Developer shall on a daily basis keep all streets immediately adjacent to the Project free of any construction-related debris.

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

A. The Developer hereby represents and warrants that it is an Illinois limited liability company duly organized and existing and in good standing under the laws of the State of Illinois, and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement. The Developer is solvent, able to pay its debts as they mature and financial able to perform all the terms of this Agreement. To the Developer's knowledge, there are no actions at law or similar proceedings which are pending or threatened against the Developer which would result in any material and adverse change to the Developer's financial condition, or which would materially and adversely affect the level of the Developer's assets as of the date of this Agreement or that would materially and adversely affect the ability of the Developer to proceed with the construction and development of the Project. The Developer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as an Illinois limited liability company, so long as the Developer has any obligations pursuant to the terms of this Agreement. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by Developer of this Agreement.

B. Developer hereby represents and warrants that neither the execution and delivery of this Agreement by the Developer, the consummation of the transactions contemplated hereby by the Developer, nor the fulfillment of or compliance with the terms and conditions of this Agreement by the Developer conflicts with or will result in a

breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of the Developer (with the Developer's prior written approval), any organizational documents, any restriction, agreement or instrument to which the Developer or any of its partners or venturers is now a party or by which the Developer or any of its partners or its venturers is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of the Developer, any related party or any of its venturers under the terms of any instrument or agreement to which the Developer, any related party or any of its partners or venturers is now a party or by which the Developer, any related party or any of its venturers is bound.

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

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

E. The Developer represents and warrants that it shall comply in all material respects with all terms, provisions and conditions, and that it shall not permit a continuing default, beyond periods of cure and grace, to exist under any document or agreement relating to the Project or the financing and development of the Project, including but not limited to this Agreement, and all agreements and documentation executed and delivered in connection with any financing or loans for the Project, to the extent that such default would have a material adverse effect on the construction, development and opening of the Project.

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

G. The Developer hereby represents and warrants that no officer, member, manager, stockholder, employee or agent, or any other Person connected with the Developer, has knowingly made, offered or given, either directly or indirectly, to any member of the corporate authorities, or any officer, employee or agent of the City, or any

other Person connected with the City, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her capacity with the City, to the extent prohibited under applicable law.

H. The Developer hereby represents and warrants that, as of the date of this Agreement, the cost of the Project is anticipated to be not less than \$4,437,453.70, pursuant to and as estimated by the Project Budget, pursuant to Exhibit E, attached hereto and made a part hereof.

I. The Developer hereby covenants and agrees to promptly pay or cause to be paid as the same become due, any and all taxes and governmental charges of any kind that may at any time be lawfully finally assessed and payable with respect to the Project and/or the Redevelopment Property. Following substantial completion of the Project and at all times when the TIF Ordinances shall be in effect for the Redevelopment Property, the Developer, its successors and assigns, agrees that it will not protest, object to or otherwise (i) petition for a reduction to any real estate tax assessment attributable to the Redevelopment Property and/or Project in any manner that would reduce the assessed value of the Redevelopment Property and/or Project for real estate tax years through and including December 31, 2038, or (ii) seek a refund of the general *ad valorem* real estate taxes attributable to the Redevelopment Property and/or Project for real estate tax years through and including December 31, 2038. Notwithstanding the foregoing, in the event the assessed valuation of the Redevelopment Property and/or Project is (i) materially inconsistent with similarly situated property or (ii) increases more than ten (10%) percent in any calendar tax year, the Developer may, upon prior notice to and written consent from the City, protest the assessed value of the Redevelopment Property and/or Project.

J. In accordance with Illinois law, 50 ILCS 105/3.1, simultaneously with the execution of this Agreement by the Parties, the Developer or an authorized managing member thereof shall submit a sworn affidavit to the City disclosing the identity of every owner and beneficiary who has any interest, real or personal, in the Project, and every shareholder entitled to receive more than 7 ½ % of the total distributable income of any corporation after having obtained such an interest in the Project or, alternatively, if a corporation's stock is publicly traded, a sworn affidavit by an officer of the Developer or its managing agent that there is no readily known individual who has a greater than 7 ½% interest, real or personal, in the Developer or the Project. The sworn affidavit shall be substantially similar to the one described in Exhibit F, attached hereto and made a part of this Agreement. Said affidavit shall be updated, as necessary.

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

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

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

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

9. INSURANCE.

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

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

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

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

(iii) *Automobile Liability Insurance.* Commercial Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles, including the loading and unloading thereof, with limits not less than \$1,000,000.00 combined

single limit per occurrence for bodily injury and property damage. The City is to be named as an additional insured on a primary, non-contributory basis.

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

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

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

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

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

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

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

(iv) Specifically name Developer and City named insureds.

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

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

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

10. INDEMNIFICATION AND LIMITATION OF LIABILITY.

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

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

11. EVENTS OF DEFAULT AND REMEDIES.

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

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

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

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

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

E. The Developer abandons the Project on the Redevelopment Property. Abandonment shall be deemed to have occurred when work stops on the Redevelopment Property for more than thirty (30) consecutive days for any reason other than: (i) Uncontrollable Circumstances, (ii) if the Developer is ahead of its planned construction schedule on the Project Schedule, or (iii) work stoppage caused by an action or inaction of the City that is not in compliance with the terms of this Agreement.

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

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

A. If any representation made by the City in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to

the Developer pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an event of default only if the City does not remedy the default within thirty (30) days after written notice from the Developer.

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

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

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

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

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

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

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

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

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

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

13. MISCELLANEOUS PROVISIONS.

Section 13.1. Cancellation. In the event the Developer or the City shall be prohibited, in any material respect, from performing covenants and agreements or enjoying the rights and privileges herein contained, or contained in the Redevelopment Plan, including the Developer's duty to build the Project, by the order of any court of competent jurisdiction, or in the event that all or any part of the Act or any ordinance adopted by the City in connection with the Project, shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction, or in the event that all or any part of the Act or any ordinance adopted by the City in connection with the Project shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction and such declaration shall materially affect the Redevelopment Plan or the covenants and Agreements or rights and privileges of the Developer or the City, then and in any such event, the Party so materially

affected may, at its election, cancel or terminate this Agreement in whole (or in part with respect to that portion of the Project materially affected) by giving written notice thereof to the other within sixty (60) days after such final decision or amendment. If the City terminates this Agreement pursuant to this Section 13.1, to the extent it is then appropriate, the City, at its option, may also terminate its duties, obligation and liability under all or any related documents and agreements provided. Further, the cancellation or termination of this Agreement shall have no effect on the authorizations granted to the Developer for buildings permitted and under construction to the extent permitted by said court order; and the cancellation or termination of this Agreement shall have no effect on perpetual easements contained in any recorded, properly executed document.

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

If to City:	City of St. Charles Attn: City Administrator Two East Main Street St. Charles, Illinois 60174 mkoenen@stcharlesil.gov
With a copy to:	Nicholas S. Peppers Storino, Ramello & Durkin 9501 West Devon Avenue, Suite 800 Rosemont, Illinois 60018 npeppers@srd-law.com
If to Developer:	Robert Rasmussen R&B Development, LLC 409 Illinois Avenue, Unit 1D St. Charles, Illinois 60174 Bob@midwestcustomhomes.com
With a copy to:	R. Gregory Earl III 17 North Sixth Street Geneva, IL 60134

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately

following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (d) shall be deemed received forty-eight (48) hours following deposit in the mail.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 13.17. Term. The provisions of this Agreement shall run with and bind the Redevelopment Property and shall inure to the benefit of, be enforceable by, and obligate the City, the Developer, and any of their respective grantees, successors, assigns and transferees,

including all successor legal or beneficial owners of all or any portion of the Redevelopment Property commencing with the Effective Date and expiring upon December 31, 2041, being three (3) years following the expiration of the Redevelopment Project Area ("*Term*").

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

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

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

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

Section 13.22. Termination. Each party shall be solely responsible, and each party hereby waives any claims against the other, for any and all costs and expenses incurred as a

result of negotiating and entering into this Agreement and the undertakings associated therewith, including but not limited to the zoning entitlements resulting in the Final Plans.

[SIGNATORY PAGE FOLLOWS IMMEDIATELY]

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

CITY:

CITY OF ST. CHARLES,
An Illinois municipal corporation

ATTEST:

By: _____
City Clerk

By: _____
Mayor

[CITY SEAL]

DEVELOPER:

R&B Development, LLC,
An Illinois limited liability company

By: _____
_____,
its _____

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
)
COUNTY OF COOK)

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

Given under my hand and official seal, this ____ day of _____, 2020.

Notary Public

STATE OF ILLINOIS)
)
COUNTY OF COOK)

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

Given under my hand and official seal, this ____ day of _____, 2020.

Notary Public

INDEX OF EXHIBITS

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

EXHIBIT A
LEGAL DESCRIPTION OF REDEVELOPMENT PROPERTY

LOT 7 OF PHASE I FIRST STREET REDEVELOPMENT SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 27 AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 29, 2007 AS DOCUMENT 2007K035551.

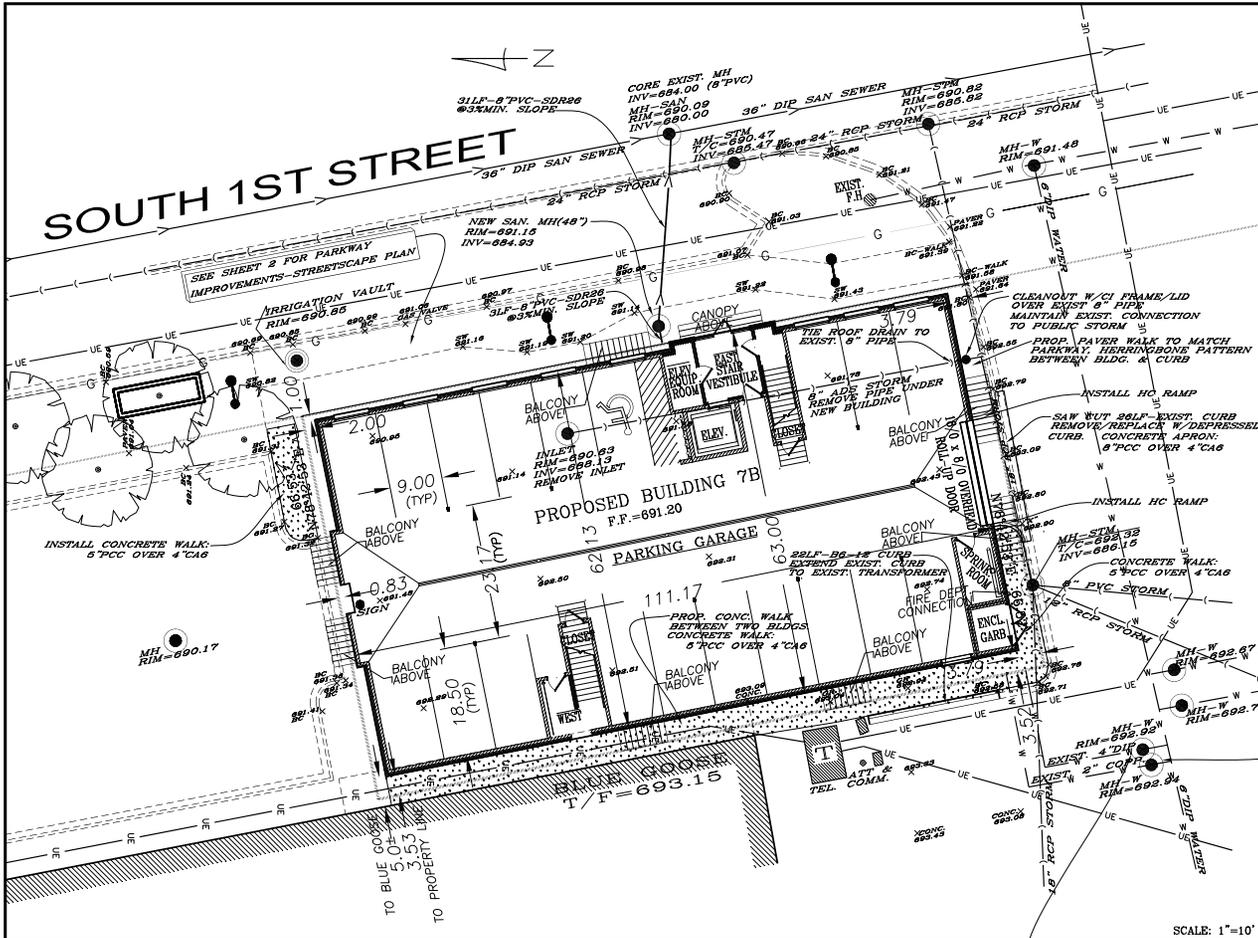
PIN 09-34-132-021

(Commonly known as First Street Redevelopment- Building #7B lot located on the west side of S. First St. between Indiana St. and Cobblestone Dr., St. Charles, IL, 60174.)

EXHIBIT B
APPROVED PUD PLANS

- Site Engineering and Streetscape Plan prepared by County Engineers Inc.; revised 4/30/2020 (3 pages)
- Rendering, Elevations and Floorplan prepared by Marshall Architects (7 pages)

SOUTH 1ST STREET



CITY OF ST. CHARLES NOTES

1. ALL OPEN DISTURBED AREAS SHALL BE SODED OVER A MINIMUM OF 6" OF TOP SOIL UNLESS OTHER LANDSCAPING METHODS ARE APPROVED ON THE LANDSCAPING PLAN.
2. ALL CONDUIT OR PIPE CONSTRUCTED UNDER EXISTING OR PROPOSED PAVED SURFACES AND WALKS SHALL BE BACKFILLED WITH GRANULAR BACKFILL THOROUGHLY COMPACTED IN ACCORDANCE WITH THE SPECIFICATIONS. GRANULAR BACKFILL IS ALSO REQUIRED WITHIN 3' OF PAVED SURFACES.
3. ALL PAVING, SIDEWALK, AND EXCAVATION WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) AND THE CITY OF ST. CHARLES STANDARD DETAILS, CODES AND REQUIREMENTS.
4. ALL SEWER AND WATER MAIN WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS AND CITY OF ST. CHARLES CONSTRUCTION STANDARDS.
5. CONTRACTOR TO GUARANTEE ALL MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR AFTER ACCEPTANCE BY THE CITY.
6. ALL EXISTING UTILITIES OR IMPROVEMENTS, INCLUDING WALKS, CURBS, PAVEMENT AND PARKWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE PROMPTLY RESTORED TO THEIR RESPECTIVE ORIGINAL CONDITION.
7. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION TO VERIFY IN THE FIELD ALL EXISTING AND UNDERGROUND UTILITIES ADJACENT TO THE PROJECT, AND BE RESPONSIBLE FOR PROTECTION OF SAME.
8. ALL CONCRETE SHALL BE 6 BAG MIX, 3500 PSI CONCRETE AT 14 DAYS. CURING MATERIAL SHALL BE MEMBRANE CURING COMPOUND AND SHALL BE WHITE IN COLOR TO ASSURE ADEQUATE COVERAGE.
9. CONTRACTOR SHALL NOTIFY CITY 48 HOURS IN ADVANCE OF CONSTRUCTION OF UNDERGROUND WORK. NO UNDERGROUND WORK SHALL BE COVERED UNTIL SAME HAS BEEN INSPECTED BY THE CITY. APPROVAL TO PROCEED MUST BE OBTAINED FROM THE CITY PRIOR TO INSTALLING PAVEMENT BASE, PAVEMENT BINDER, PAVEMENT SURFACE, AND PRIOR TO POURING ANY CONCRETE AFTER FORMS HAVE BEEN SET.
10. IF APPLICABLE, ALL NEW REINFORCED CONCRETE PIPE STORM SEWER 12" AND LARGER WHERE SHOWN ON THE PLANS SHALL BE ASTM DESIGNATION C-76 MINIMUM CLASS, CLASS III. ALL PIPE WITH LESS THAN 3' OF COVER AND MORE THAN 15' OF COVER SHALL BE CLASS V. ALL JOINTS SHALL BE "O" RING RUBBER GASKET CONFORMING TO ASTM C-361 SPECIFICATIONS. ALL STORM SEWERS WITH LESS THAN 1.75' OF COVER AND ALL DUCTILE IRON PIPE STORM SEWERS WHERE SHOWN ON THE PLANS SHALL BE DUCTILE IRON PIPE CLASS 52 ANSI SPECIFICATIONS A-21.51 WITH PUSH-ON OR MECHANICAL JOINTS AND POLYETHYLENE ENCASUREMENT.
11. BITUMINOUS PAVEMENT MATERIAL MUST BE PLACED IN TWO LIFTS. THICKNESS OF EACH LIFT SHALL BE AS SHOWN ON APPROVED PLANS. ALL MATERIAL SHALL BE CLASS I BITUMINOUS AS PER IDOT STANDARDS. THE FINAL SURFACE COURSE SHALL NOT BE INSTALLED UNTIL THE CITY HAS APPROVED THE COMPACTION OF THE BINDER MATERIAL. THE BINDER COURSE SHALL NOT BE INSTALLED UNTIL THE COMPACTION OF THE STONE BASE HAS BEEN APPROVED BY THE CITY. THE FINAL SURFACE COURSE MAY NOT BE INSTALLED UNTIL THE MAJOR PORTION OF BUILDING CONSTRUCTION HAS BEEN COMPLETED AS DETERMINED AND APPROVED BY THE CITY.

NOTE: IN CASE OF CONFLICT WITH OTHER NOTES AND SPECIFICATIONS, THE CITY'S STANDARD NOTES AND DETAILS SHALL APPLY.

ABANDONE EXIST MANHOLE DISCONNECT 2" WATER SERVICE PER CITY OF ST. CHARLES STANDARDS/ REQUIREMENTS.

DISCONNECT 4" DIP AT MAIN, PER CITY OF ST. CHARLES REQUIREMENTS. REPLACE A NEW 6" DIP FOR EXISTING 4" SERVICE, MANHOLE TO REMAIN IN USE. INSTALL A 6" 8" CUT-IN-TIE AT EXISTING MAIN. INSTALL A 6" GATE VALVE INSIDE EXISTING MANHOLE. INSTALL APPROX. 45LF-6" DIP TO PROPOSED BUILDING. USE C&G TRENCH BACKFILL, AND PATCH ASPHALT PER CITY'S STANDARDS.

TRAFFIC CONTROL/PROTECTION NOTES:

- 1- TRAFFIC CONTROL AND PROTECTION SHALL BE IN ACCORDANCE WITH SECTION 701 OF IDOT'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE APPLICABLE GUIDELINES IN THE ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, AND THE APPLICABLE KANE COUNTY STANDARDS FOR TRAFFIC CONTROL.
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- 3- ARROW BOARDS WILL BE REQUIRED WHEN IMPLEMENTING ALL LANE CLOSURES.
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- 5- MONO-DIRECTIONAL FLASHING LIGHTS AND 18"x18" (MINIMUM) ORANGE FLAGS SHALL BE MOUNTED ON ALL "ROAD CONSTRUCTION" SIGNS.
- 6- THE CONTRACTOR SHALL PROVIDE AND INSTALL TWO (2) WEIGHTED SAND BAGS ON EACH TYPE-I OR TYPE-II BARRICADE USED. ONE WEIGHTED SAND BAG ACROSS EACH BOTTOM RAIL.
- 7- THE CONTRACTOR SHALL INSPECT AND MAINTAIN ALL TRAFFIC CONTROL/PROTECTION SIGNS DAILY.
- 8- ANY WORK THAT REQUIRES ENCROACHMENT INTO THE THROUGH LANES ON SOUTH FIRST STREET SHALL BE RESTRICTED TO THE HOURS OF 9:00AM TO 3:00PM.

WARNING



CALL BEFORE YOU DIG
(800 HOURS NOTICE REQUIRED PRIOR TO DIGGING)

COUNTY ENGINEERS, INC.	
REGISTERED PROFESSIONAL ENGINEERS AND SURVEYORS KANE COUNTY, ILLINOIS	
Scale: 1"=10'	
BUILDING 7B - SOUTH 1ST STREET	
ST. CHARLES, ILLINOIS	
Grading	
Microscope	
Foundation	
REVISIONS:	
1 3/9/2020	CITY'S COMMENTS
2 4/30/2020	BLDG. PLANS
3	
SITE PLAN	
SHEET 1 OF 3	

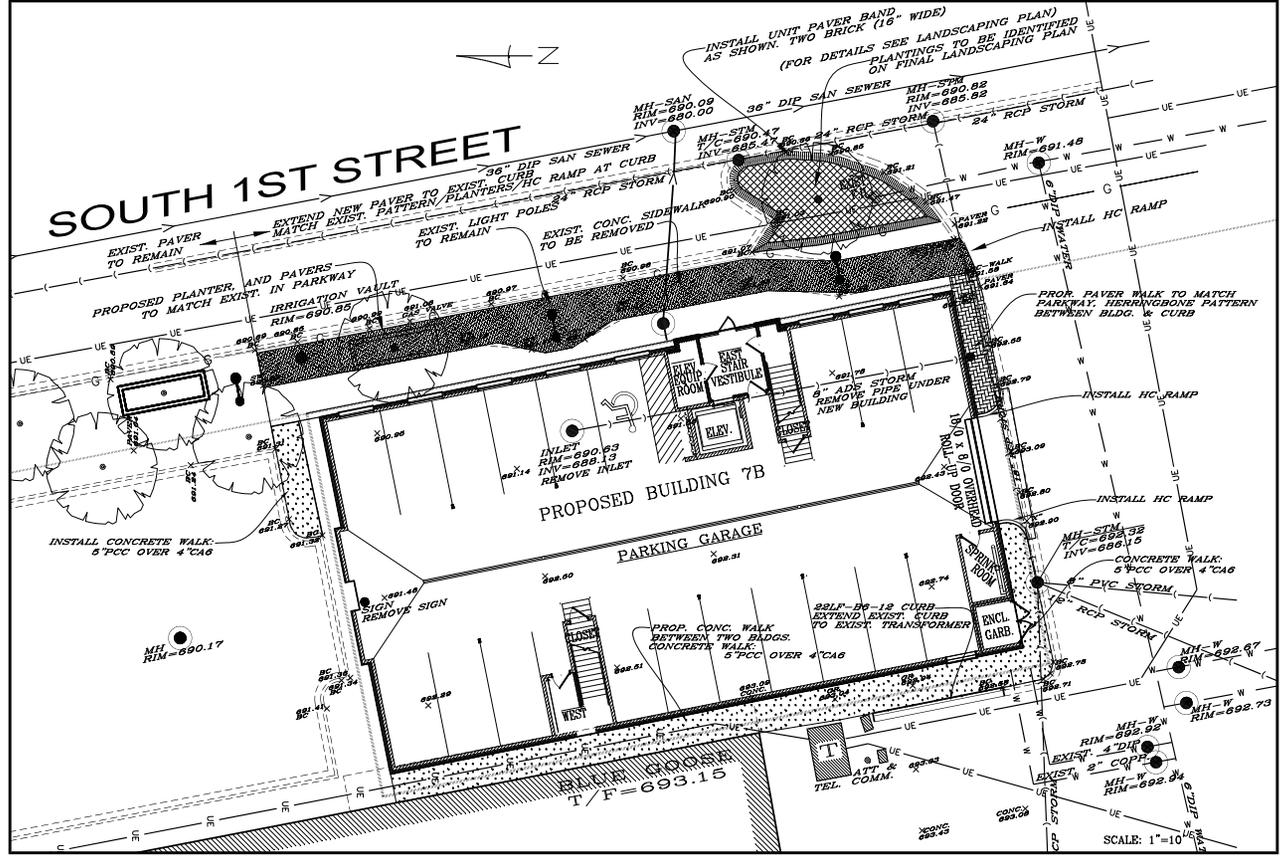
BRANDON JAFFARI
REGISTERED PROFESSIONAL ENGINEER
RENEWAL DATE: 11/30/21

FEBRUARY 14, 2020

WARNING



CALL BEFORE YOU DIG
(48 HOURS NOTICE REQUIRED PRIOR TO DIGGING)

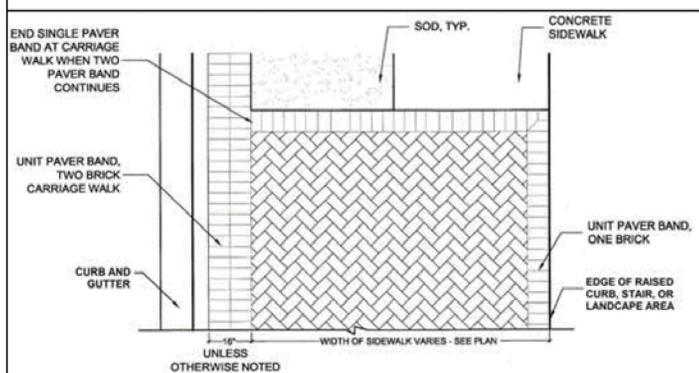


COUNTY ENGINEERS INC. REGISTERED PROFESSIONAL ENGINEERS ILLINOIS	
Scale: 1"=10'	
Building 7B - SOUTH 1ST STREET ST CHARLES, ILLINOIS	
Grading Macrograde Foundation	
REVISIONS:	
1 3/9/2020 CITY'S COMMENTS	
2 4/30/2020 BLANC PLANS	
3	
STREETScape SOUTH 1ST STREET	
SHEET 2 OF 3	

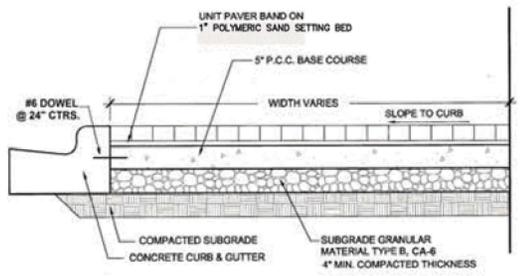


Brandon Safari
REGISTERED PROFESSIONAL ENGINEER
RENEWAL DATE: 11/30/21

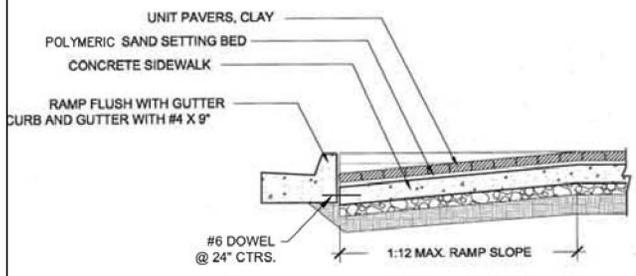
FEBRUARY 14, 2020



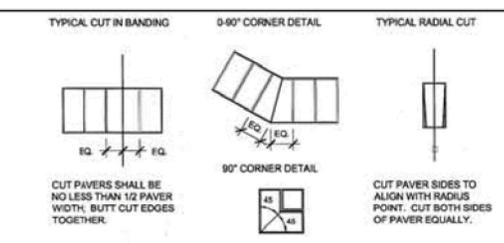
1 **SIDEWALK SURFACE PATTERNING**
NO SCALE



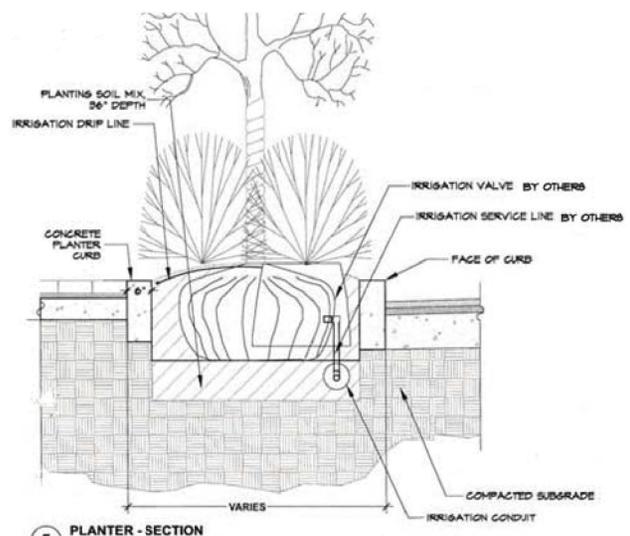
4 **PAVER SIDEWALK SECTION**
NO SCALE



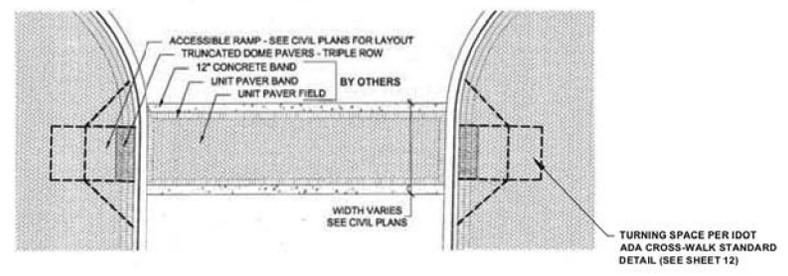
7 **HANDICAP CURB RAMP SECTION**
NO SCALE



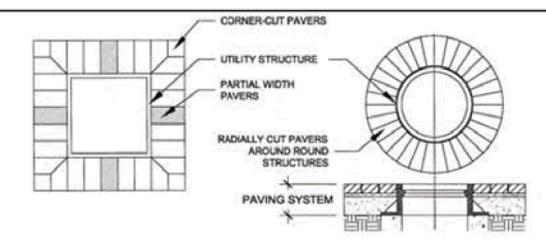
2 **TYPICAL PAVER CUTS**
NO SCALE



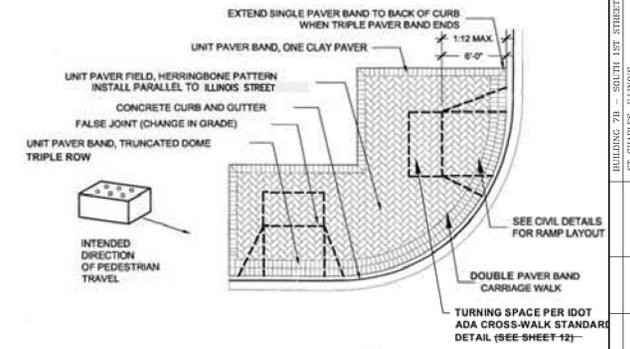
5 **PLANTER - SECTION**
NO SCALE



8 **CROSSWALK DETAIL**
NO SCALE



3 **PAVER BORDER AROUND STRUCTURES**
NO SCALE



6 **HANDICAP CURB RAMP - TYP. LAYOUT**
NO SCALE





NORTH ELEVATION

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



EAST ELEVATION

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



NOTE:
 12% UNPROTECTED OPENINGS
 IN ONE-HOUR RATED
 EXTERIOR WEST WALL

WEST ELEVATION

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

BRICK VENEER (TYPICAL)
 APPROX. ELEVATION OF BLUE GOOSE



SOUTH ELEVATION

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



FIRST FLOOR PLAN
 SCALE: 1/8" = 1'-0"

JAN. 15, 2020 - PRELIMINARY DESIGN



PROPOSED NEW APARTMENT BUILDING:
BLDG. 7B
 FIRST STREET ST. CHARLES, ILLINOIS 60114
 BOB RASMUSSEN

PLOTTED: 1/14/2020

Revisions:

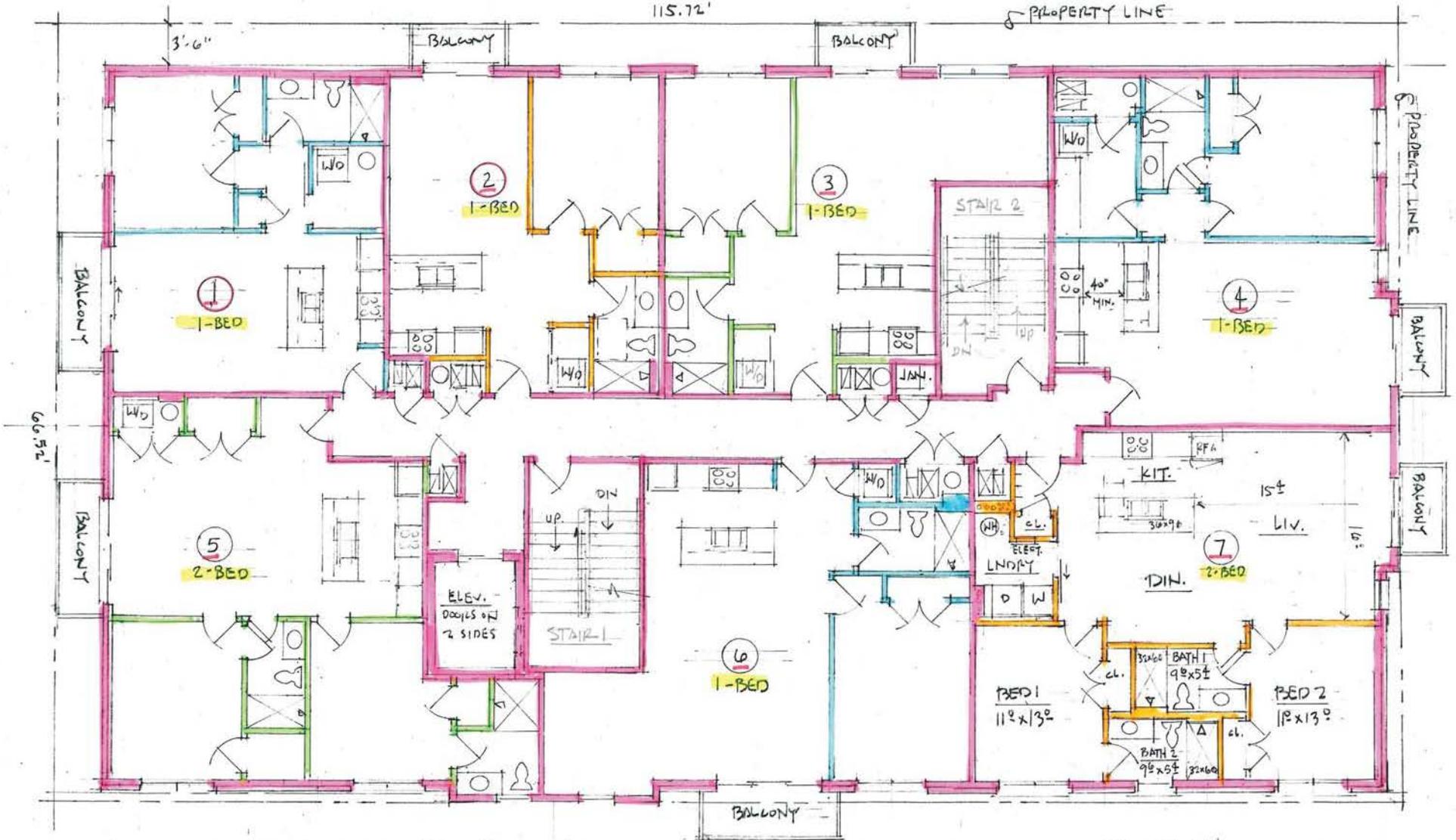
Commission: 2148
 Issue Date:
 Drawn By: CDZ
 FLOOR PLAN

Sheet:
 of .

EAST WALL OF BLUE GOOSE (2 STORY)

115.72'

PROPERTY LINE



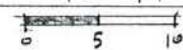
FIRST STREET BUILDING 7B · ST. CHARLES · IL.

BOB RASMUSSEN

MARSHALL ARCHITECTS, INC.

PRELIMINARY 2ND, 3RD & 4TH FLOOR PLAN

1/2" = 1' 0"



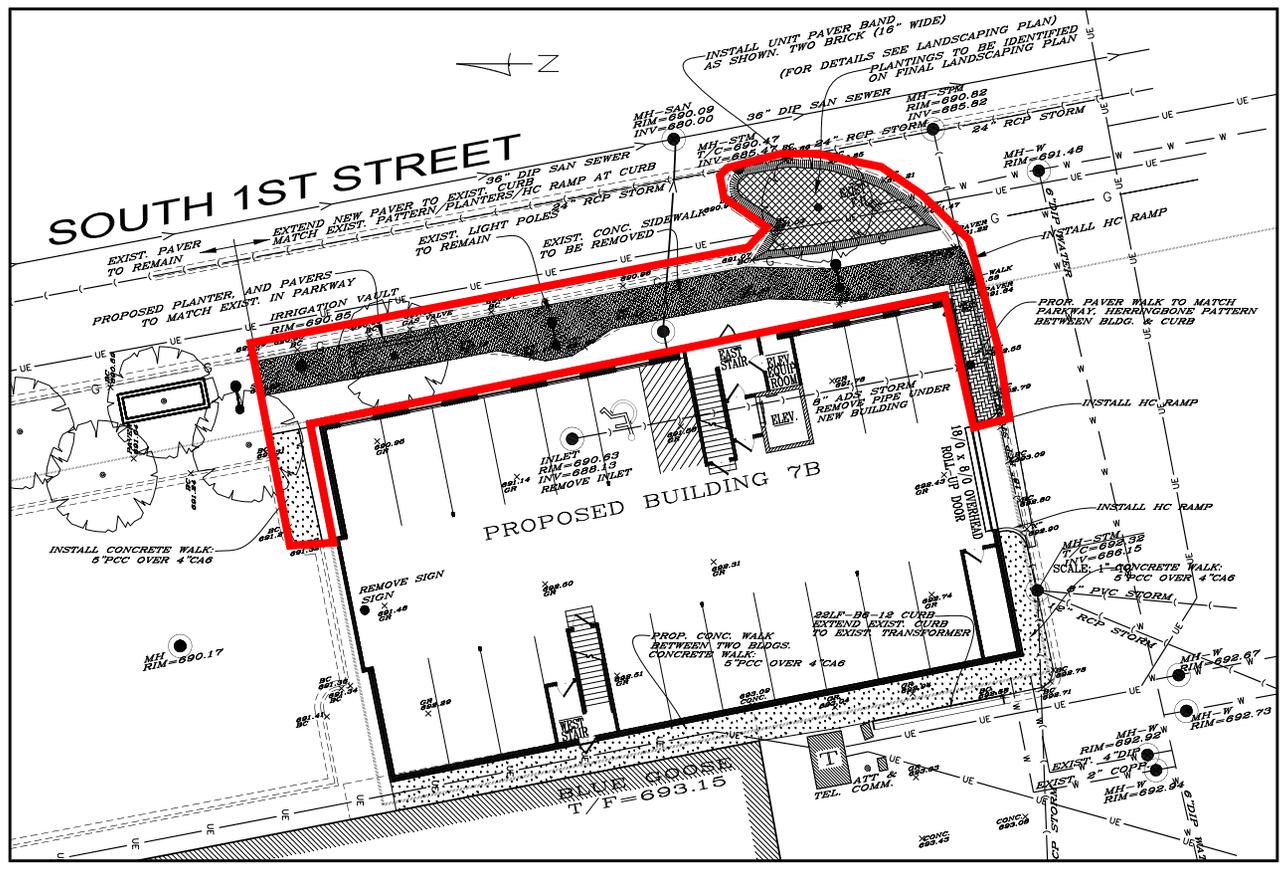
11-26-19

EXHIBIT C
PROJECT SCHEDULE

Permit Submittal to City	August 2020
Property Conveyance	October 2020
Construction to Commence	October 2020
Target Completion Date	October 2021

EXHIBIT D
PUBLIC IMPROVEMENTS

Building #7B Public Improvements



- Streetscape Improvements including:**
- Public sidewalks
 - Brick Paver surfaces
 - Planter beds
 - Landscaping
 - Irrigation
- Existing improvements:**
- Street curb & parking
 - Pedestrian lighting
- Excludes:**
- Private utility services
 - Private driveway
 - Private sidewalk

COUNTY ENGINEERS INC.	
Scale: 1" = 10'	
Building 7B - SOUTH 1ST STREET	ST CHARLES, ILLINOIS
Codebook	Foundation
REVISIONS:	CITY'S COMMENTS
1	13/9/2020
2	
3	
STREETScape SOUTH 1ST STREET	
SHEET 2 OF 3	

BRANSON JAFARI
 062-05058
 REGISTERED PROFESSIONAL ENGINEER
 STATE OF ILLINOIS
 BRANSON JAFARI
 REGISTERED PROFESSIONAL ENGINEER
 RENEWAL DATE: 11/30/21

FEBRUARY 14, 2020

EXHIBIT E
PROJECT BUDGET

Permits	\$58,633.00
Architect	\$30,000.00
MEP Drawings	\$10,000.00
Engineer	\$22,500.00
Surveys	\$5,000.00
Windows	\$67,000.00
Excavation	\$50,000.00
Sewer/Water/Storm	\$30,000.00
Foundation	\$168,000.00
misc lumber	\$55,000.00
wall panels / trusses	\$174,000.00
framing labor	\$250,000.00
Storefront	\$60,000.00
Plumbing	\$452,480.00
HVAC	\$328,000.00
Electric	\$610,000.00
Caulking	\$10,000.00
Steel	\$100,000.00
Sprinklers	\$140,200.00
drywall	\$119,775.00
hardie siding	\$88,000.00
siding labor	\$150,000.00
Brick/Stone	\$200,000.00
Fencing	\$5,000.00
Roof, Gutters/Downspts, Roof Insulation	\$98,600.00
Garage doors	\$4,000.00
Painting	\$88,175.00
Hardware/doors	\$50,000.00
cabinets	\$105,000.00
appliances	\$75,000.00
carpet	\$40,000.00
lighting	\$15,000.00
granite	\$42,000.00
tile	\$15,000.00
Elevator	\$150,000.00
Utilities/Misc.	\$15,000.00
General Labor	\$20,000.00

General Conditions	\$39,013.63
General Contractor Fees	\$315,230.13
park land cash fees	\$91,038.87
school land cash fees	\$10,808.07
Development Fee	\$80,000.00
TOTAL BUDGET	\$4,437,453.70

EXHIBIT F
DISCLOSURE AFFIDAVIT

State of Illinois) ss
County of Kane)

THE DEVELOPER MUST SIGN THIS AFFIDAVIT.

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

That I am over the age of eighteen and serve as the Manager of R&B Development, LLC (“Developer”).

That the Redevelopment Property in question has a common street address referred to as: First Street Redevelopment- Lot 7, and with a Property Index Number(s) of 09-34-132-021 (hereinafter “Redevelopment Property”).

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

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

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

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

Affiant: _____

Subscribed and sworn to before me this _____ day of _____, 2020.

Notary Public

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IIC9

Title:

Motion to approve an Ordinance Granting Approval of a PUD Preliminary Plan for First Street Building #7B (R&B Development, LLC)

Presenter:

Rita Tungare

Meeting: City Council

Date: May 18, 2020

Proposed Cost:

Budgeted Amount: N/A

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

On the March 9, 2020, the Planning and Development Committee recommended approval of a PUD Preliminary Plan for First Street Building #7B. The vote was 8-1.

Building #7B is planned for the First St. lot located east of the Blue Goose store. The project scope includes a 6,955 sf, four-story building with first floor parking and 21 apartment units, as well as streetscape improvements along S. 1st St.

The developer has submitted an updated streetscape plan which addresses staff comments.

Attachments (*please list*):

Ordinance

Recommendation/Suggested Action (*briefly explain*):

Motion to approve an Ordinance Granting Approval of a PUD Preliminary Plan for First Street Building #7B (R&B Development, LLC)

City of St. Charles, Illinois
Ordinance No. 2020-Z-

An Ordinance Granting Approval of a PUD Preliminary Plan for First Street Building #7B (R&B Development, LLC)

WHEREAS, on or about February 14, 2020, R&B Development, LLC (the “Applicant”), filed an application for PUD Preliminary Plan for Building #7B of the First Street Redevelopment PUD, said realty being legally described in Exhibit “A” attached hereto and incorporated herein (the “Subject Realty”); and,

WHEREAS, the Plan Commission recommended approval of the PUD Preliminary Plan on or about February 18, 2020; and,

WHEREAS, the Planning & Development Committee of the City Council recommended approval of the PUD Preliminary Plan on or about March 9, 2020; and,

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

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

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

2. That passage of this Ordinance shall constitute approval of the PUD Preliminary Plan, incorporated herein as Exhibit “B”, such that the following documents and illustrations are hereby approved, reduced copies of which are attached hereto, subject to satisfactory resolution of all outstanding staff review comments and compliance with such conditions, corrections, and modifications as may be required by the Director of Community & Economic Development and the Director of Public Works to comply with the requirements of the St. Charles Municipal Code:

- Site Engineering and Streetscape Plan prepared by County Engineers Inc.; revised 4/30/2020 (3 pages)
- Rendering, Elevations and Floorplan prepared by Marshall Architects (7 pages)

3. That the Subject Property may be developed and used only in accordance with all ordinances of the City now in effect or hereafter amended or enacted.

4. That the Subject Property is part of a Planned Unit Development approved by the City in 2006, and, pursuant to St. Charles Municipal Code, Title 19 “Inclusionary Housing”, Section 19.02.050.2.5, affordable housing units or payment of fee-in-lieu of affordable units is not required.

5. That after the adoption and approval hereof, the Ordinance shall (i) be printed or

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

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 18th day of May 2020.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 18th day of May 2020.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 18th day of May 2020.

Raymond P. Rogina, Mayor

Attest:

Charles Amenta, City Clerk

Vote:

Ayes:

Nays:

Absent:

Abstain:

Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 7 OF PHASE I FIRST STREET REDEVELOPMENT SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 27 AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 29, 2007 AS DOCUMENT 2007K035551.

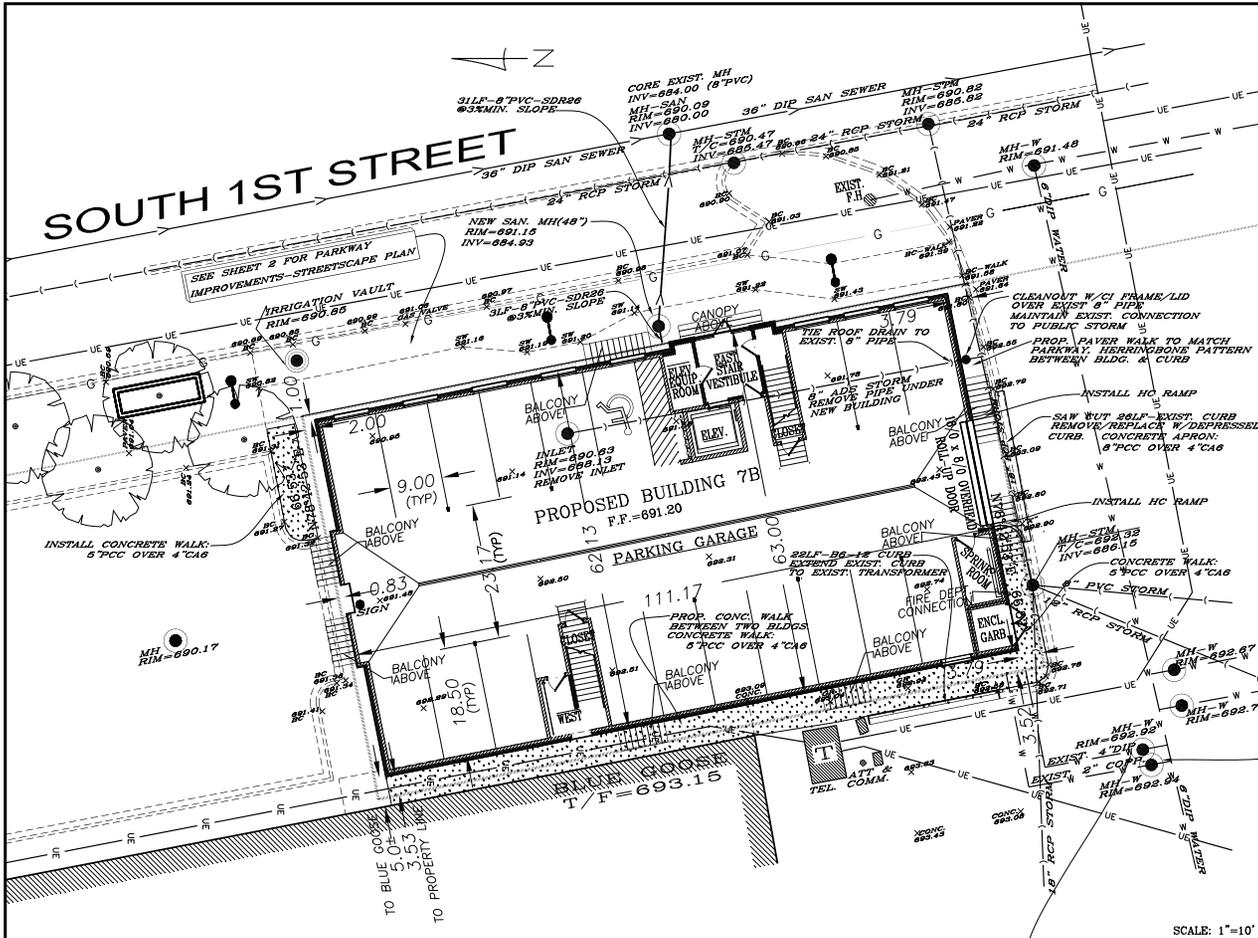
Commonly known as First Street Redevelopment – Building #7B lot located on the west side of S. First Street between Indiana St. and Cobblestone Dr.

PIN: 09-34-132-021

EXHIBIT "B"

**PUD PRELIMINARY PLAN
(10 pages)**

SOUTH 1ST STREET



CITY OF ST. CHARLES NOTES

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9. CONTRACTOR SHALL NOTIFY CITY 48 HOURS IN ADVANCE OF CONSTRUCTION OF UNDERGROUND WORK. NO UNDERGROUND WORK SHALL BE COVERED UNTIL SAME HAS BEEN INSPECTED BY THE CITY. APPROVAL TO PROCEED MUST BE OBTAINED FROM THE CITY PRIOR TO INSTALLING PAVEMENT BASE, PAVEMENT BINDER, PAVEMENT SURFACE, AND PRIOR TO POURING ANY CONCRETE AFTER FORMS HAVE BEEN SET.
10. IF APPLICABLE, ALL NEW REINFORCED CONCRETE PIPE STORM SEWER 12" AND LARGER WHERE SHOWN ON THE PLANS SHALL BE ASTM DESIGNATION C-76 MINIMUM CLASS, CLASS III. ALL PIPE WITH LESS THAN 3' OF COVER AND MORE THAN 15' OF COVER SHALL BE CLASS V. ALL JOINTS SHALL BE "O" RING RUBBER GASKET CONFORMING TO ASTM C-361 SPECIFICATIONS. ALL STORM SEWERS WITH LESS THAN 1.75' OF COVER AND ALL DUCTILE IRON PIPE STORM SEWERS WHERE SHOWN ON THE PLANS SHALL BE DUCTILE IRON PIPE CLASS 52 ANSI SPECIFICATIONS A-21.51 WITH PUSH-ON OR MECHANICAL JOINTS AND POLYETHYLENE ENCASUREMENT.
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- 3- ARROW BOARDS WILL BE REQUIRED WHEN IMPLEMENTING ALL LANE CLOSURES.
- 4- TEMPORARY SIGNING SHALL CONFORM TO PART VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, AND SHALL BE MOUNTED ON PERMANENT SUPPORTS.
- 5- MONO-DIRECTIONAL FLASHING LIGHTS AND 18"x18" (MINIMUM) ORANGE FLAGS SHALL BE MOUNTED ON ALL "ROAD CONSTRUCTION" SIGNS.
- 6- THE CONTRACTOR SHALL PROVIDE AND INSTALL TWO (2) WEIGHTED SAND BAGS ON EACH TYPE-I OR TYPE-II BARRICADE USED. ONE WEIGHTED SAND BAG ACROSS EACH BOTTOM RAIL.
- 7- THE CONTRACTOR SHALL INSPECT AND MAINTAIN ALL TRAFFIC CONTROL/PROTECTION SIGNS DAILY.
- 8- ANY WORK THAT REQUIRES ENCROACHMENT INTO THE THROUGH LANES ON SOUTH FIRST STREET SHALL BE RESTRICTED TO THE HOURS OF 9:00AM TO 3:00PM.

DISCONNECT 4" DIP AT MAIN, PER CITY OF ST. CHARLES REQUIREMENTS.
 REPLACE A NEW 6" DIP FOR EXISTING 4" SERVICE, MANHOLE TO REMAIN IN USE.
 INSTALL A 6"x8" CUT-IN-TIE AT EXISTING MAIN
 INSTALL A 6" GATE VALVE INSIDE EXISTING MANHOLE
 INSTALL APPROX. 45LF-6" DIP TO PROPOSED BUILDING
 USE C&G TRENCH BACKFILL, AND PATCH ASPHALT PER CITY'S STANDARDS

WARNING



CALL BEFORE YOU DIG
 (800) 485-5822

COUNTY ENGINEERS, INC.	
REGISTERED PROFESSIONAL ENGINEERS AND SURVEYORS 1000 ROCKY MOUNTAIN CENTER, ST. CHARLES, ILLINOIS 62226	
Scale: 1"=10'	
BUILDING 7B - SOUTH 1ST STREET	
ST. CHARLES, ILLINOIS	
Grading	
Microscope	
Foundation	
REVISIONS:	
1 3/9/2020	CITY'S COMMENTS
2 4/30/2020	BLDG. PLANS
3	

BRANDON JAFFARI
 REGISTERED PROFESSIONAL ENGINEER
 RENEWAL DATE: 11/30/21

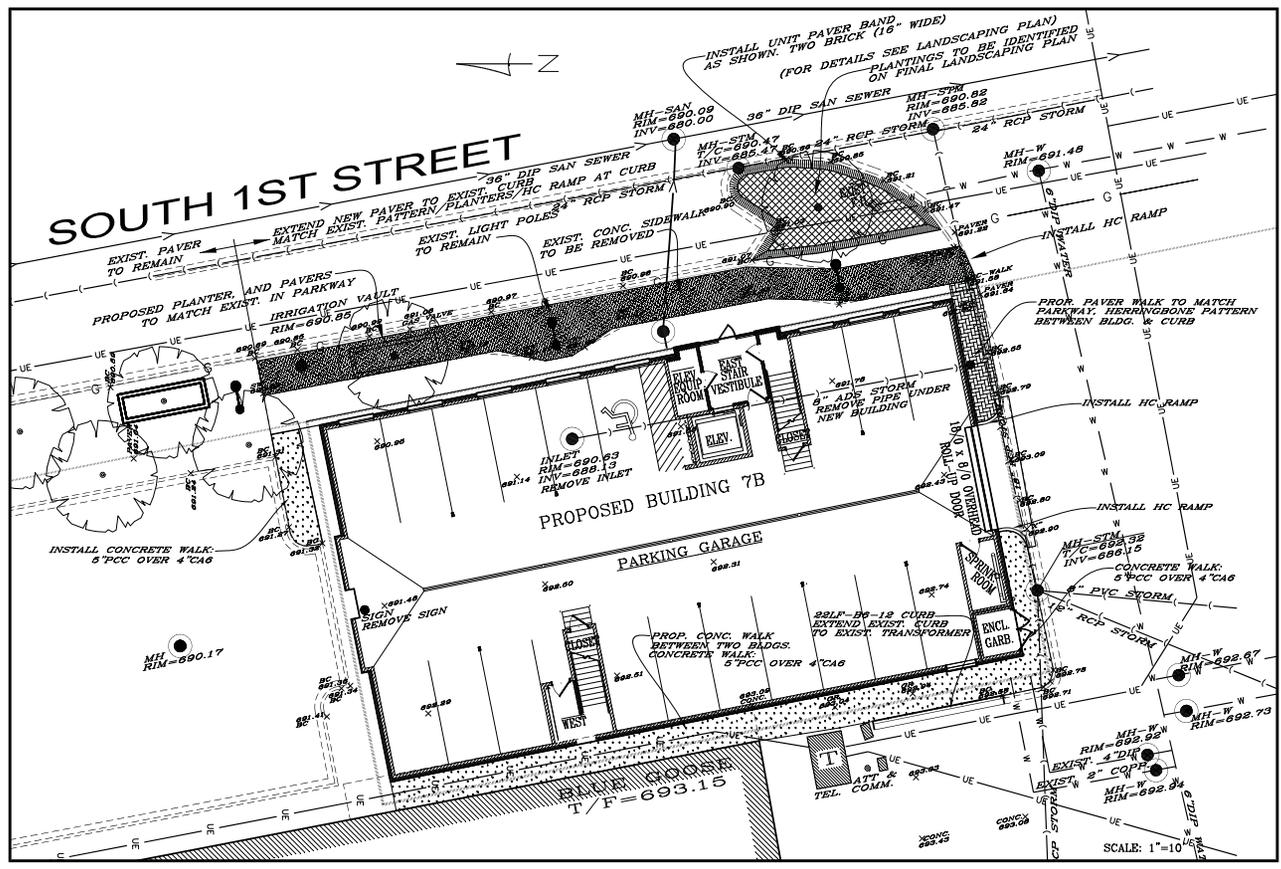
FEBRUARY 14, 2020

SITE PLAN
 SHEET 1 OF 3

WARNING



CALL BEFORE YOU DIG
(48 HOURS NOTICE REQUIRED PRIOR TO DIGGING)



STREETScape	CITY'S COMMENTS	Grading	FOUNDATION	Scale: 1"=10'	COUNTY ENGINEERS INC. BRANDON JAFARI, REGISTERED PROFESSIONAL ENGINEER ILLINOIS
SOUTH 1ST STREET	BLDG 7B - SOUTH 1ST STREET	Macrograde	Foundation		
SHEET 2 OF 3	ST CHARLES, ILLINOIS				

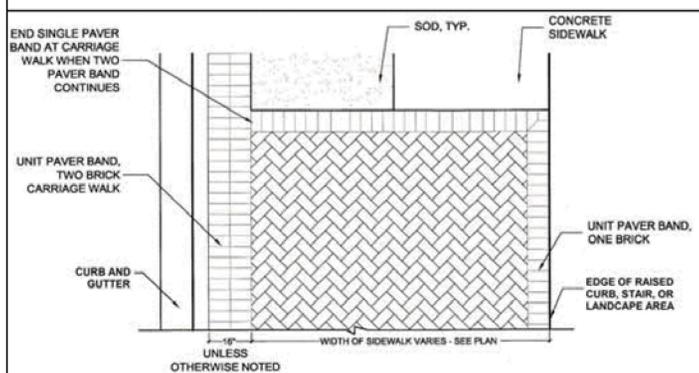
REVISIONS:

1	3/9/2020	CITY'S COMMENTS
2	4/30/2020	BLDG. PLANS
3		

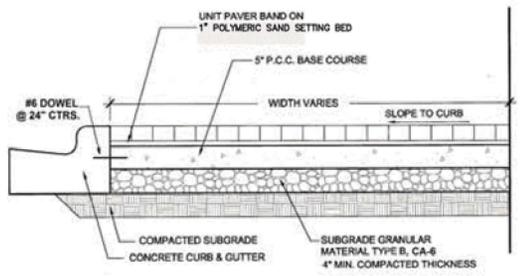


Brandon Jafari 11/30/20
REGISTERED PROFESSIONAL ENGINEER
RENEWAL DATE: 11/30/21

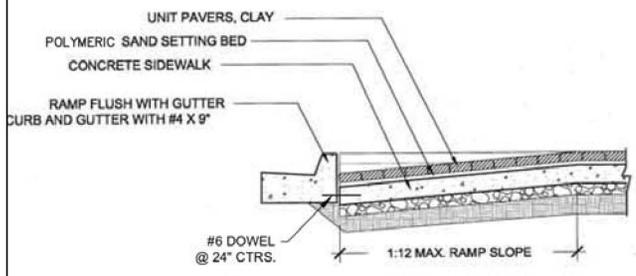
FEBRUARY 14, 2020



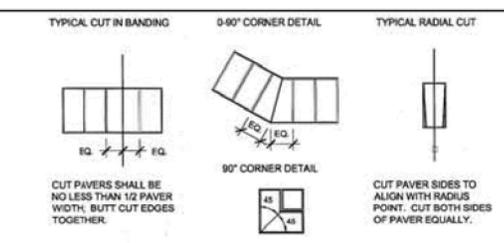
1 SIDEWALK SURFACE PATTERNING
NO SCALE



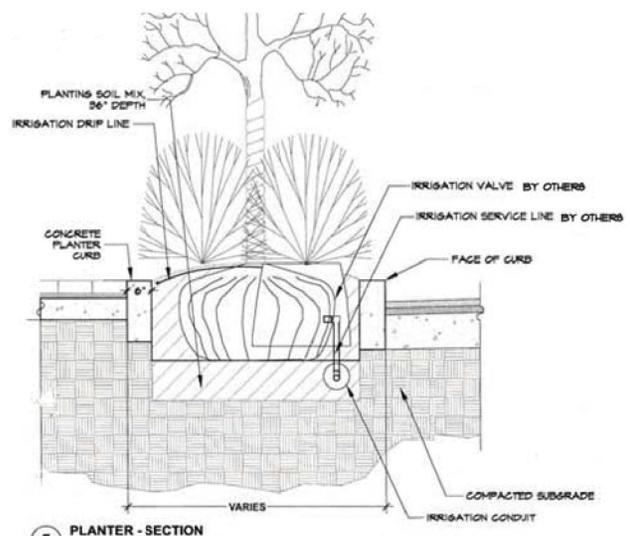
4 PAVER SIDEWALK SECTION
NO SCALE



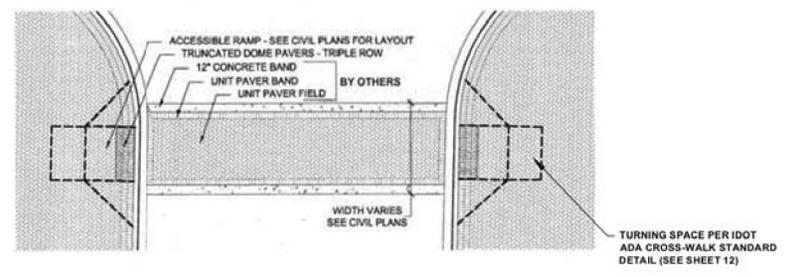
7 HANDICAP CURB RAMP SECTION
NO SCALE



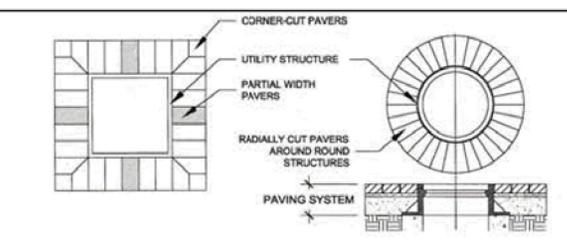
2 TYPICAL PAVER CUTS
NO SCALE



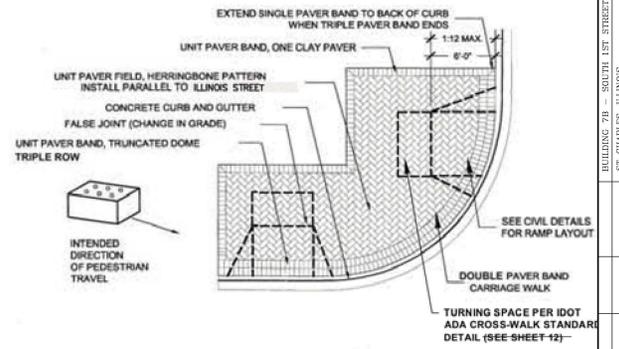
5 PLANTER - SECTION
NO SCALE



8 CROSSWALK DETAIL
NO SCALE



3 PAVER BORDER AROUND STRUCTURES
NO SCALE



6 HANDICAP CURB RAMP - TYP. LAYOUT
NO SCALE





NORTH ELEVATION

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



EAST ELEVATION

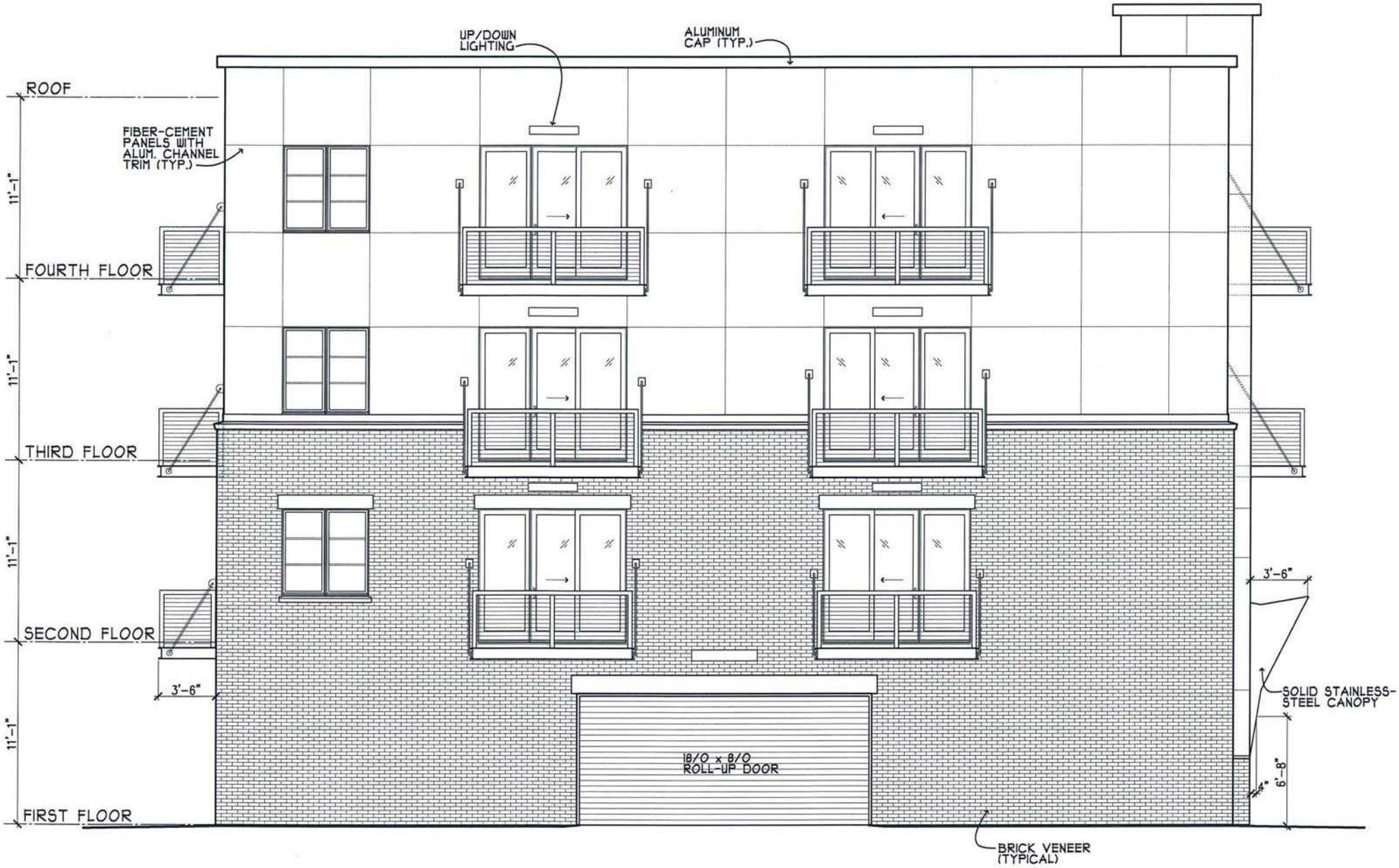
SCALE: 1/8" = 1'-0"



NOTE:
 12% UNPROTECTED OPENINGS
 IN ONE-HOUR RATED
 EXTERIOR WEST WALL

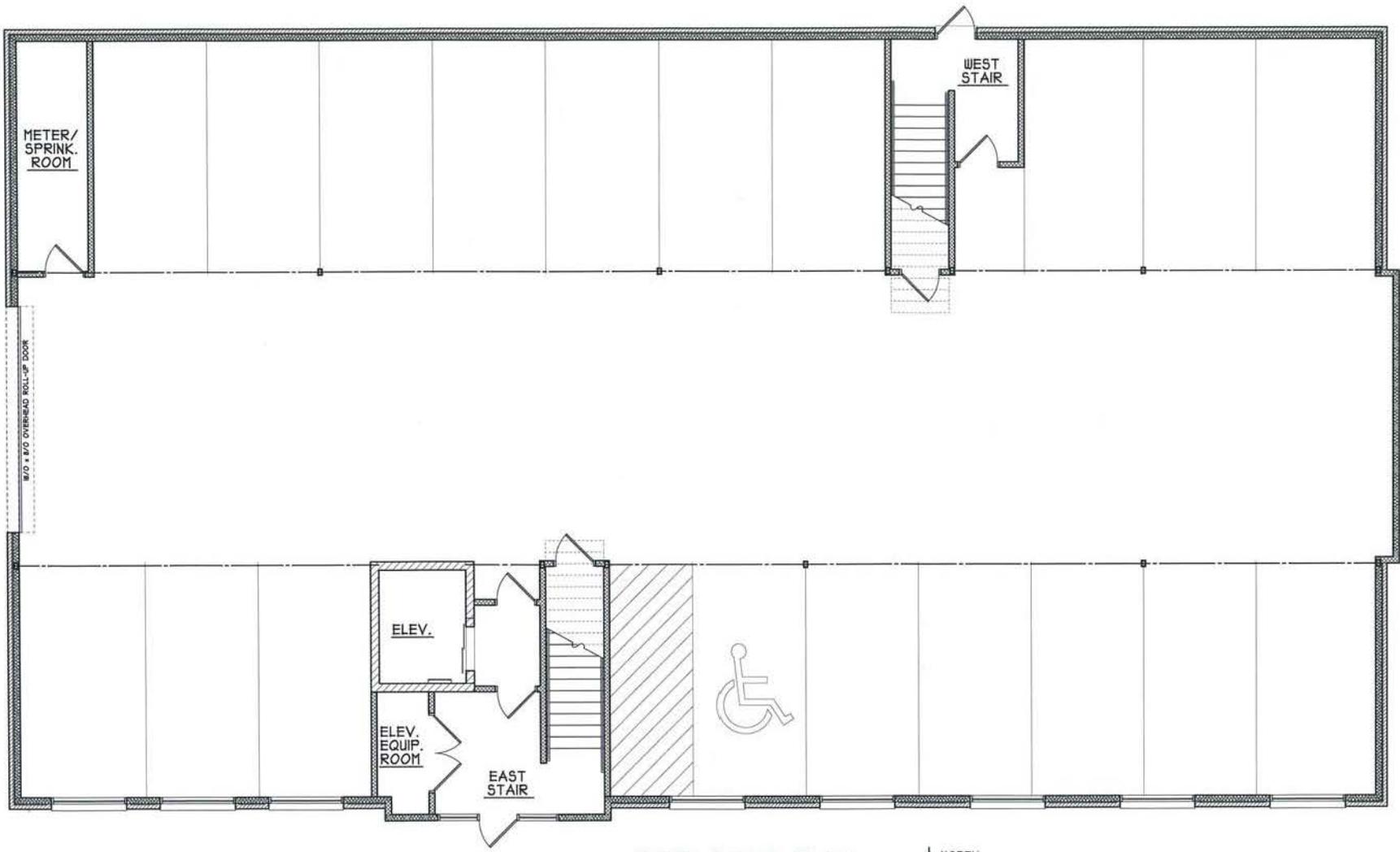
WEST ELEVATION

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



SOUTH ELEVATION

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



FIRST FLOOR PLAN
 SCALE: 1/8" = 1'-0"

JAN. 15, 2020 - PRELIMINARY DESIGN



PROPOSED NEW APARTMENT BUILDING:
BLDG. 7B
 FIRST STREET ST. CHARLES, ILLINOIS 60114
 BOB RASMUSSEN

PLOTTED: 1/14/2020

Revisions:

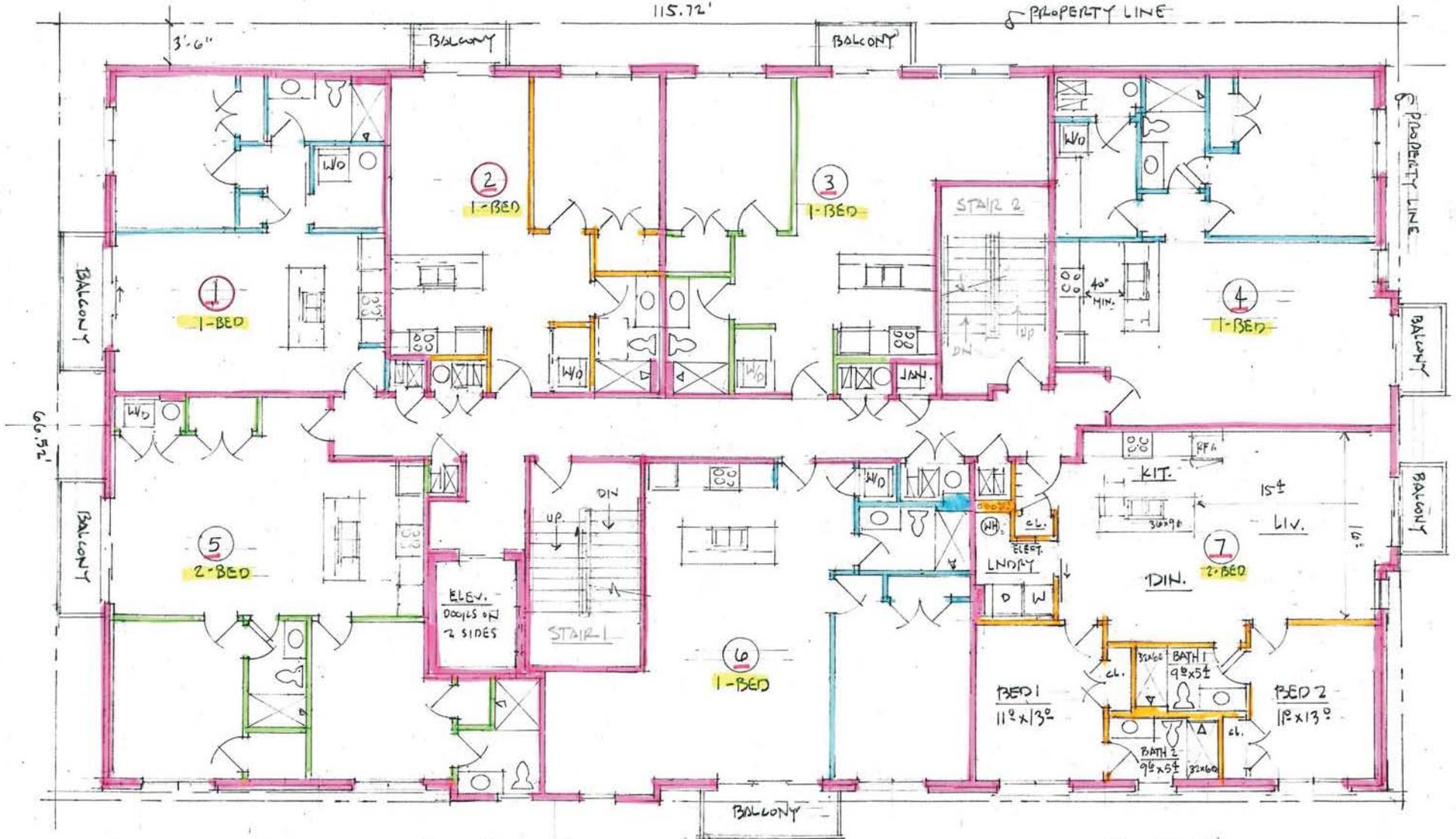
Commission: 2148
 Issue Date:
 Drawn By: CDZ
 FLOOR PLAN

Sheet:
 of .

← EAST WALL OF BLUE GOOSE (2 STORY)

115.72'

← PROPERTY LINE



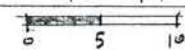
FIRST STREET BUILDING 7B · ST. CHARLES · IL.

BOB RASMUSSEN

MARSHALL ARCHITECTS, INC.

PRELIMINARY 2ND, 3RD & 4TH FLOOR PLAN

1/2" = 1' 0"



11-26-19