

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

MONDAY, JUNE 3, 2013 – 7:00 P.M.
CITY COUNCIL CHAMBERS
2 E. MAIN STREET

- 1. Call to Order.**
- 2. Roll Call.**
- 3. Invocation.**
- 4. Pledge of Allegiance** – Presentation of the Colors – St. Patrick’s School Boy Scout Troop 10.
- 5. Presentations:**
 - Recognize achievements of Eagle Scout Kevin Patrick Tierney and Eagle Scout Eric James Vonderhaar – Boy Scout Troop 10.
 - Ms. Dorene Tieche and Munhall Elementary School 3rd Graders – Thank You notes to the Mayor and City Council for allowing their voices to be heard and their opinions being valued.

The purpose of these students coming to the meeting is to culminate their learning in class. In Social Studies they have learned about famous individuals who made a difference for many people by standing up and taking action. They have also learned how our community grew and is ever changing and evolving to meet the needs and wants of the people living here. In addition, the writing curriculum for this quarter is opinion writing. These core standards are weaved together in the letters the students have written and submitted to the Mayor. It has been emphasized to the kids that together we can find the best solutions for issues. They want to be part of that process for their city!
 - Recognize David Eilken, St. Charles North High School student, for being awarded the Illinois Municipal Utilities Association (IMUA) scholarship – presented by Ed Cobau, IMUA Director, State Association Services & Communications.
- 6. Omnibus Vote. Items with an asterisk (*)** are considered to be routine matters and will be enacted by one motion. There will be no separate discussion on these items unless a council member/citizen so requests, in which event the item will be removed from the consent agenda and considered in normal sequence on the agenda.

- *7. Motion to accept and place on file minutes of the regular City Council meeting held on May 20, 2013.
- *8. Motion to approve and authorize issuance of vouchers from the Expenditure Approval List for the period of 5/6/13 – 5/17/13 in the amount of \$4,655,056.03.

I. New Business

- A. Motion to approve a **Resolution** Authorizing the Execution of an Agreement Between the City of St. Charles and Metropolitan Alliance of Police St. Charles Chapter 27.
- B. Motion to approve an **Ordinance** amending Special Service Area 1A in the City of St. Charles, Kane and DuPage Counties, Illinois (304 Cedar Avenue – Dunham-Hunt House).
- C. Motion to approve an **Ordinance** amending Special Service Area 1B in the City of St. Charles, Kane and DuPage Counties, Illinois (304 Cedar Avenue – Dunham-Hunt House).
- D. Presentation of a recommendation from Mayor Raymond P. Rogina to approve a **Resolution** Authorizing and Directing the Mayor and City Clerk to Execute a Certain Extension to the Employment Agreement with Mr. Brian Townsend.

II. Committee Reports

A. Government Operations

- *1. Motion to accept and place on file minutes of the Government Operations Committee meeting held on May 20, 2013.
 - 2. Motion to approve a Class E1 liquor license for Sculpture in the Park.
- *3. Motion to approve Terms of Business Agreement from Moran Consulting Inc.
- *4. Motion to approve a **Resolution** Authorizing the Director of Human Resources to Execute a Letter of Agreement between the City of St. Charles and Laurus Strategies.
- *5. Motion to approve a proposal from CCMSI in the amount of \$19,615 for third party administration services for workers' compensation services for fiscal year 2013/2014.
- *6. Motion to award 2013/14 Hauling/Excavation bid to S. Schroeder Trucking, Inc., Villa Park, at unit costs provided on the Bid Results.
- *7. Motion to award the bid for 2013/14 Spoils Dumping (Tipping Fees) to C H Hager Excavating, Inc. (West Chicago).
- *8. Motion to waive the bid process and accept the quotations for office supplies to Staples Advantage and US Communities (on-line) for routine office supplies, and Illinois Paper & Copier Company (Bolingbrook) for multiuse paper.
- *9. Motion to award 2013/14 low bid to S. Schroeder Trucking, Inc. (six [6] pits), for six (6) types of stone and gravel, and Koz Trucking, Inc. for four (4) types of stone and gravel and hauling.

10. Motion to approve an **Ordinance** Authorizing the Sale of Items of Personal Property Owned by the City of St. Charles to two licensed firearms dealers (Streicher's \$2,675 and Alpha Armament Co. \$3,200), and approve destroying an Intra-Tec 9 and an UZI pistol.

B. Government Services

- *1. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to Award Contractual Services to Fox Valley Lawn Care for Mowing Maintenance.
- *2. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to Award Contractual Services to Raise Rite for Sidewalk Maintenance.
- *3. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to Award Contractual Services to Safe Step for Sidewalk Maintenance.
- *4. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to Award Contractual Services to Engineering Enterprises Inc. (EEI) for Design and Construction Engineering Services for Red Gate Water Tower.
- *5. Motion to waive the bid procedure and approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to Approve Proposal from Hawkins Water Treatment Group for Water Treatment Chemicals.
6. Motion to approve use of amplification equipment and a Class E-1 Temporary Liquor License for the Firin' Up the Fox BBQ Contest.
7. Motion to approve a Class E-2 Liquor License and use of amplification equipment on August 17-18, 2013 for The Festival of the Horse and Drum at the Kane County Fairgrounds.
- *8. Motion to approve parking lot, street closure and use of amplification equipment for St. Charles Cruise Nights.

C. Planning and Development

None.

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

E. Adjournment



City of St. Charles

I L L I N O I S

Proclamation

KEVIN PATRICK TIERNEY

WHEREAS, **KEVIN PATRICK TIERNEY** began his scouting career in 2001 as a Tiger Cub Scout in 1st grade at Davis School with Pack 108. He earned his Bobcat, Wolf, Bear and Webelos ranks until he achieved the Arrow of Light Award, the highest award given to a Cub Scout. He crossed over into Boy Scouts and joined Troop 10 in 2006

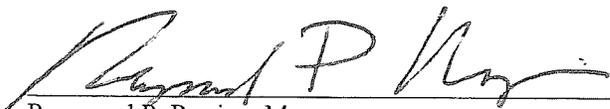
WHEREAS, **KEVIN PATRICK TIERNEY** after crossing over to Boy Scouts and joining Troop 10, he participated in meetings, campouts, summer camps and high adventure trips. He has held the positions of Quartermaster, Troop Guide, Assistant Senior Patrol Leader and Senior Patrol Leader. He has earned 27 merit badges and several religious awards including the Ad Altare Dei and the Pope Pius religious awards. He was inducted as a member to the Order of the Arrow. He has also camped on Mt. Baldy at the Philmont Scout Ranch in 2011.

WHEREAS, **KEVIN PATRICK TIERNEY**'s Eagle Project involved building a wigwam for the St. Charles Park District. He chose this project because of its importance to the school curriculum in St. Charles and it was the type of challenge he was seeking for his project. He and the crew he led, cut, gathered and stripped 60 trees that were 15 to 20 feet in length for use to erect a wigwam that now stands solid and strong for hundreds of 3rd graders to visit and enjoy each fall for many years to come.

WHEREAS, **KEVIN PATRICK TIERNEY** is completing his senior year at St. Charles East High School. He is a four year member of the St. Charles East High School Band and Orchestra. He is active in the East High School Drama Department, the Debate Team, Water Polo, Track and a founding member of East's Philosophy Club. He also received the East High School Human Relations Award for being the school mascot. He will be attending Appalachian State University in Boon, North Carolina in the Appalachian Mountains where he will be able to put all his scouting skills to the test.

THEREFORE, I, Raymond P. Rogina, Mayor of the City of St. Charles, do hereby proclaim the highest congratulations are in order as **KEVIN PATRICK TIERNEY** worked diligently to attain the highest honor of EAGLE SCOUT.

SEAL:


Raymond P. Rogina, Mayor



City of St. Charles
I L L I N O I S

Proclamation

ERIC JAMES VONDERHAAR

WHEREAS, **ERIC JAMES VONDERHAAR** began his scouting career as a Tiger Cub Scout in 1st grade. He enjoyed the activities and moved up through the years, earning his Bobcat, Wolf, Bear and Webelo badges. He spent several summers attending Cub Scout camp at Good Templar Park in Geneva. He also earned the Light of Christ and Parvuli Dei religious awards.

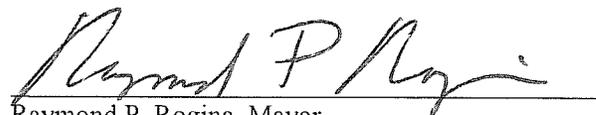
WHEREAS, **ERIC JAMES VONDERHAAR** after crossing over to Boy Scouts, worked on many of his merit badges while he attended summer camp every year at various locations; earning a total of 36 badges during his 6 years in Boy Scouts. He also earned the Ad Altare Dei and Pope Pius XII religious awards. He has held several positions within Troop 10, including Librarian, Troop Guide, Assistant Patrol Leader and Patrol Leader. He also attended and completed the Thunderbird National Youth Leadership Training in Rochelle, IL.

WHEREAS, **ERIC JAMES VONDERHAAR**'s Eagle Project involved preparing and painting the northern section of the Durant-Peterson House at the Leroy-Oakes Forest Preserve in St. Charles. He was able to get all the supplies, primer, paint, tools, and equipment generously donated from local merchants. Also, a protective suit, mask and respirator were donated for use when it was discovered that there was lead in the paint chips from the older paint.

WHEREAS, **ERIC JAMES VONDERHAAR** is completing his junior year at Aurora Central Catholic High School where he is a member of the ACC Chess Team. He plays the piano and has participated in the American Grands Concert. He has played at local retirement homes and helped to serve refreshments to the elderly residents. He has been an altar server for 7 years and worked at Vacation Bible School.

THEREFORE, I, Raymond P. Rogina, Mayor of the City of St. Charles, do hereby proclaim the highest congratulations are in order as **ERIC JAMES VONDERHAAR** worked diligently to attain the highest honor of **EAGLE SCOUT**.

SEAL:


Raymond P. Rogina, Mayor



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	IMUA Scholarship Award to David Eilken
Presenter:	Ed Cobau – IMUA – Director – State Association Services & Communications

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input type="checkbox"/>	Government Services
<input type="checkbox"/>	Planning & Development	<input checked="" type="checkbox"/>	City Council 06-03-2013
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$500	Budgeted:	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
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If NO, please explain how item will be funded:

Executive Summary:

The Illinois Municipal Utilities Association (IMUA) has an annual essay contest related to energy. This year, a St. Charles North High School student, David Eilken, wrote a winning essay regarding the controversy around the hydraulic fracturing method of extracting natural gas. IMUA presents a \$500 scholarship, and the City of St. Charles matches that scholarship. Both checks will be presented to Mr. Eilken as part of this presentation.

Attachments: *(please list)*

Winning Essay

Recommendation / Suggested Action *(briefly explain):*

Presentation for Information Only.

For office use only:

Agenda Item Number:

Q. Natural Gas

Whenever a new energy source or extraction method is released to the public, an outcry of skepticism is sure to follow. Public outcry was witnessed with Russia's Chernobyl, BP with the Gulf of Mexico disaster, and the Cleveland East Ohio Gas explosion come to mind with anything energy related. However, despite these founded worries, mainstream media and the public muster up an even greater number of illogical and un-factual fears. Whether a slow news day or a misinterpreted fact, these controversies and fears are a reality and remain a reality until fact is completely separated from fiction.

What if it isn't black and white though? What if the public's fear isn't entirely true, but neither is the energy extraction process entirely safe? That is the situation presented to us in the case of shale gas and more specifically, hydraulic fracturing. Natural gas is found relatively deep underground, often extracted at depths ranging from 8,000-10,000 feet below the surface. In hydraulic fracturing, water and a few other chemicals are pumped down a pre-drilled hole at high pressure to fracture the rock that the natural gas is encased in. This greatly increases the amount of natural gas released, thus increasing the energy output of the hole. The problem with this is the chemicals pumped down the hole are not always safe to humans, nor is the natural gas that is released. As we know, chemicals and gasses deep in the earth have the ability to rise. Where they are rising to, critics of hydraulic fracturing say, is straight into drinking supplies which are often drilled at a much shallower depth (around 800 feet below the surface on average.) It has never been proven that this occurs. However science does suggest the possibility so steps must be taken to ensure that our water sources are not contaminated.

What are these steps? Well, many of them are already in place. For example, “natural gas extraction wells” are already required to place steel and cement “casings” in their wells. Essentially, these casings act as pipes that ensure the water, chemicals, and gas stays in the well and doesn’t leak out to the surroundings. Although the casings are a good start, higher quality and better engineered casings should be used to further prevent cross contamination. A majority of research and development funding should go to update these casings. Another step that is *partially* in place but should be expanded upon is legal drilling depths. There are certain regulations in place that prevent companies from extracting natural gas too close to water supplies, but these regulations are far too lenient. In Wyoming natural gas is extracted a mere 300 feet below city water wells – too close for comfort. As the difference in distance increases, the chance of contamination decreases exponentially. Guidelines should require a minimum of 2,000 feet between drinking wells and natural gas extraction. Should these requirements be implemented and steps taken, natural gas will continue to have an increasing role in fueling the energy needs of consumers for years to come.

**MINUTES FROM THE MEETING OF THE ST. CHARLES CITY COUNCIL
HELD ON MONDAY, MAY 20, 2013 – 7:00 P.M.
CITY COUNCIL CHAMBERS, IN THE CITY COUNCIL CHAMBERS
2 E. MAIN STREET ST. CHARLES, IL 60174**

1. **Call To Order At 7:01 P.M.**
2. **Roll Call.**
Present: Stellato, Silkaitis, Payleitner, Lemke, Turner
Martin, Krieger, Bessner, Lewis
Absent: None
3. **Invocation.**
4. **Pledge of Allegiance.**
5. **Presentations:**
 - o Recognize Dustin Baldwin, St. Charles North graduating senior, for being awarded the Chamber of Commerce Council for Industry 2013 Industrial Arts Scholarship – Stacey Ekstrom, President of St. Charles Chamber of Commerce
 - o Recognize achievements of Eagle Scout Jonathan Hewitt – Boy Scout Troop 1
6. **Motion by Martin, seconded by Krieger to approve the Omnibus Vote as presented.**
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner
Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED
- *7. **Motion by Martin, seconded by Krieger to accept and place on file minutes of the City Council – Old Business meeting held on May 6, 2013 and minutes of the City Council – New Business meeting held on May 6, 2013.**
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner
Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)
- *8. **Motion by Martin, seconded by Krieger to approve and authorize issuance of vouchers from the Expenditure Approval List for the period of 4/22/13 – 5/3/13 in the amount of \$1,375,064.63.**
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner
Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)

- *9. Motion by Martin, seconded by Krieger to accept and place on file the City Treasurer Reports for the period ending January 31, 2013, period ending February 28, 2013, and period ending March 31, 2013.**

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner
Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)

I. New Business

- A.** Mayor Rogina read the proclamation declaring May 31, 2013 as Memorial Day – Prayer for Peace in the City of St. Charles.

II. Committee Reports

A. Government Operations

None.

B. Government Services

None.

C. Planning and Development

- *1.** Motion by Martin, seconded by Krieger to direct staff and the City Attorney to draft an Economic Development Incentive Agreement with Lone Star-Cardinal Motorcycle Ventures III, LLC d/b/a Windy City Triumph (131 S. Randall Rd.).

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner
Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)

- *2.** Motion by Martin, seconded by Krieger to approve a Plat of Easement for Stormwater Detention between the St. Charles Public Library and the City of St. Charles.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner
Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)

- *3.** Motion by Martin, seconded by Krieger to approve a Plat of Easement granting Electric Utility Easements, Stormwater Detention Easements and Public Access Easements to the City of St. Charles for development located at 300 N. Randall Road.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner
Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)

- *4. Motion by Martin, seconded by Krieger to accept and place on file Historic Preservation Commission Resolution No. 1-2013 A Resolution Recommending Approval of a Façade Improvement Grant Application (314 W. Main St. – J&C Business Services).
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner
Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)
- *5. Motion by Martin, seconded by Krieger to approve a Façade Improvement Grant Agreement for 314 W. Main St. (J&C Business Services).
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner
Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)
- *6. Motion by Martin, seconded by Krieger to approve a **Resolution 2013-59** Accepting Planning Staff Assistance Services Delivered by the Chicago Metropolitan Agency for Planning.
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner
Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)
- *7. Motion by Martin, seconded by Krieger to accept and place on file minutes of the May 13, 2013 Planning & Development Committee meeting.
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner
Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED (Omnibus Vote)

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

- Michael Cohen, 1242 S. 11th St.
 - Mr. Cohen said he has a great deal of confidence in the Public Works department after dealing with them after the recent flood. He gave Public Works high marks.
 - Mr. Cohen asked what the City can do to prevent the flooding from happening again.
 - Mayor Rogina deferred to Make Koenen.
 - Mark Koenen expressed thanks for the comments regarding the department. Mr. Koenen that the City has an older infrastructure. He also mentioned that in 1985-1988 the City developed a sump pump policy. He explained that there are solutions in place and the City is working on things, but it is a long, slow, expensive process.
 - Mayor Rogina said the Public Works is on top of things.
- Mayor Rogina asked everyone to patronize the East Side businesses especially those affected by the construction on Route 64.
- Mayor Rogina also mentioned that there are 13 candidates for the vacated alderman seat. A subcommittee will be established. He hopes to have someone in place by June 17.

E. Executive Session

Motion by Stellato, seconded by Silkaitis to enter into Executive Session to discuss Personnel at 7:12.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner
Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED

Motion by Stellato, seconded by Turner to return from Executive Session at 7:20.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner
Martin, Krieger, Bessner, Lewis
NAY: 0 ABSENT: 0
MOTION CARRIED

F. Adjournment

Motion By Stellato, seconded by Turner, to adjourn meeting

VOICE VOTE UNANIMOUS MOTION CARRIED

Meeting adjourned at 8:00 P.M.

Nancy Garrison, City Clerk

CERTIFIED TO BE A TRUE COPY OF ORIGINAL

Nancy Garrison, City Clerk

5/17/2013

**City of St. Charles
EXPENDITURE APPROVAL LIST**

5/6/2013 - 5/17/2013

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
103	ALLIED ASPHALT PAVING CO INC	9	584.50	05/16/2013	172834	SURFACE
		9	346.00	05/16/2013	172834A	SURFACE
		9	815.00	05/16/2013	172835	SURFACE
		9	602.00	05/16/2013	172835A	SURFACE
		ALLIED ASPHALT PAVING CO INC Total			2,347.50	
114	DG HARDWARE	71945	9.43	05/16/2013	54378/F	CEMENT ROOF SUPPLIES
			-5.84	05/16/2013	54412/F	CREDIT FOR PO#71957
		DG HARDWARE Total			3.59	
130	ADVANCED PUBLIC SAFETY INC	75477	4,486.75	05/16/2013	12456	ZEBRA PRINTER BUNDLE
		ADVANCED PUBLIC SAFETY INC Total			4,486.75	
137	ASSOCIATION OF FINANCIAL		30.00	05/09/2013	050113JG	2013/2014 MEMBERSHIP
		ASSOCIATION OF FINANCIAL Total			30.00	
139	AFLAC		15.42	05/17/2013	ACAN130517121104HR	AFLAC Cancer Insurance
			24.92	05/17/2013	ACAN130517121104IS	AFLAC Cancer Insurance
			181.28	05/17/2013	ACAN130517121104PD	AFLAC Cancer Insurance
			151.97	05/17/2013	ACAN130517121104PW	AFLAC Cancer Insurance
			25.20	05/17/2013	ADIS130517121104FD	AFLAC Disability and STD
			26.21	05/17/2013	ADIS130517121104FN	AFLAC Disability and STD
			163.33	05/17/2013	ADIS130517121104PD	AFLAC Disability and STD
			109.67	05/17/2013	ADIS130517121104PW	AFLAC Disability and STD
			8.10	05/17/2013	AHIC130517121104FD	AFLAC Hospital Intensive Care
			16.20	05/17/2013	AHIC130517121104PD	AFLAC Hospital Intensive Care
			103.24	05/17/2013	AHIC130517121104PW	AFLAC Hospital Intensive Care
			27.89	05/17/2013	APAC130517121104FD	AFLAC Personal Accident
			16.32	05/17/2013	APAC130517121104FN	AFLAC Personal Accident
			123.44	05/17/2013	APAC130517121104PD	AFLAC Personal Accident
			36.18	05/17/2013	APAC130517121104PW	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>
			13.57	05/17/2013	ASPE130517121104FN	AFLAC Specified Event (PRP)
			32.46	05/17/2013	ASPE130517121104PD	AFLAC Specified Event (PRP)
			81.36	05/17/2013	ASPE130517121104PW	AFLAC Specified Event (PRP)
			42.48	05/17/2013	AVOL130517121104FN	AFLAC Voluntary Indemnity
			136.94	05/17/2013	AVOL130517121104PD	AFLAC Voluntary Indemnity
			21.46	05/17/2013	AVOL130517121104PW	AFLAC Voluntary Indemnity
	AFLAC Total		1,357.64			
147	CHRIS AISTON					
			84.04	05/09/2013	561580	LUNCH HAUSER GROUP
	CHRIS AISTON Total		84.04			
149	ALARM DETECTION SYSTEMS INC					
		75839	360.63	05/16/2013	144000-1020	QUARTERLY CHRG MAY-JUL 13
		75839	123.75	05/16/2013	24696-1035	QRTY CHARGES MAY - JUL 13
		75839	137.83	05/16/2013	46090-1151	MONTHLY MAY 2013
			182.67	05/16/2013	SI-382158	LABOR ELECTRIC ROOM
	ALARM DETECTION SYSTEMS INC Total		804.88			
159	ALFRED BENESCH AND COMPANY					
		68107	98,329.86	05/16/2013	62014	SVC 2-18 TO 4-14-13
	ALFRED BENESCH AND COMPANY Total		98,329.86			
167	ALLIANCE SWEEPING SERVICE INC					
			300.00	05/16/2013	91147	SWEEPING SVC APRIL 2013
			700.00	05/16/2013	91148	SWEEPING SVC APRIL 2013
			2,640.00	05/16/2013	91149	SWEEPING SVC APRIL 2013
	ALLIANCE SWEEPING SERVICE INC Total		3,640.00			
177	AL PIEMONTE CADILLAC INC					
			-300.00	05/17/2013	89179	CREDIT RETURN
			-300.00	05/17/2013	89179	RETURN WATER PUMP
		75527	133.76	05/17/2013	89767	MISC FLEET DEPT RO 47677
		75733	77.36	05/17/2013	89776	MISC FLEET DEPT
		75787	275.20	05/17/2013	89781	INVENTORY ITEMS
	AL PIEMONTE CADILLAC INC Total		-113.68			
210	AMERICAN PUBLIC WORKS ASSOC					
			628.00	05/16/2013	1160-13-14	APWA YEARLY MEMBERSHIP
	AMERICAN PUBLIC WORKS ASSOC Total		628.00			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
233	AMERICAN PLANNING ASSOCIATION		940.00	05/16/2013	058728-1323	2013 PLANNING SUBSCRIPTION
	AMERICAN PLANNING ASSOCIATION Total		<u>940.00</u>			
250	ARCHON CONSTRUCTION CO	72319	13,041.86	05/16/2013	13084	MEADOW/THORNHILL
	ARCHON CONSTRUCTION CO Total		<u>13,041.86</u>			
252	MARK ARENSMEIER		270.00	05/09/2013	042913	BOOT REIMBURSEMENT
	MARK ARENSMEIER Total		<u>270.00</u>			
254	ARISTA INFORMATION SYSTEMS INC	72059	5,223.13	05/16/2013	1330201305	MONTHLY POSTAGE APRIL 2013
		72059	1,923.56	05/16/2013	14825	MONTHLY PRINTING APRIL 2013
	ARISTA INFORMATION SYSTEMS INC Total		<u>7,146.69</u>			
272	ASK ENTERPRISES & SON INC	75226	75.20	05/09/2013	22465	WINTER HOOD SHERPA SHOULDE
		75453	55.50	05/16/2013	22475	INVENTORY ITEMS SCREWDRIVEF
	ASK ENTERPRISES & SON INC Total		<u>130.70</u>			
279	ATLAS CORP & NOTARY SUPPLY CO		19.70	05/09/2013	050313JC	JOSEPH CICCI
			19.70	05/09/2013	050613SH	STEVE HUFFMAN
			39.00	05/09/2013	050713CB	CRAIG BAHE POLICE DEPT
			19.70	05/09/2013	050713CB-A	CECILE BENSON
			10.00	05/16/2013	051513SW	S WITT
	ATLAS CORP & NOTARY SUPPLY CO Total		<u>108.10</u>			
284	ILLINOIS BELL TELEPHONE CO		45.00	05/16/2013	050513	VLAN 248 SVC 56 TO 6-5-13
	ILLINOIS BELL TELEPHONE CO Total		<u>45.00</u>			
285	AT&T		1,328.94	05/16/2013	5441980209	MONTHLY BILLING MAY-JUN 13
	AT&T Total		<u>1,328.94</u>			
294	AUTOMOTIVE PARTS SERVICE	74906	3,700.00	05/16/2013	I-1670	PHYSICAL INVENTORY SERVICES

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	AUTOMOTIVE PARTS SERVICE Total		<u>3,700.00</u>			
297	AV OVERHEAD DOOR					
		75489	288.00	05/09/2013	22690	NRTH BAY DOOR REPAIR
		75066	945.95	05/16/2013	22742	SERVICE PECK SUB STATION
	AV OVERHEAD DOOR Total		<u>1,233.95</u>			
300	AMERICAN WATER WORKS ASSOC					
			77.00	05/16/2013	7000656202	MEMBERSHIP P MARSCHINKE
	AMERICAN WATER WORKS ASSOC Total		<u>77.00</u>			
320	CITY OF BATAVIA					
		71929	7,245.21	05/09/2013	043013	LEAD BILLING FY 12/13
	CITY OF BATAVIA Total		<u>7,245.21</u>			
322	BATAVIA MOOSE LODGE #682					
			120.00	05/16/2013	052313	OFFICER OF THE YR BANQUET
	BATAVIA MOOSE LODGE #682 Total		<u>120.00</u>			
338	AIRGAS NORTH CENTRAL					
		75512	377.57	05/16/2013	9015175661	MISC CHEMICALS
			451.85	05/16/2013	9909708307	MONTHLY RENTAL
	AIRGAS NORTH CENTRAL Total		<u>829.42</u>			
343	BENESYST					
		75674	1,010.79	05/16/2013	0513152	FLEX ADMIN SERVICES MAY 2013
	BENESYST Total		<u>1,010.79</u>			
348	ED BESSNER					
			35.00	05/09/2013	043013	MONTHLY INTERNET APRIL 2013
	ED BESSNER Total		<u>35.00</u>			
403	KEVIN BUCH					
			62.00	05/09/2013	042913	BOOT REIMBURSEMENT
	KEVIN BUCH Total		<u>62.00</u>			
429	SEDGWICK CLAIMS					
		75676	500.00	05/09/2013	B1012753	UNEMPLOYMENT ADMIN SERVICE
	SEDGWICK CLAIMS Total		<u>500.00</u>			
434	CAPITOL INFORMATION GROUP INC					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			89.00	05/16/2013	SBQ3R04	RENEWAL YEARLY SUBSCRIPTION
	CAPITOL INFORMATION GROUP INC Total		89.00			
442	CLIFF CARRIGNAN		35.00	05/09/2013	042813	MONTHLY INTERNET APRIL 2013
	CLIFF CARRIGNAN Total		35.00			
459	CASTLE PARTY RENTALS LLC					
		75220	239.00	05/16/2013	89432	TENT RENTAL ARBOR DAY
	CASTLE PARTY RENTALS LLC Total		239.00			
471	MIKE CEDERGREN		94.90	05/16/2013	042913	SAFETY BOOTS
	MIKE CEDERGREN Total		94.90			
480	CERTIFIED AUTO REPAIR INC		140.00	05/16/2013	115856	TOWING POLICE DEPT
	CERTIFIED AUTO REPAIR INC Total		140.00			
507	DAVID CHMELAR		289.00	05/09/2013	042913	BOOT REIMBURSEMENT
	DAVID CHMELAR Total		289.00			
517	CINTAS CORPORATION					
		71907	41.69	05/16/2013	344590566	FLEET DEPT UNIFORM CLEANING
	CINTAS CORPORATION Total		41.69			
526	CLARKE ENVIRONMENTAL MOSQUITO		24,040.50	05/16/2013	6342712	MOSQUITO SERVICE JUNE 2013
	CLARKE ENVIRONMENTAL MOSQUITO Total	75594	24,040.50			
555	COM ED		431.62	05/09/2013	7646169018 MAY 22 2013	MONTHLY BILLING APRIL 2013
	COM ED Total		431.62			
561	COMBINED CHARITIES CAMPAIGN		11.85	05/17/2013	CCCA130517121104ED	Combined Charities Campaign
			20.00	05/17/2013	CCCA130517121104FD	Combined Charities Campaign
			129.85	05/17/2013	CCCA130517121104FN	Combined Charities Campaign
			8.00	05/17/2013	CCCA130517121104HR	Combined Charities Campaign
			5.00	05/17/2013	CCCA130517121104IS (	Combined Charities Campaign

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			48.46	05/17/2013	CCCA130517121104PD	Combined Charities Campaign
			20.77	05/17/2013	CCCA130517121104PW	Combined Charities Campaign
	COMBINED CHARITIES CAMPAIGN Total		<u>243.93</u>			
563	CDW GOVERNMENT INC					
		75488	617.14	05/16/2013	BW51354	MISC ITEMS
	CDW GOVERNMENT INC Total		<u>617.14</u>			
564	COMCAST OF CHICAGO INC					
			19.16	05/09/2013	042513FD	MONTHLY BILLING MAY 2013
			12.78	05/09/2013	042713PW	MONTHLY BILLING PUBLIC WORKS
	COMCAST OF CHICAGO INC Total		<u>31.94</u>			
577	HEWLETT PACKARD COMPANY					
		75473	959.00	05/16/2013	52730604	HP ELITE PAD
		75480	4,457.77	05/16/2013	52743853	MISC COMPUTER SUPPLIES
	HEWLETT PACKARD COMPANY Total		<u>5,416.77</u>			
620	CRAINS CHICAGO BUSINESS					
			97.95	05/09/2013	37845041	PURCHASING MEMEBERSHIP
	CRAINS CHICAGO BUSINESS Total		<u>97.95</u>			
642	CUSTOM WELDING & FAB INC					
		71915	862.65	05/16/2013	130086	MISC REPAIR DUMP TRUCK GATE
	CUSTOM WELDING & FAB INC Total		<u>862.65</u>			
649	CONSTRUCTION ENTERPRISES					
		75515	1,250.00	05/09/2013	114	SERVICES PATCH 1218 E MAIN ST
	CONSTRUCTION ENTERPRISES Total		<u>1,250.00</u>			
652	LINAS DARGIS					
			54.90	05/09/2013	052013	LUNCH EXPENSE ECSO1 CERT
	LINAS DARGIS Total		<u>54.90</u>			
664	THE DEALMAKERS					
			294.00	05/09/2013	072613	SUBSCRIPTION RENEWAL 2013/14
	THE DEALMAKERS Total		<u>294.00</u>			
675	DELTA MOBILE TESTING INC					
		75503	4,657.50	05/16/2013	15380	STRUCTURAL EXAMS 200 DEVERE

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	DELTA MOBILE TESTING INC Total		<u>4,657.50</u>			
683	DE MAR TREE & LANDSCAPE SVC	72321	3,624.00	05/16/2013	1148	LINE CLEARING ELECTRIC DEPT
	DE MAR TREE & LANDSCAPE SVC Total		<u>3,624.00</u>			
750	DUKANE CONTRACT SERVICES		300.00	05/16/2013	121058	SVC WEST SIDE GARAGE
	DUKANE CONTRACT SERVICES Total		<u>300.00</u>			
776	HD SUPPLY WATERWORKS	75342	695.00	05/16/2013	6520766	SOIL PIPE CUTTER
	HD SUPPLY WATERWORKS Total		<u>695.00</u>			
778	E J EQUIPMENT INC	75390	12,000.00	05/09/2013	EJ7028-03	RENTAL OF VACTOR APRIL 2013
	E J EQUIPMENT INC Total		<u>12,000.00</u>			
858	FEDERAL EXPRESS CORP		22.61	05/09/2013	2-257-94113	WEEKLY SHIPPING CHARGES
	FEDERAL EXPRESS CORP Total		<u>22.61</u>			
861	LISA FERGUSON		27.60	05/09/2013	051413	LUNCH EXPENSE
	LISA FERGUSON Total		<u>27.60</u>			
870	FIRE PENSION FUND		199.82	05/17/2013	FP1%130517121104FD	Fire Pension 1% Fee
			626.45	05/17/2013	FRP2130517121104FD	Fire Pension Tier 2
			14,886.24	05/17/2013	FRPN130517121104FD	Fire Pension
	FIRE PENSION FUND Total		<u>15,712.51</u>			
916	FOX VALLEY FIRE & SAFETY INC	75079	840.00	05/16/2013	759496	HYDROTEST BREATHING AIR TANI
		75829	114.00	05/16/2013	760929	QRTLY CHARGES MAY-JUL 2013
		75829	114.00	05/16/2013	761077	QRTY CHARGES MAY-JUL 2013
		75829	114.00	05/16/2013	761082	QRTY CHARGES MAY - JUL 2013
		75829	114.00	05/16/2013	761109	QRTLY CHARGES MAY - JUL 13
		75829	114.00	05/16/2013	761110	QTRLY CHARGES MAY - JUL 13
		75829	114.00	05/16/2013	761117	QRTLY CHARGES MAY-JUL 13
		75829	114.00	05/16/2013	761118	QRTLY CHARGES MAY - JUL 2013

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		75829	114.00	05/16/2013	761182	QRTY CHARGES MAY-JUL 2013
		75829	114.00	05/16/2013	761183	QRTLY CHARGES MAY-JUL 2013
		75829	114.00	05/16/2013	761184	QRTLY CHARGES MAY-JUL 2013
		75829	114.00	05/16/2013	761185	QRTLY CHARGES MAY-JUL 2013
	FOX VALLEY FIRE & SAFETY INC Total		<u>2,094.00</u>			
927	FOX VALLEY LAWN CARE					
		75262	6,700.00	05/16/2013	CLIP142626	MOWING SERVICES
	FOX VALLEY LAWN CARE Total		<u>6,700.00</u>			
932	CIT					
		71911	213.34	05/16/2013	16092074	MISC FLEET DEPT SUPPLIES
	CIT Total		<u>213.34</u>			
944	GALLS AN ARAMARK COMPANY					
		71964	567.40	05/16/2013	000569293	MISC POLICE DEPT UNIFORMS
		71964	157.90	05/16/2013	000572847	DOUBLE RIFLE CASE
		75543	809.80	05/16/2013	000582697	MISC POLICE DEPT UNIFORMS
		75543	42.29	05/16/2013	000583599	MISC POLICE DEPT UNIFORMS
	GALLS AN ARAMARK COMPANY Total		<u>1,577.39</u>			
952	JERRY GATLIN					
			21.30	05/09/2013	051713	LUNCH EXPENSE SEMINAR
	JERRY GATLIN Total		<u>21.30</u>			
986	GOODYS					
			116.15	05/09/2013	043013	OT MEALS WTR AND WASTEWTR
	GOODYS Total		<u>116.15</u>			
988	GORSKI & GOOD					
			4,780.33	05/09/2013	22397	LEGAL SERVICES APRIL 2013
			1,220.00	05/09/2013	22398	LEGAL SERVICES APRIL 2013
		72187	1,943.47	05/09/2013	22399	LEGAL SERVICES APRIL 2013
			1,420.00	05/09/2013	22400	LEGAL SERVICES APRIL 2013
			360.00	05/09/2013	22401	LEGAL SERVICES APRIL 2013
		72187	3,905.72	05/09/2013	22402	LEGAL SERVICES APRIL 2013
			760.00	05/09/2013	22403	LEGAL SERVICES APRIL 2013
			120.00	05/09/2013	22404	LEGAL SERVICES APRIL 2013
			940.00	05/09/2013	22405	LEGAL SERVICES APRIL 2013
			1,000.00	05/09/2013	22406	LEGAL SERVICES APRIL 2013

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			180.00	05/09/2013	22407	LEGAL SERVICES APRIL 2013
	GORSKI & GOOD Total		<u>16,629.52</u>			
1001	SCOTT GRAY		540.28	05/09/2013	050513	UNIFORM ALLOWANCE
	SCOTT GRAY Total		<u>540.28</u>			
1006	ST CHARLES CONVENTION		43,875.00	05/09/2013	VCCGRE0313	HOTEL TAX MARCH 2013
	ST CHARLES CONVENTION Total		<u>43,875.00</u>			
1036	HARRIS BANK NA		1,320.00	05/17/2013	UNF 130517121104FD (	Union Dues - IAFF
	HARRIS BANK NA Total		<u>1,320.00</u>			
1104	HOVING PIT STOP INC					
		74211	201.61	05/16/2013	2021	STORAGE UNIT RENTAL
	HOVING PIT STOP INC Total		<u>201.61</u>			
1106	HSBC BUSINESS SOLUTIONS		89.55	05/09/2013	311600270000	ANNUAL INVENTORY LUNCH
		75546	34.87	05/09/2013	312110838000	MISC POLICE DEPT SUPPLIES
		75656	479.94	05/09/2013	312620968000	3" TABLETS
		75690	36.61	05/09/2013	312622035000	CAKE FOR NEW MAYOR
		75729	84.72	05/16/2013	312824771000	WELLNESS VENDING MACHINE
		75845	799.97	05/16/2013	313437411000	VIZIO LED TV
		75861	62.43	05/16/2013	313437960000	COFFEE/FILTERS
	HSBC BUSINESS SOLUTIONS Total		<u>1,588.09</u>			
1107	HSBC BUSINESS SOLUTIONS					
		75198	147.98	05/09/2013	28123503	GARDEN HOSE REEL
	HSBC BUSINESS SOLUTIONS Total		<u>147.98</u>			
1117	JOHN HUVER					
			140.00	05/09/2013	042813	BOOT REIMBURSEMENT
	JOHN HUVER Total		<u>140.00</u>			
1133	IBEW LOCAL 196		131.54	05/17/2013	UNE 130517121104PW	Union Due - IBEW
			539.03	05/17/2013	UNEW130517121104PW	Union Due - IBEW - percent

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	IBEW LOCAL 196 Total		<u>670.57</u>			
1135	AT&T		2,032.05	05/09/2013	4556360207	MONTHLY BILLING APRIL 2013
	AT&T Total		<u>2,032.05</u>			
1136	ICMA RETIREMENT CORP					
			114.92	05/17/2013	A4PC130517121104PD	401 A employee deduction - %
			147.32	05/17/2013	C401130517121104CA (	401A Savings Plan Company
			376.56	05/17/2013	C401130517121104CD (	401A Savings Plan Company
			133.83	05/17/2013	C401130517121104ED (	401A Savings Plan Company
			341.09	05/17/2013	C401130517121104FD (	401A Savings Plan Company
			504.54	05/17/2013	C401130517121104FN (	401A Savings Plan Company
			219.16	05/17/2013	C401130517121104HR (	401A Savings Plan Company
			366.66	05/17/2013	C401130517121104IS 0	401A Savings Plan Company
			654.56	05/17/2013	C401130517121104PD (	401A Savings Plan Company
			679.53	05/17/2013	C401130517121104PW	401A Savings Plan Company
			147.32	05/17/2013	E401130517121104CA (	401A Savings Plan Employee
			376.56	05/17/2013	E401130517121104CD (	401A Savings Plan Employee
			133.83	05/17/2013	E401130517121104ED (	401A Savings Plan Employee
			341.09	05/17/2013	E401130517121104FD (	401A Savings Plan Employee
			532.50	05/17/2013	E401130517121104FN (	401A Savings Plan Employee
			219.16	05/17/2013	E401130517121104HR (	401A Savings Plan Employee
			366.66	05/17/2013	E401130517121104IS 0	401A Savings Plan Employee
			654.56	05/17/2013	E401130517121104PD (	401A Savings Plan Employee
			651.57	05/17/2013	E401130517121104PW	401A Savings Plan Employee
			1,035.00	05/17/2013	ICMA130517121104CD	ICMA Deductions - Dollar Amt
			150.00	05/17/2013	ICMA130517121104ED	ICMA Deductions - Dollar Amt
			2,128.84	05/17/2013	ICMA130517121104FD (	ICMA Deductions - Dollar Amt
			1,773.08	05/17/2013	ICMA130517121104FN (	ICMA Deductions - Dollar Amt
			770.00	05/17/2013	ICMA130517121104HR	ICMA Deductions - Dollar Amt
			850.00	05/17/2013	ICMA130517121104IS 0	ICMA Deductions - Dollar Amt
			8,538.69	05/17/2013	ICMA130517121104PD	ICMA Deductions - Dollar Amt
			5,293.47	05/17/2013	ICMA130517121104PW	ICMA Deductions - Dollar Amt
			410.87	05/17/2013	ICMP130517121104CA (	ICMA Deductions - Percent
			234.83	05/17/2013	ICMP130517121104CD (	ICMA Deductions - Percent
			109.97	05/17/2013	ICMP130517121104ED (	ICMA Deductions - Percent
			1,306.01	05/17/2013	ICMP130517121104FD (	ICMA Deductions - Percent
			655.45	05/17/2013	ICMP130517121104FN (	ICMA Deductions - Percent

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			601.67	05/17/2013	ICMP130517121104IS 0	ICMA Deductions - Percent
			904.70	05/17/2013	ICMP130517121104PD 1	ICMA Deductions - Percent
			1,124.84	05/17/2013	ICMP130517121104PW	ICMA Deductions - Percent
			125.00	05/17/2013	ROTH130517121104FD	Roth IRA Deduction
			292.30	05/17/2013	ROTH130517121104HR	Roth IRA Deduction
			350.00	05/17/2013	ROTH130517121104PD	Roth IRA Deduction
			733.67	05/17/2013	ROTH130517121104PW	Roth IRA Deduction
			10.00	05/17/2013	RTHA130517121104CD	Roth 457 - Dollar Amount
			50.00	05/17/2013	RTHA130517121104FD	Roth 457 - Dollar Amount
			60.00	05/17/2013	RTHA130517121104HR	Roth 457 - Dollar Amount
			1,325.94	05/17/2013	RTHA130517121104IS C	Roth 457 - Dollar Amount
			1,326.92	05/17/2013	RTHA130517121104PW	Roth 457 - Dollar Amount
	ICMA RETIREMENT CORP Total		37,122.67			
1153	ILCMA					
			414.25	05/16/2013	051513	ILCMA ANNUAL DUES
	ILCMA Total		414.25			
1155	ILLINOIS FIRE CHIEFS ASSOC					
			375.00	05/09/2013	FO-1330046	SAFETY CLASS KCHRISTENSEN
	ILLINOIS FIRE CHIEFS ASSOC Total		375.00			
1163	ILLINOIS FOX VALLEY SHRM					
			40.00	05/09/2013	051613	LUNCH MEETING MAY 16 2013
	ILLINOIS FOX VALLEY SHRM Total		40.00			
1165	IL DIVISION IAI					
			80.00	05/16/2013	00142	CONFERENCE MAY 2013
	IL DIVISION IAI Total		80.00			
1170	ILLINOIS PAPER AND COPIER CO					
		75394	1,118.80	05/16/2013	IN46309	XEROGRAPHIC BOND WHITE PAPER
	ILLINOIS PAPER AND COPIER CO Total		1,118.80			
1197	ILLINOIS FIRE SERVICE ADM PROF					
			110.00	05/16/2013	050913NACM	IFSAP MEMEBERSHIP
	ILLINOIS FIRE SERVICE ADM PROF Total		110.00			
1215	ILLINOIS MUNICIPAL UTILITIES					
			2,859,229.75	05/14/2013	051413	IMEA APRIL ELECTRIC BILL 2013

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	ILLINOIS MUNICIPAL UTILITIES Total		<u>2,859,229.75</u>			
1222	INGERSOLL & ASSOCIATES	75416	2,228.95	05/16/2013	023457	FRANCINE FOXES
	INGERSOLL & ASSOCIATES Total		<u>2,228.95</u>			
1225	INSIGHT PUBLIC SECTOR	75474	45.26	05/16/2013	1100311199	LOGITECH WIRELESS COMBO
		75491	76.04	05/16/2013	1100312173	NOTEBOOK BATTERY
	INSIGHT PUBLIC SECTOR Total		<u>121.30</u>			
1255	IPAC		125.00	05/09/2013	050113	2013/14 MEMBERSHIP DUES
	IPAC Total		<u>125.00</u>			
1275	JAMES D SKAAR LAW OFFICES		337.50	05/09/2013	050713	LEGAL SERVICES MAR/APR 13
			150.00	05/09/2013	050713A	LIEN LAPPIN
	JAMES D SKAAR LAW OFFICES Total		<u>487.50</u>			
1309	J&S NEWPORT ENT LP		4.69	05/09/2013	050313	PRISONER FOOD MEALS SEPT 201
	J&S NEWPORT ENT LP Total		<u>4.69</u>			
1313	KANE COUNTY RECORDERS OFFICE		96.00	05/16/2013	296100	2013K035557,58,59
	KANE COUNTY RECORDERS OFFICE Total		<u>96.00</u>			
1333	KANE GRAPHICAL CORP	75418	23.78	05/16/2013	INV1132467	NAME BADGES
	KANE GRAPHICAL CORP Total		<u>23.78</u>			
1335	KANE COUNTY TREASURER		11,501.43	05/17/2013	0931300010-13	PROPERTY TAXES 1ST INSTALLME
	KANE COUNTY TREASURER Total		<u>11,501.43</u>			
1353	SUSAN KEMPH		120.31	05/09/2013	042313A	
	SUSAN KEMPH Total		<u>120.31</u>			
1360	DAVE KETELSON					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			27.60	05/09/2013	051413	LUNCH EXPENSES
	DAVE KETELSON Total		27.60			
1374	ST CHARLES KIWANIS					
		75691	137.00	05/09/2013	040113BT	APRIL-JUNE MEMBERSHIP
	ST CHARLES KIWANIS Total		137.00			
1403	WEST VALLEY GRAPHICS & PRINT					
		72051	116.10	05/16/2013	8789	REPORT NOTICES
	WEST VALLEY GRAPHICS & PRINT Total		116.10			
1450	LEE JENSEN SALES CO INC					
		75360	2,075.00	05/16/2013	127914	GENERATOR COVER AND GENER/
	LEE JENSEN SALES CO INC Total		2,075.00			
1489	LOWES					
		71955	7.12	05/16/2013	02106	MISC SUPPLIES PUBLIC SERVICES
		72153	420.37	05/16/2013	02388	WATER DEPT SUPPLIES
	LOWES Total		427.49			
1525	JIM MARTIN					
			35.00	05/09/2013	043013	MONTHLY INTERNET APRIL 2013
	JIM MARTIN Total		35.00			
1526	DON MARSCHKE					
			135.00	05/09/2013	050513	BOOT ALLOWANCE
	DON MARSCHKE Total		135.00			
1548	TIM MASINICK					
			289.00	05/09/2013	042913	BOOT REIMBURSEMENT
	TIM MASINICK Total		289.00			
1564	MICHAEL MCCOWAN					
			123.63	05/16/2013	042113	FUEL REIMB 4-21 TO 4-25-13
	MICHAEL MCCOWAN Total		123.63			
1567	BRIDGET MCCOWAN					
			54.90	05/09/2013	052013	LUNCH EXPENSE ECSO1 CERT
	BRIDGET MCCOWAN Total		54.90			
1571	MCCANN INDUSTRIES INC					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		75347	49.90	05/09/2013	01316766	PLASTIC TRASH BUCKET
	MCCANN INDUSTRIES INC Total		49.90			
1573	NANCY MCFARLAND		30.51	05/09/2013	050213	CPA ACADEMY EXPENSES
	NANCY MCFARLAND Total		30.51			
1585	MEADE ELECTRIC COMPANY INC	72373	1,234.00	05/16/2013	659483	TRAFFIC SIGNAL MAINTENANCE
	MEADE ELECTRIC COMPANY INC Total		1,234.00			
1613	METROPOLITAN ALLIANCE OF POL		880.00	05/17/2013	UNP 130517121104PD (	Union Dues - IMAP
			99.00	05/17/2013	UNPS130517121104PD	Union Dues-Police Sergeants
	METROPOLITAN ALLIANCE OF POL Total		979.00			
1614	MEYER MATERIAL	72348	730.00	05/16/2013	704133955	13TH AND HOWARD ST
	MEYER MATERIAL Total		730.00			
1651	MNJ TECHNOLOGIES DIRECT INC	75500	934.32	05/16/2013	0003247052	HP ELITE BOOK 8470P
		74620	51.87	05/16/2013	0003248753	RAM MOUNTING SYSTEM
	MNJ TECHNOLOGIES DIRECT INC Total		986.19			
1686	NAPA AUTO PARTS	71903	46.92	05/16/2013	393017	MISC FLEET DEPT SUPPLIES
		75554	269.50	05/16/2013	394083	FLEET DEPT SUPPLIES
		75554	739.55	05/16/2013	394257	MISC FLEET DEPT RO 47654
	NAPA AUTO PARTS Total		1,055.97			
1701	ARBOR DAY FOUNDATION		25.00	05/16/2013	050913PS	ANNUAL MEMBERSHIP PSUHR
	ARBOR DAY FOUNDATION Total		25.00			
1704	NCPERS IL IMRF		8.00	05/17/2013	NCP2130517121104PD	NCPERS 2
			24.00	05/17/2013	NCP2130517121104PW	NCPERS 2
	NCPERS IL IMRF Total		32.00			
1745	NICOR					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			23.64	05/16/2013	0847 6 MAY 6 2013	SVC 03/05/13-5/6/13
			94.53	05/16/2013	100 1 MAY 9 2013	SVC 4-9 TO 5-9-13
			33.35	05/16/2013	1000 3 MAY 6 2013	SVC 4/5/13-5/6/13
			65.93	05/09/2013	1000 9 APR 29 2013	1407 PRARIE ST
			24.63	05/16/2013	1745	SVC 4-4 TO 5-6-13
			32.93	05/09/2013	4625 3 MAY 3 2013	2602 WOODWARD DR
	NICOR Total		275.01			
1756	NORTH CENTRAL LABORATORIES					
		75201	604.24	05/16/2013	320724	MISC LAB DEPT SUPPLIES
		75201	609.64	05/16/2013	320725	MISC LAB DEPT SUPPLIES
	NORTH CENTRAL LABORATORIES Total		1,213.88			
1765	NEW WORLD SYSTEMS					
		75663	12,603.00	05/09/2013	027346	YEARLY BILLING 2013/14
	NEW WORLD SYSTEMS Total		12,603.00			
1772	OHALLORAN KOSOFF GEITNER &					
			1,776.92	05/16/2013	051513	S MUENZ
	OHALLORAN KOSOFF GEITNER & Total		1,776.92			
1775	RAY O'HERRON CO					
			658.43	05/09/2013	1311674-IN	POLICE DEPT UNIFORMS 71968
		71968	296.83	05/09/2013	1312091-IN	MISC POLICE DEPT UNIFORMS
			241.89	05/16/2013	1313143-IN	POLICE DEPT UNIFORMS 71968
			-25.90	05/16/2013	1314643-CM	RETURN INVOICE 67717
	RAY O'HERRON CO Total		1,171.25			
1808	PARAGON MICRO INC					
		75430	669.65	05/16/2013	189356	XEROX INK CARTRIDGES
	PARAGON MICRO INC Total		669.65			
1814	PATTEN INDUSTRIES INC					
		75555	6,938.75	05/09/2013	TM35105	FLEET DEPT VEH 1920
	PATTEN INDUSTRIES INC Total		6,938.75			
1822	PDC LABORATORIES INC					
			35.00	05/16/2013	738373S	TESTING
	PDC LABORATORIES INC Total		35.00			
1825	PEDERSEN COMPANY					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		74205	67,880.00	05/09/2013	2013-3663	EAB REMOVAL PROGRAM
	PEDERSEN COMPANY Total		67,880.00			
1861	POLICE PENSION FUND					
			874.72	05/17/2013	PLP2130517121104PD	Police Pension Tier 2
			16,252.31	05/17/2013	PLPN130517121104PD	Police Pension
	POLICE PENSION FUND Total		17,127.03			
1890	LEGAL SHIELD					
			7.36	05/17/2013	PPLS130517121104CD	Pre-Paid Legal Services
			43.70	05/17/2013	PPLS130517121104FD	Pre-Paid Legal Services
			145.33	05/17/2013	PPLS130517121104PD	Pre-Paid Legal Services
	LEGAL SHIELD Total		196.39			
1900	PROVIDENT LIFE & ACCIDENT					
			26.76	05/17/2013	POPT130517121104FD	Provident Optional Life
	PROVIDENT LIFE & ACCIDENT Total		26.76			
1946	RANDALL PRESSURE SYSTEMS INC					
		71917	117.04	05/16/2013	223001-0413	MONTHLY BILLING APRIL 2013
		75436	23.55	05/16/2013	I-78966-1	GASKET
	RANDALL PRESSURE SYSTEMS INC Total		140.59			
1957	REAL WHEELS					
		75431	305.49	05/16/2013	179377	MISC SUPPLIES
	REAL WHEELS Total		305.49			
2021	ROADWAY TOWING					
		72157	151.00	05/09/2013	447546	TRUCK TESTING
	ROADWAY TOWING Total		151.00			
2032	POMPS TIRE SERVICE INC					
		71918	153.00	05/16/2013	640009065	MISC FLEET DEPT SUPPLIES
	POMPS TIRE SERVICE INC Total		153.00			
2052	SAFETY SUPPLY ILLINOIS CORP					
		75456	65.95	05/17/2013	1902548388	TWO TONE VEST
		75456	52.34	05/17/2013	1902548423	INVENTORY ITEMS
		75456	180.07	05/17/2013	1902548473	INVENTORY ITEMS
	SAFETY SUPPLY ILLINOIS CORP Total		298.36			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
2064	SANTANNA NATURAL GAS CORP		3,006.84	05/09/2013	050113	MONTHLY BILLING APRIL 2013
	SANTANNA NATURAL GAS CORP Total		<u>3,006.84</u>			
2110	2ND WIND EXERCISE EQUIPMENT					
		75189	3,348.00	05/16/2013	022021663	PRECOR 956 TREADMILL
	2ND WIND EXERCISE EQUIPMENT Total		<u>3,348.00</u>			
2123	SERVICE MECHANICAL INDUSTRIES					
		74234	441.00	05/16/2013	4823	SERVICE 100 ILLINOIS AVE
		75583	1,516.73	05/16/2013	S46890	SERVICE CENTURY STATIONS
		75583	1,516.73	05/16/2013	S46890	SERVICE CENTURY STATIONS
		75583	-1,516.73	05/16/2013	S46890	SERVICE CENTURY STATIONS
		75583	-1,516.73	05/16/2013	S46890	SERVICE CENTURY STATIONS
	SERVICE MECHANICAL INDUSTRIES Total		<u>441.00</u>			
2137	SHERWIN WILLIAMS					
		72161	591.60	05/16/2013	8680-9	PAINT
	SHERWIN WILLIAMS Total		<u>591.60</u>			
2163	SKYLINE TREE SERVICE &					
		72323	5,418.00	05/16/2013	1647	LINE CLEARING ELECTRIC DEPT
		73871	2,000.00	05/16/2013	1648	EAB PHASE II REMOVALS
	SKYLINE TREE SERVICE & Total		<u>7,418.00</u>			
2175	ISABEL SODERLIND					
			8.53	05/09/2013	043013	PETTY CASH CONSTRUCTION SVC
			106.70	05/09/2013	043013A	PETTY CASH ENV SERVICES
			52.00	05/16/2013	043013B	PETTY CASH
	ISABEL SODERLIND Total		<u>167.23</u>			
2178	SONNTAG REPORTING SERVICE					
		73762	288.80	05/09/2013	87003	TRANSCRIPT
	SONNTAG REPORTING SERVICE Total		<u>288.80</u>			
2200	STATE TREASURER					
		75099	6,857.55	05/16/2013	40210A	TRFC SGNL MAINT JAN-MAR
	STATE TREASURER Total		<u>6,857.55</u>			
2212	CITY OF ST CHARLES					
			279.50	05/17/2013	COR1130517121104FD	CORE 1500 Medical EE

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			349.50	05/17/2013	COR1130517121104FN	CORE 1500 Medical EE
			70.50	05/17/2013	COR1130517121104HR	CORE 1500 Medical EE
			115.50	05/17/2013	COR1130517121104IS (	CORE 1500 Medical EE
			294.50	05/17/2013	COR1130517121104PD	CORE 1500 Medical EE
			215.50	05/17/2013	COR1130517121104PW	CORE 1500 Medical EE
			194.40	05/17/2013	COR5130517121104ED	CityMed PreTax BuyUp 500 EE
			1,462.08	05/17/2013	COR5130517121104FD	CityMed PreTax BuyUp 500 EE
			231.87	05/17/2013	COR5130517121104FN	CityMed PreTax BuyUp 500 EE
			345.02	05/17/2013	COR5130517121104IS (	CityMed PreTax BuyUp 500 EE
			1,905.73	05/17/2013	COR5130517121104PD	CityMed PreTax BuyUp 500 EE
			4,761.36	05/17/2013	COR5130517121104PW	CityMed PreTax BuyUp 500 EE
			124.57	05/17/2013	CORE130517121104CA	Medical BuyUp 750 EE
			1,086.86	05/17/2013	CORE130517121104CD	Medical BuyUp 750 EE
			3,200.54	05/17/2013	CORE130517121104FD	Medical BuyUp 750 EE
			689.60	05/17/2013	CORE130517121104FN	Medical BuyUp 750 EE
			234.98	05/17/2013	CORE130517121104HR	Medical BuyUp 750 EE
			508.92	05/17/2013	CORE130517121104IS (	Medical BuyUp 750 EE
			3,206.15	05/17/2013	CORE130517121104PD	Medical BuyUp 750 EE
			3,598.51	05/17/2013	CORE130517121104PW	Medical BuyUp 750 EE
			7.91	05/17/2013	DELE130517121104CA	City Dental Plan Pre - Tax EE
			52.06	05/17/2013	DELE130517121104CD	City Dental Plan Pre - Tax EE
			4.60	05/17/2013	DELE130517121104ED	City Dental Plan Pre - Tax EE
			272.81	05/17/2013	DELE130517121104FD (	City Dental Plan Pre - Tax EE
			67.15	05/17/2013	DELE130517121104FN (	City Dental Plan Pre - Tax EE
			20.42	05/17/2013	DELE130517121104HR	City Dental Plan Pre - Tax EE
			56.66	05/17/2013	DELE130517121104IS 0	City Dental Plan Pre - Tax EE
			286.61	05/17/2013	DELE130517121104PD	City Dental Plan Pre - Tax EE
			417.04	05/17/2013	DELE130517121104PW	City Dental Plan Pre - Tax EE
			0.12	05/17/2013	DLCH130517121104CA	Dependent Life - Child
			3.22	05/17/2013	DLCH130517121104CD	Dependent Life - Child
			12.09	05/17/2013	DLCH130517121104FD	Dependent Life - Child
			2.42	05/17/2013	DLCH130517121104FN	Dependent Life - Child
			0.92	05/17/2013	DLCH130517121104HR	Dependent Life - Child
			1.61	05/17/2013	DLCH130517121104IS (	Dependent Life - Child
			10.24	05/17/2013	DLCH130517121104PD	Dependent Life - Child
			11.39	05/17/2013	DLCH130517121104PW	Dependent Life - Child
			45.42	05/17/2013	ESLE130517121104CD	Dep Life Spouse - EE Paid
			7.25	05/17/2013	ESLE130517121104ED (	Dep Life Spouse - EE Paid
			86.85	05/17/2013	ESLE130517121104FD (	Dep Life Spouse - EE Paid

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			40.38	05/17/2013	ESLE130517121104FN	Dep Life Spouse - EE Paid
			13.58	05/17/2013	ESLE130517121104HR	Dep Life Spouse - EE Paid
			10.53	05/17/2013	ESLE130517121104IS	Dep Life Spouse - EE Paid
			82.40	05/17/2013	ESLE130517121104PD	Dep Life Spouse - EE Paid
			142.71	05/17/2013	ESLE130517121104PW	Dep Life Spouse - EE Paid
			73.80	05/17/2013	ESLR130517121104CD	Supplemental Life - EE Pd
			3.62	05/17/2013	ESLR130517121104ED	Supplemental Life - EE Pd
			609.37	05/17/2013	ESLR130517121104FD	Supplemental Life - EE Pd
			99.55	05/17/2013	ESLR130517121104FN	Supplemental Life - EE Pd
			24.19	05/17/2013	ESLR130517121104HR	Supplemental Life - EE Pd
			45.17	05/17/2013	ESLR130517121104IS	Supplemental Life - EE Pd
			514.71	05/17/2013	ESLR130517121104PD	Supplemental Life - EE Pd
			696.35	05/17/2013	ESLR130517121104PW	Supplemental Life - EE Pd
	CITY OF ST CHARLES Total		26,598.74			
2214	ST CHARLES CHAMBER OF COMMERCE					
			125.00	05/16/2013	7772	COUNTY UPDATE LUNCHEON
	ST CHARLES CHAMBER OF COMMERCE Total		125.00			
2216	ST CHARLES PARK DISTRICT					
		75710	13,113.00	05/09/2013	801	DONATION 4TH JULY FIREWORKS
	ST CHARLES PARK DISTRICT Total		13,113.00			
2220	ST CHARLES PUBLIC LIBRARY DIST					
			4,804.58	05/09/2013	2009RP014A	CLOSED REVENUE ACCT 2009PRO
	ST CHARLES PUBLIC LIBRARY DIST Total		4,804.58			
2228	CITY OF ST CHARLES					
			63.23	05/16/2013	3313106561513	SVC 4-2 TO 5-1-13
			80.00	05/16/2013	3313106721513	SVC 4-2 TO 5-1-13
			58.95	05/16/2013	3313106802513	SVC 4-2 TO 5-1-13
			232.04	05/16/2013	4609225600513	
			3,071.24	05/16/2013	4609225780513	SVC 4-2 TO 5-2-13
	CITY OF ST CHARLES Total		3,505.46			
2229	SOURCE ONE					
		71906	554.04	05/09/2013	366750	MISC OFFICE SUPPLIES PW
		72070	56.04	05/09/2013	366761	MISC OFFICE SUPPLIES ELECTRIC
		72524	15.58	05/09/2013	366768	MISC OFFICE SUPPLIES PURCH
		72090	136.39	05/16/2013	366779	MISC OFFICE SUPPLIES BC&E

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		72090	17.98	05/16/2013	366803	MISC OFFICE SUPPLIES BC&E
			6.28	05/16/2013	366834	MISC OFFICE SUPPLIES POLICE
		72070	232.86	05/16/2013	366885	MISC OFFICE SUPPLIES ELECTRIC
			111.98	05/16/2013	366947	MISC OFFICE SUPPLIES POLICE
		72315	41.33	05/16/2013	367028	MISC OFFICE SUPPLIES CITY ADM
	SOURCE ONE Total		1,172.48			
2250	STREICHERS					
		71980	47.99	05/16/2013	I1014949	MISC POLICE DEPT UNIFORMS
		75565	235.68	05/16/2013	I1016138	MISC POLICE DEPT UNIFORMS
		75565	181.74	05/16/2013	I1016253	MISC POLICE DEPT UNIFORMS
	STREICHERS Total		465.41			
2268	SUNBELT RENTALS INC					
		75056	1,235.00	05/16/2013	39363209-001	SCRUBBER RENTAL
	SUNBELT RENTALS INC Total		1,235.00			
2300	TEMCO MACHINERY INC					
		71921	42.06	05/16/2013	AG33611	MISC FLEET DEPT
	TEMCO MACHINERY INC Total		42.06			
2301	GENERAL CHAUFFERS SALES DRIVER					
			141.50	05/17/2013	UNT 130517121104CD (	Union Dues - Teamsters
			118.50	05/17/2013	UNT 130517121104FN (	Union Dues - Teamsters
			2,095.00	05/17/2013	UNT 130517121104PW (	Union Dues - Teamsters
	GENERAL CHAUFFERS SALES DRIVER Total		2,355.00			
2316	THOMPSON AUTO SUPPLY INC					
		75238	13.43	05/16/2013	2-231671	INVENTORY ITEMS
		75299	49.74	05/16/2013	2-231689	INVENTORY ITEMS
		75316	33.52	05/09/2013	2-232299	INVENTORY ITEMS
		71922	408.08	05/09/2013	4177-0413	MONTHLY BILLING FLEET APRIL 13
	THOMPSON AUTO SUPPLY INC Total		504.77			
2351	TREASURER OF VIRGINIA					
			125.38	05/17/2013	000000585130517121104	VA Child Support Amount 1
	TREASURER OF VIRGINIA Total		125.38			
2370	WILLIAM TURNER					
			35.00	05/16/2013	051413	MONTHLY INTERNET MAY 2013

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	WILLIAM TURNER Total		<u>35.00</u>			
2373	TYLER MEDICAL SERVICES		900.00	05/09/2013	331437	BACK/LIFT EDUCATION CLASS
	TYLER MEDICAL SERVICES Total		<u>900.00</u>			
2383	UNITED STATES POSTAL SERVICE		4,000.00	05/09/2013	6116619-0513	POSTAGE METER REIBURSEMENT
	UNITED STATES POSTAL SERVICE Total		<u>4,000.00</u>			
2392	UNIFORMITY INC		15.85	05/09/2013	IN219213	FIRE DEPT UNIFORMS
			144.85	05/09/2013	IN219214	FIRE DEPT UNIFORMS
			147.75	05/09/2013	IN219286	FIRE DEPT UNIFORMS
			25.90	05/09/2013	IN219358	FIRE DEPT UNIFORMS
			44.75	05/09/2013	IN219416	FIRE DEPT UNIFORMS
			379.50	05/09/2013	IN219417	FIRE DEPT UNIFORMS
			25.90	05/09/2013	IN219471	FIRE DEPT UNIFORMS
			311.60	05/09/2013	IN219540	FIRE DEPT UNIFORMS
		74079	89.90	05/16/2013	IN219907	FIRE DEPT UNIFORMS
	UNIFORMITY INC Total		<u>1,186.00</u>			
2393	RAILROAD MANAGEMENT CO LLC		3,344.14	05/16/2013	122958	AGREEMENT
	RAILROAD MANAGEMENT CO LLC Total	74622	<u>3,344.14</u>			
2398	UNITED RADIO COMMUNICATIONS		270.40	05/16/2013	23936500	MISC SUPPLIES PHONES
	UNITED RADIO COMMUNICATIONS Total	73123	<u>270.40</u>			
2401	UNIVERSAL UTILITY SUPPLY INC		978.75	05/16/2013	3014704	INVENTORY ITEMS
	UNIVERSAL UTILITY SUPPLY INC Total	75766	<u>978.75</u>			
2403	UNITED PARCEL SERVICE		51.55	05/09/2013	0000650961173	WEEKLY SHIPPING CHARGES
			43.90	05/16/2013	0000650961183	WEEKLY SHIPPING CHARGES
	UNITED PARCEL SERVICE Total		<u>95.45</u>			
2404	HD SUPPLY FACILITIES MAINT LTD		287.73	05/16/2013	943228	INVENTORY ITEMS
		75459				

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		75507	2,597.07	05/16/2013	944697	MISC ITEMS WASTEWATER
	HD SUPPLY FACILITIES MAINT LTD Total		2,884.80			
2410	VALLEY LOCK CO					
			14.50	05/16/2013	54048	MISC KEY PURCHASE
		75654	190.22	05/16/2013	54386	POLICE DEPT KEY SERVICES
	VALLEY LOCK CO Total		204.72			
2413	VALLEY FIRE PROTECTION SERVICE					
		75104	9,452.00	05/09/2013	083421	MISC SERVICES
	VALLEY FIRE PROTECTION SERVICE Total		9,452.00			
2425	VEHICLE MAINTENANCE PROGRAM					
		75460	324.00	05/16/2013	INV-208907	ANCO BLADE
	VEHICLE MAINTENANCE PROGRAM Total		324.00			
2429	VERIZON WIRELESS					
			180.24	05/09/2013	9703844125	MONTHLY BILLING APRIL 2013
			7,664.91	05/16/2013	9704300973	SVC 4-4 TO 5-3-13
	VERIZON WIRELESS Total		7,845.15			
2473	WASCO TRUCK REPAIR CO					
			1.00	05/16/2013	123552	TRUCK TESTING
			84.50	05/16/2013	123735	VEH 1723,2182,1860,1798 TEST
		72086	149.00	05/09/2013	123809	TRUCK TESTING
		72086	74.00	05/16/2013	123906	TRUCK TESTING
	WASCO TRUCK REPAIR CO Total		308.50			
2477	WASCO LAWN & POWER INC					
		75146	1,188.60	05/16/2013	177872	MISC ITEMS FOR CHAIN SAW
		75402	499.20	05/16/2013	178038	INVENTORY ITEMS
			-17.44	05/16/2013	178371	PRICING CREDIT INV 178055
	WASCO LAWN & POWER INC Total		1,670.36			
2495	WEST SIDE TRACTOR SALES CO					
		75685	1,650.00	05/16/2013	107058	RENTAL 4/29/13 - 5/2/613
	WEST SIDE TRACTOR SALES CO Total		1,650.00			
2506	WESCO DISTRIBUTION INC					
		75302	1,479.00	05/09/2013	790890	INVENTORY ITEMS
		75441	788.40	05/16/2013	795823	RAIN JACKETS

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		74721	9,500.00	05/16/2013	796343	TRANSFORMERS
	WESCO DISTRIBUTION INC Total		<u>11,767.40</u>			
2512	WHOLESALE DIRECT INC					
			97.51	05/09/2013	000198256	FLEET DEPT PO 74755
		75364	426.73	05/16/2013	000199842	OPTI SCENE LENS
	WHOLESALE DIRECT INC Total		<u>524.24</u>			
2631	ZIMMERMAN FORD INC					
		75772	224.92	05/16/2013	53186	INVENTORY ITEMS
		71923	3,204.22	05/09/2013	S43-0413	MONTHLY BILLING FLEET APRIL 13
	ZIMMERMAN FORD INC Total		<u>3,429.14</u>			
2637	ILLINOIS DEPT OF REVENUE					
			131,394.31	05/13/2013	051313ELE	ELECTRICITY EXCISE TAX
			717.96	05/17/2013	ILST130517121104CA 0	Illinois State Tax
			1,560.90	05/17/2013	ILST130517121104CD 0	Illinois State Tax
			397.07	05/17/2013	ILST130517121104ED 0	Illinois State Tax
			7,141.03	05/17/2013	ILST130517121104FD 0	Illinois State Tax
			2,055.22	05/17/2013	ILST130517121104FN 0	Illinois State Tax
			704.04	05/17/2013	ILST130517121104HR 0	Illinois State Tax
			1,446.29	05/17/2013	ILST130517121104IS 0	Illinois State Tax
			9,257.23	05/17/2013	ILST130517121104PD 0	Illinois State Tax
			11,929.65	05/17/2013	ILST130517121104PW 0	Illinois State Tax
	ILLINOIS DEPT OF REVENUE Total		<u>166,603.70</u>			
2638	INTERNAL REVENUE SERVICE					
			1,088.93	05/17/2013	FICA130517121104CA 0	FICA Employee
			2,200.78	05/17/2013	FICA130517121104CD 0	FICA Employee
			557.37	05/17/2013	FICA130517121104ED 0	FICA Employee
			330.68	05/17/2013	FICA130517121104FD 0	FICA Employee
			2,929.30	05/17/2013	FICA130517121104FN 0	FICA Employee
			1,011.84	05/17/2013	FICA130517121104HR 0	FICA Employee
			2,084.36	05/17/2013	FICA130517121104IS 0	FICA Employee
			2,472.30	05/17/2013	FICA130517121104PD 0	FICA Employee
			16,354.21	05/17/2013	FICA130517121104PW 0	FICA Employee
			1,088.93	05/17/2013	FICE130517121104CA 0	FICA Employer
			2,200.78	05/17/2013	FICE130517121104CD 0	FICA Employer
			557.37	05/17/2013	FICE130517121104ED 0	FICA Employer
			330.68	05/17/2013	FICE130517121104FD 0	FICA Employer

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			2,818.73	05/17/2013	FICE130517121104FN C	FICA Employer
			1,013.61	05/17/2013	FICE130517121104HR C	FICA Employer
			2,082.59	05/17/2013	FICE130517121104IS 0	FICA Employer
			2,472.30	05/17/2013	FICE130517121104PD C	FICA Employer
			16,464.78	05/17/2013	FICE130517121104PW I	FICA Employer
			1,829.55	05/17/2013	FIT 130517121104CA 0	Federal Withholding Tax
			3,876.77	05/17/2013	FIT 130517121104CD 0	Federal Withholding Tax
			1,350.48	05/17/2013	FIT 130517121104ED 0	Federal Withholding Tax
			20,523.35	05/17/2013	FIT 130517121104FD 0	Federal Withholding Tax
			5,734.27	05/17/2013	FIT 130517121104FN 0	Federal Withholding Tax
			1,807.04	05/17/2013	FIT 130517121104HR 0	Federal Withholding Tax
			3,976.98	05/17/2013	FIT 130517121104IS 0	Federal Withholding Tax
			25,336.50	05/17/2013	FIT 130517121104PD 0	Federal Withholding Tax
			33,331.96	05/17/2013	FIT 130517121104PW 0	Federal Withholding Tax
			254.68	05/17/2013	MEDE130517121104CA	Medicare Employee
			514.69	05/17/2013	MEDE130517121104CD	Medicare Employee
			130.35	05/17/2013	MEDE130517121104ED	Medicare Employee
			2,314.62	05/17/2013	MEDE130517121104FD	Medicare Employee
			685.06	05/17/2013	MEDE130517121104FN	Medicare Employee
			236.65	05/17/2013	MEDE130517121104HR	Medicare Employee
			487.47	05/17/2013	MEDE130517121104IS C	Medicare Employee
			3,128.04	05/17/2013	MEDE130517121104PD	Medicare Employee
			3,824.81	05/17/2013	MEDE130517121104PW	Medicare Employee
			254.68	05/17/2013	MEDR130517121104CA	Medicare Employer
			514.69	05/17/2013	MEDR130517121104CD	Medicare Employer
			130.35	05/17/2013	MEDR130517121104ED	Medicare Employer
			2,314.62	05/17/2013	MEDR130517121104FD	Medicare Employer
			659.18	05/17/2013	MEDR130517121104FN	Medicare Employer
			237.06	05/17/2013	MEDR130517121104HR	Medicare Employer
			487.06	05/17/2013	MEDR130517121104IS I	Medicare Employer
			3,128.04	05/17/2013	MEDR130517121104PD	Medicare Employer
			3,850.69	05/17/2013	MEDR130517121104PW	Medicare Employer
	INTERNAL REVENUE SERVICE Total		178,979.18			
2639	STATE DISBURSEMENT UNIT					
			440.93	05/17/2013	00000037130517121104	IL Child Support Amount 1
			347.26	05/17/2013	00000064130517121104	IL Child Support Amount 1
			465.36	05/17/2013	00000064130517121104	IL Child Support Amount 2
			795.70	05/17/2013	00000135130517121104	IL Child Support Amount 1

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			600.00	05/17/2013	000000191130517121104	IL Child Support Amount 1
			1,661.54	05/17/2013	000000202130517121104	IL CS Maintenance 1
			545.00	05/17/2013	000000206130517121104	IL Child Support Amount 1
			580.00	05/17/2013	000000292130517121104	IL Child Support Amount 1
			369.23	05/17/2013	000000486130517121104	IL Child Support Amount 1
			260.00	05/17/2013	000000836130517121104	IL Child Support Amount 1
			456.04	05/17/2013	000001123130517121104	IL Child Support Amount 1
	STATE DISBURSEMENT UNIT Total		<u>6,521.06</u>			
2643	DELTA DENTAL					
			4,887.63	05/07/2013	050713	DELTA DENTAL CLAIMS
			2,618.00	05/13/2013	051313	DELTA DENTAL CLAIMS
	DELTA DENTAL Total		<u>7,505.63</u>			
2644	IMRF					
			166,535.54	05/10/2013	051013	IMRF PAYROLL WIRE EE/ER/VOL
	IMRF Total		<u>166,535.54</u>			
2656	DISH DBS CORP					
		75686	863.88	05/09/2013	050513	YEARLY AGREEMENT
	DISH DBS CORP Total		<u>863.88</u>			
2683	CONTINENTAL AMERICAN INSURANCE					
			59.89	05/17/2013	ACCG130517121104FD	AFLAC Accident Plan
			17.48	05/17/2013	ACCG130517121104FN	AFLAC Accident Plan
			7.48	05/17/2013	ACCG130517121104HR	AFLAC Accident Plan
			17.48	05/17/2013	ACCG130517121104IS	AFLAC Accident Plan
			219.23	05/17/2013	ACCG130517121104PD	AFLAC Accident Plan
			95.53	05/17/2013	ACCG130517121104PW	AFLAC Accident Plan
	CONTINENTAL AMERICAN INSURANCE Total		<u>417.09</u>			
2732	ALPHA PAINTING REMODELING INC					
		75410	1,500.00	05/09/2013	042213	PAINT KITCHEN CABINETS
	ALPHA PAINTING REMODELING INC Total		<u>1,500.00</u>			
2738	TRI-R SYSTEMS INCORPORATED					
			7,000.00	05/16/2013	003571	SERVICE COMPUTER PROGRAMM
			2,800.00	05/16/2013	003575	BLOWER BUILDING PROGRAMMIN
	TRI-R SYSTEMS INCORPORATED Total		<u>9,800.00</u>			
2756	RXBENEFITS, INC.					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			23,492.03	05/06/2013	2697	PRESCRIPTION CLAIMS
	RXBENEFITS, INC. Total		<u>23,492.03</u>			
2757	ABB INC					
		74687	15,500.00	05/16/2013	7101873240	SPARE FAN MOTOR GASKET KIT
	ABB INC Total		<u>15,500.00</u>			
2769	GENWORTH LIFE INSURANCE COMPAN					
			61.46	05/17/2013	LTCI130517121104CA 0	Long Term Care Insurance
			105.81	05/17/2013	LTCI130517121104FN 0	Long Term Care Insurance
			98.23	05/17/2013	LTCI130517121104HR C	Long Term Care Insurance
			85.12	05/17/2013	LTCI130517121104PD 0	Long Term Care Insurance
	GENWORTH LIFE INSURANCE COMPAN Total		<u>350.62</u>			
2793	4IMPRINT INC					
		75216	622.16	05/17/2013	2798791	MISC SUPPLIES FIRE DEPT
	4IMPRINT INC Total		<u>622.16</u>			
2802	RICHARD H BALOG					
			305.94	05/17/2013	000000904130517121104	IL Garn - R. Balog Payable
	RICHARD H BALOG Total		<u>305.94</u>			
2869	HOERR CONSTRUCTION INC					
		73977	85,842.07	05/16/2013	113-131	SEWER LINING PROJ
		74095	53,286.00	05/16/2013	113-131A	SEWER LINING PROJ
	HOERR CONSTRUCTION INC Total		<u>139,128.07</u>			
2871	WHITTAKER CONSTRUCTION					
		73993	440,486.32	05/16/2013	6	SERVICES THRU 4/30/13
	WHITTAKER CONSTRUCTION Total		<u>440,486.32</u>			
2877	ADDISON FIRE PROTECTION					
			10.00	05/09/2013	052213	MAY 2013 MONTHLY ADMIN MEETI
	ADDISON FIRE PROTECTION Total		<u>10.00</u>			
2883	ADVANCED DISPOSAL SERVICES					
			3,253.80	05/16/2013	T00000905703	BAGS AND TAGS
	ADVANCED DISPOSAL SERVICES Total		<u>3,253.80</u>			
2891	SCHIROTT, LUETKEHANS, GARDNER					
			253.50	05/16/2013	4300-3744M-42	LEGAL MARCH 2013 MCIIVAIN

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			1,743.90	05/16/2013	4300-3784M-33	LEGAL SERVICES HAHN MARCH 20
	SCHIROTT, LUETKEHANS, GARDNER Total		<u>1,997.40</u>			
2929	FOOTE MIELKE CHAVEZ & O'NEIL					
			500.00	05/16/2013	1319	SVC B L GARRETT
			575.00	05/09/2013	1321	MISC LEGAL POLICE DEPT
			625.00	05/09/2013	1322	MISC LEGAL POLICE DEPT
			600.00	05/09/2013	1323	MISC LEGAL POLICE DEPT
			575.00	05/09/2013	1330	MISC LEGAL POLICE DEPT
	FOOTE MIELKE CHAVEZ & O'NEIL Total		<u>2,875.00</u>			
2943	TWIN SUPPLIES LTD					
		75092	24,334.25	05/09/2013	10611	EFFICIENCY LIGHTING PROJECT
	TWIN SUPPLIES LTD Total		<u>24,334.25</u>			
2952	FASTENAL COMPANY					
		75326	1,057.57	05/09/2013	ILSOU103963	MISC ELECTRIC DEPT
		75321	764.98	05/09/2013	ILSOU103964	MISC ELECTRIC SUPPLIES
		75329	729.86	05/09/2013	ILSOU103965	MISC ELECTRCI DEPT SUPPLIES
	FASTENAL COMPANY Total		<u>2,552.41</u>			
2960	SIGN FX					
		75444	440.00	05/09/2013	6043	BANNERS
	SIGN FX Total		<u>440.00</u>			
2961	ISAAC'S UPHOLSTERING					
		75471	1,458.80	05/09/2013	2059	CHAIR RESTORATION PW
	ISAAC'S UPHOLSTERING Total		<u>1,458.80</u>			
2971	LYDIA MEYER					
			397.00	05/17/2013	000000291130517121104	Bankruptcy
	LYDIA MEYER Total		<u>397.00</u>			
2977	NATIONAL ASSOCIATION OF BUNCO					
			120.00	05/16/2013	13-0510	MBSHP TYNAN-GATLIN
	NATIONAL ASSOCIATION OF BUNCO Total		<u>120.00</u>			
999000191	PLAYGROUND TATTOO PARLOR					
			65.67	05/09/2013	2009PR013	CLOSED DEFERRED REVENUE AC
	PLAYGROUND TATTOO PARLOR Total		<u>65.67</u>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
999000192	MANUEL AVILA		50.00	05/16/2013	PK657LDR	LDR DUPLICATE PAYMENT
	MANUEL AVILA Total		50.00			
999000193	VADIM TARASEVICH		50.00	05/16/2013	PK900LDR	LDR DUPLICATE PAYMENT
	VADIM TARASEVICH Total		50.00			
999000194	DAVID EILKEN		500.00	05/16/2013	050813	IMUA WINNER ESSAY CONTEST
	DAVID EILKEN Total		500.00			
	Grand Total:		4,655,056.03			

The above expenditures have been approved for payment:

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



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Motion to approve a Resolution Authorizing the Execution of an Agreement Between the City of St. Charles and Metropolitan Alliance of Police St. Charles Chapter 27

Presenter: Kathy Livernois

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input type="checkbox"/>	Government Services
<input type="checkbox"/>	Planning & Development	<input checked="" type="checkbox"/>	City Council – June 3, 2013
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost: \$722,600	Budgeted:	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
----------------------------------	------------------	-----	-------------------------------------	----	--------------------------

If NO, please explain how item will be funded:

Executive Summary:

Attached is a resolution authorizing execution of the agreement that was ratified by the Metropolitan Alliance of Police St. Charles Chapter 27 (patrol officers) following collective bargaining. The agreement will be effective from May 1, 2013, through April 30, 2017. The wage schedule specifies a 2.75% increase for each fiscal year of the contract. Additional changes to the 4-year contract include an increase to Field Training Officer (FTO), pay increase in uniform allowance, and change in how on-call detective pay is determined.

The additional cost to this 4-year contract is approximately \$722,600.

Attachments: *(please list)*

- A Resolution Authorizing the Execution of An Agreement Between the City of St. Charles and Metropolitan Alliance of Police St. Charles Chapter 27
- Agreement Between the City of St. Charles and Metropolitan Alliance of Police St. Charles Chapter 27

Recommendation / Suggested Action *(briefly explain):*

Motion to approve a Resolution Authorizing the Execution of an Agreement Between the City of St. Charles and Metropolitan Alliance of Police St. Charles Chapter 27.

FOR OFFICE USE ONLY

Agenda Item Number: IA

**City of St. Charles, Illinois
Resolution No. 2013 - ____**

**A Resolution Authorizing the Execution of
An Agreement Between the City of St. Charles and
Metropolital Alliance of Police St. Charles Chapter 27**

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

WHEREAS, the Metropolitan Alliance of Police St. Charles Chapter 27 (MAP) 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 Brian Townsend, City Administrator, is hereby authorized to execute a contract between the City of St. Charles and the Metropolitan Alliance of Police St. Charles Chapter 27, effective May 1, 2013, through April 30, 2017.

PRESENTED to the City Council of the City of St. Charles, Illinois, this ____ day of June, 2013.

PRESENTED by the City Council of the City of St. Charles, Illinois, this ____ day of June, 2013.

APPROVED by the Mayor of the City of St. Charles, Illinois, this ____ day of June, 2013.

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



ST. CHARLES
SINCE 1834

Agreement

Between

The City of St. Charles, Illinois

and



Metropolitan Alliance of Police

St. Charles Chapter 27

May 1, 2013 – April 30, 2017

INDEX

PREAMBLE	5
ARTICLE I	5
RECOGNITION	5
Section 1.1 Recognition of Bargaining Agency.....	5
Section 1.2 Gender.....	5
Section 1.3 MAP Bulletin Board	5
Section 1.4 Representation Time	5
ARTICLE II	6
MANAGEMENT	6
Section 2.1 Management of the City and Police Department.....	6
Section 2.2 Authority of the Board of Fire and Police Commissioners.....	6
ARTICLE III.....	6
NO STRIKE, NO LOCKOUT	6
Section 3.1 No Strike.....	6
Section 3.2 No Lockout	6
ARTICLE IV	7
GENERAL PROVISIONS	7
Section 4.1 No Discrimination	7
Section 4.2 Bill of Rights.....	7
Section 4.3 Review of Personnel File.....	7
ARTICLE V.....	7
HOURS OF WORK: OVERTIME OF WORK	7
Section 5.1 No Guarantee	7
Section 5.2 Hours of Work	7
Section 5.3 Shift Changes.....	8
Section 5.4 Overtime	8
Section 5.5 Call Back Time	9
Section 5.6 Court Time.....	9
Section 5.7 Standby	9
Section 5.8 On Call Time	9
ARTICLE VI	9
EXTRA DUTY.....	9
Section 6.1 Definition.....	9
Section 6.2 Overtime Exclusion	10
Section 6.3 Priority of Regular Duty	10
Section 6.4 Pay for Extra Duty	10
ARTICLE VII.....	10
VACATIONS	10
Section 7.1 Eligibility and Allowances.....	10
Section 7.2 Vacation Pay	11
Section 7.3 Time for Vacations	11
Section 7.4 Scheduling	11
Section 7.5 Separation	12
Section 7.6 Blackout Dates.....	12
ARTICLE VIII.....	12
HOLIDAYS	12
Section 8.1 Holidays Observed.....	12

Section 8.2 Personal Days	12
Section 8.3 Eligibility for Holiday Pay	13
Section 8.4 Definition	13
Section 8.5 Held-Time Off	13
Section 8.6 Procedures To Be Continued	13
ARTICLE IX	14
SICK LEAVE	14
Section 9.1 Purpose	14
Section 9.2 Sick Leave Accrual	14
Section 9.3 Sick Leave Buyback.....	14
ARTICLE X.....	14
LEAVES OF ABSENCE.....	14
Section 10.1 Leave of Absence.....	14
Section 10.2 Application For Leave	14
Section 10.3 Jury Duty.....	15
Section 10.4 Funeral Leave.....	15
Section 10.5 Leave For Illness, Injury Or Disability	15
Section 10.6 Benefits While On Leave.....	15
ARTICLE XI	16
SENIORITY	16
Section 11.1 Definition Acquisition and Retention.....	16
Section 11.2 Seniority Lists	16
Section 11.3 Purpose of Seniority.....	16
Section 11.4 Layoffs	17
Section 11.5 Recall	17
Section 11.6 Effects of Layoff.....	17
ARTICLE XII	18
WAGES	18
Section 12.1 Wage Schedule	18
Section 12.2 Officer in Charge (OIC).....	18
Section 12.3 Master Police Officer.....	18
Section 12.4 Field Training Officer (FTO) Differential	18
ARTICLE XIII.....	18
EDUCATION OPPORTUNITIES	18
Section 13.1 Notice of Education Opportunities: Education Supervisor.....	18
Section 13.2 Applications: Rules.....	18
Section 13.3 Basic Required Education Programs	19
Section 13.4 Educational Incentive Pay (Refer to 5.2 Hours of Work).....	19
ARTICLE XIV.....	20
INSURANCE.....	20
Section 14.1 Insurance.....	20
Section 14.2 RHS Plan	20
ARTICLE XV	21
UNIFORM ALLOWANCE.....	21
Section 15.1 Uniform Allowance	21
Section 15.2 Reimbursement For Destruction Of Personal Property	21
ARTICLE XVI.....	21
GRIEVANCE PROCEDURE.....	21
Section 16.1 Definition of Grievance	21
Section 16.2 Grievance Procedure.....	22

Section 16.3 Time Limits	23
Section 16.4 Investigation and Discussion	23
Section 16.5 Suspension or Termination	23
Section 16.6 Grievance Form	24
ARTICLE XVII	24
PERSONNEL FILES.....	24
Section 17.1 Personnel Files and Notice of Disciplinary Action.....	24
Section 17.2 Purge of Personnel Files	25
ARTICLE XVIII.....	25
LABOR-MANAGEMENT COMMITTEE/WRITTEN DIRECTIVES	25
Section 18.1 Scope.....	25
Section 18.2 Conditions.....	25
Section 18.3 Attendance	26
Section 18.4 Departmental Written Directives	26
ARTICLE XIX.....	26
SAVINGS CLAUSE.....	26
Section 19.1 Savings Clause.....	26
ARTICLE XX.....	26
UNION SECURITY	26
Section 20.1 Dues Deductions.....	26
Section 20.2 Union Indemnification.....	27
Section 20.3 Fair Share.....	27
ARTICLE XXI.....	27
RATIFICATION AND CHANGES	27
Section 21.1 Ratification And Amendment.....	27
Section 21.2 Maintenance Of Economic Benefits	27
ARTICLE XXII	28
COMPLETE AGREEMENT	28
ARTICLE XXIII	28
TERMINATION.....	28
Section 24.1 Termination in 2017	28
APPENDIX A.....	30
WAGE SCHEDULE.....	30
APPENDIX B.....	31
STEP #1 ST. CHARLES POLICE DEPARTMENT FORMAL GRIEVANCE COMPLAINT RECORD	31
STEP #2 ST. CHARLES POLICE DEPARTMENT FORMAL GRIEVANCE COMPLAINT RECORD	32
STEP #3 ST. CHARLES POLICE DEPARTMENT FORMAL GRIEVANCE COMPLAINT RECORD	33
STEP #4 ST. CHARLES POLICE DEPARTMENT FORMAL GRIEVANCE COMPLAINT RECORD	34
APPENDIX C.....	35
VEST REPLACEMENT LIST	35
SIDE LETTER.....	36
SUBSTANCE USE POLICY	36

PREAMBLE

THIS AGREEMENT is entered into by the City and the Metropolitan Alliance of Police St. Charles Chapter 27 this _____ day of May, 2013, and has as its purpose the promotion of harmonious relations between the parties, the establishment of an orderly procedure for resolving differences arising out of the employment relationship, and the establishment of rates of pay, hours of work, and other conditions of employment for employees of the City in the unit described in Article I hereof.

ARTICLE I **RECOGNITION**

Section 1.1 Recognition of Bargaining Agency

Pursuant to the letter of agreement between the City and Metropolitan Alliance of Police, St. Charles Chapter #27, dated August 3, 1990, the City agrees during the term of this agreement to recognize the Metropolitan Alliance of Police as the sole and exclusive bargaining agent with respect to wages, hours, and conditions of employment for employees in the following units:

All employees of the City of St. Charles, Illinois, classified as police officers, excluding supervisory personnel, civilian employees of the police department, and all other employees of the City.

Unless the context indicates otherwise, the terms "police officer" "police officers" or "officer(s)" used herein shall refer exclusively to members of the above-described unit.

Section 1.2 Gender

In this contract, the pronouns he, him, and his shall refer to both male and female employees equally.

Section 1.3 MAP Bulletin Board

The City will make bulletin board space available in or proximate to the squad room for posting of MAP announcements and other items of legitimate MAP business, seniority roster, and education opportunities announcements.

Section 1.4 Representation Time

A police officer who is in a representative capacity during his scheduled working hours shall be excused from his/her regular duties for the purpose of attending a meeting, without incurring additional cost, between MAP and the City for the purposes(s) of negotiations, adjustments of grievances, or transmittal of notices, shall not suffer a loss in pay because of such attendance provided that the City must have agreed to hold the meeting at such time. There shall be no claim under this provision for pay for any other than in relation to the regularly scheduled hour(s) of the police officer claiming such pay. MAP recognizes the essential need to minimize lost work time and to avoid interference with the work of the department.

The employer agrees that officers shall be allowed to attend, without loss of pay, scheduled meetings of the chapter, provided that at least forty-eight hours notice is provided in writing, and such meetings are within St. Charles city limits. Such officers must still respond to calls while on duty.

ARTICLE II **MANAGEMENT**

Section 2.1 Management of the City and Police Department

The City retains its authority to manage the City and police department in all respects including, but not necessarily limited to, the authority to direct and supervise police officers and their work; to plan, direct, control, and determine the operations and services to be conducted within or by the police department by employees of the City or by others; to determine the number of police officers to be employed; to promulgate, revise, and enforce lawful and reasonable rules and regulations; and to enforce discipline among police officers; to adopt new methods, equipment, and facilities or modify existing methods, equipment, and facilities; to determine the mission of the police department and otherwise carry out its statutory responsibility to provide police services to the full extent of its authority. The City will not exercise its authority in a manner that contravenes the lawful express provisions of this agreement.

Section 2.2 Authority of the Board of Fire and Police Commissioners

Except as otherwise provided herein, this agreement is not intended and shall not be construed to diminish or modify the statutory authority of the Board of Fire and Police Commissioners, St. Charles, Illinois, and the parties hereto expressly recognized the authority of the Board with respect to hiring and promotion of police officers.

ARTICLE III **NO STRIKE, NO LOCKOUT**

Section 3.1 No Strike

MAP agrees on behalf of itself and the police officers that neither it nor they will, singly or in concert, engage in, induce, call, authorize, support, promote, condone, or participate in any strike, work stoppage, intentional withholding of services, picketing of City offices, slow-down, sit-in, "blue-flu," "ticket-blitz," or intentional refusal to work at any time for any reason.

Section 3.2 No Lockout

The City will not lockout police officers, provided that a reduction in force, curtailment of operations, or individual termination or suspension shall not be construed as a lockout.

ARTICLE IV

GENERAL PROVISIONS

Section 4.1 No Discrimination

Neither the City nor MAP shall unlawfully discriminate against any police officer because of race, sex, sexual orientation, creed, color, religion, or national origin. MAP shall represent all police officers fairly without regard to association affiliation, non-affiliation, or disaffiliation. Any alleged violations of this section shall be processed through the appropriate federal or state agency, and shall not be subject to the grievance procedures.

Section 4.2 Bill of Rights

The City acknowledges its obligations under 50 ILCS 725/1 et seq., relative to actions taken by the department that are subject to said law.

The City further acknowledges that officers have rights to review their respective personnel files pursuant to Illinois Revised Statutes Chapter 48, Sections 2001-2012.

The sole remedy of any violation of the foregoing rights shall be to require that the procedure or access be followed or granted in line with legal requirements. In no case shall a violation of any of the foregoing serve to excuse officer misconduct or to mitigate or void any disciplinary or other action taken by the City to enforce discipline or to maintain efficiency.

Section 4.3 Review of Personnel File

All officers may review their respective personnel files pursuant to the authority of the Illinois Revised Statutes. See 17.1.

ARTICLE V

HOURS OF WORK: OVERTIME OF WORK

Section 5.1 No Guarantee

Nothing in this agreement shall be construed as a guarantee of a maximum or minimum daily or weekly work schedule. This Article VIII shall be used solely as a basis for computing overtime.

Section 5.2 Hours of Work

The work cycle for purposes of Section 7K of the Fair Labor Standards Act shall be seven (7) days. The City may assign officers to an 8.2 hour work day (five (5) consecutive days on, followed by 2 days off), or it may assign officers to a 10.25 hour work day, (four (4) consecutive days on, followed by three (3) consecutive days off), or it may assign officers to a twelve (12) hour day during a seven (7) day period. Prior to the City initiating any change in schedule, the City must provide notice to the chapter, along with an opportunity to meet and discuss the reasons for said change. If the City changes the schedule to a 8.2 hour work day (five (5) consecutive days on, followed by two (2) days off), the City will return Election Day (Section

8.1) and the Education Incentive Pay (Section 13.4). Such change in schedule and return would be effective with the first shift selection cycle following the notice of the decision to change.

The chief of police or his designee, based on consecutive days, followed by consecutive days off, may assign scheduled hours for a sergeant in a specialty assignment or on transitional duty.

The parties agree that hours worked, as mentioned above, shall include all hours actually worked in any paid leave of absence, which shall include but shall not be limited to sick leave, vacation leave, holiday leave, and any other authorized paid time off, except that paid holiday pay for unworked holidays shall not be included in said calculation.

In addition, the chief of police or his designee, based on consecutive days, followed by consecutive days off, may assign scheduled hours for an officer in a specialty assignment not in patrol other than the K-9 position or on transitional duty.

While the alternate work schedule is in place, holidays (as defined in this agreement) that fall on a common day for both teams shall be separated from the scheduling process and be filled by seniority from those assigned to the patrol division, subject to department directives.

The parties agree that hours worked, as mentioned above, shall include all hours actually worked in any paid leave of absence, which shall include, but shall not be limited to, sick leave, vacation leave, holiday leave, held-time off, and any other authorized paid time off except that paid holiday pay for unworked holidays shall not be included in said calculation.

Section 5.3 Shift Changes

The parties acknowledge that a seniority system for shift selection, which is currently in effect, is mutually satisfactory and shall remain in effect for the duration of the agreement.

Section 5.4 Overtime

Time worked by a patrol officer in excess of 10.25 hours a day or an officer otherwise assigned to 8.2 hours a day, consisting of a twenty-four (24) hour period commencing each day at 12:01 a.m. or forty-one (41) hours per week (a seven-day period commencing each Monday at 12:01 a.m.), shall be paid for at time and one-half the police officer's regular straight-time hourly rate. Overtime pay shall not be paid more than once for the same hours worked. Overtime pay shall not be paid for hours worked in excess of forty-one (41) hours per week or 8.2/10.25 hours per day due to a shift change. There shall be no pyramiding of overtime, and under no circumstances shall the City be obligated to pay for time not actually worked by the police officer claiming pay unless agreed upon to settle a grievance or binding arbitration. If an officer is ordered to work beyond twelve (12) continuous hours that officer shall be paid double time that officer's normal wage and that officer will continue to be paid double time the officer's normal wage until said officer's shift ends.

A covered officer shall receive overtime compensation when he works a designated overtime shift while utilizing vacation time scheduled as part of the officer's annual vacation selection only.

Section 5.5 Call Back Time

For the purpose of this provision, a police officer shall be deemed "called back" if notified after the expiration of a one (1) hour period following the scheduled end of his regularly scheduled straight-time work period or overtime extension thereof. For purposes of this section, "notification" shall mean direct, personal contact of the affected officer. A police officer who is called back to duty after leaving work and before the start of his next regular scheduled assignment shall be guaranteed no less than two (2) hours work or, in lieu thereof, shall be guaranteed no less than two (2) hours pay at one and one-half times his regular rate.

Section 5.6 Court Time

Court time shall be counted to determine whether a police officer has worked more than forty-one (41) hours per week or 8.2/10.25 hours per day for purposes of determining overtime pay eligibility. A patrol officer who must report to court during his off-duty hours for reasons connected with departmental functions, and who must therefore, make an extra trip to work, shall be guaranteed a minimum of three (3) hours pay at one and one-half times his regular rate, unless such time is part of the officer's scheduled shift. An officer shall be paid for actual time spent in excess of three (3) hours.

Section 5.7 Standby

The parties agree that for the duration of this agreement, if an officer is requested by the State Attorney's Office or any other outside agency to standby, said officer shall be treated as if on court time pursuant to Section 5.6 heretofore described and shall be treated and paid accordingly.

Section 5.8 On Call Time

Any covered officer assigned to the uniform patrol section who is not on "standby" status as described in Section 5.7, and is directed by the chief of police or his designee to be available to respond to a call to active duty shall receive two (2) hours of paid time, at his regular rate of pay, for each one (1) day on call. Any member assigned to the criminal investigations section covered by this agreement who is not on "standby" status as described in Section 5.7, and is directed by the chief of police or his designee to be available to respond to a call to active duty within a specific time period shall receive a minimum of one (1) hour held-time or one (1) hour paid time, at his regular rate of pay, for each twelve (12) hours (overnight) on call and two (2) hours for each twenty-four (24) hours on call (to include weekends or holidays). If the officer is called out to active duty during his on call time then he shall be compensated as set forth in Section 8.5 of this agreement, in addition to the held-time received pursuant to this section.

ARTICLE VI
EXTRA DUTY

Section 6.1 Definition

"Extra Duty" is worked by a sworn officer (police officer, police sergeant/police deputy chief) in uniform on behalf of a governmental unit other than the City, a private business, or a private person which is paid for by such unit, business, or person through the City but which is

subject to City regulations. In the case of special events, "extra duty" is an assignment, other than those involving control of traffic or pedestrians, or bike patrol, worked by a sworn officer (police officer, police sergeant, police deputy chief) in uniform on behalf of a governmental unit other than the City, a private business, or a private person which is paid for by such unit, business, or person, in part or in its entirety through the City but which is subject to City regulations.

The administration will notify the chapter board president or board member of any extra duty opportunities that are received by the administration less than seventy-two (72) hours from the requested duty for the purposes of notifying members of the extra duty opportunity.

As such, no member will be ordered to work extra duty for another entity other than the City except as mandated by liquor law ordinance.

Section 6.2 Overtime Exclusion

Extra duty shall be construed as work performed for the person or agency who requests it and not for the City. Accordingly, time spent as such work shall not be counted for computing any sworn officer's daily or weekly hours for straight time or overtime purposes.

Section 6.3 Priority of Regular Duty

In all cases, a sworn officer's first and primary responsibility is the proper, efficient discharge of his police duties, and performance of extra duty will not be permitted to interfere with such duties.

Section 6.4 Pay for Extra Duty

Extra duty shall be compensated at the rate of one and one-half times the officer's current hourly rate of pay; however, the maximum rate of pay for extra duty shall be based on the master police officer's rate of pay times one and one-half, less applicable statutory deductions. The City acknowledges that it shall be responsible for compensation as set forth herein, to any sworn officer who, in good faith, works and extra duty detail. Extra duty compensation shall be paid for actual hours worked.

**ARTICLE VII
VACATIONS**

Section 7.1 Eligibility and Allowances

All officers shall be eligible for paid vacation time after the completion of one (1) year of continuous full-time employment. Officers start to earn vacation allowance as of their date of hire. Vacation allowances shall be earned yearly based on the following schedule:

Length of Continuous Service	Vacation Hours Per Year
1-4 years	82 hours
5-9 years	123 hours
10 years	131.20 hours
11 years	139.40 hours

Length of Continuous Service	Vacation Hours Per Year
12 years	147.60 hours
13 years	155.80 hours
14 years	164.00 hours
15 years	172.20 hours
16 years	180.40 hours
17 years	188.60 hours
18 years	196.80 hours
19 years	205.00 hours

Section 7.2 Vacation Pay

The rate of vacation pay shall be the officer's regular straight-time rate of pay in effect for the officer's regular job classification on the payday in which an officer actually takes vacation time.

Section 7.3 Time for Vacations

1. Vacation time earned during one (1) full year of service may be used throughout the following year of service. An officer may, therefore, "carry over" all days earned during one (1) year of service into the next year of service, except as allowed under Section 2 below.
2. Any full-time officer covered by this agreement may not have more vacation accumulated than what the officer would earn in two (2) years at the officer's anniversary date. In the event that an effected officer has in excess of the maximum amount of accumulated vacation at the officer's anniversary date, said vacation time shall be reduced to the maximum allowable accumulation amount.
3. 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 officer was asked to postpone previously scheduled vacation by his/her chief of police/supervisor. Any such vacation payment shall require a written application for payment, signed by the respective chief of police, 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 eligible for payment.
4. An officer may not utilize accumulated vacation time to extend creditable service during the twelve (12) month period following accrual.

Section 7.4 Scheduling

On or about November 15 the chief of police or his designee shall initiate the selection procedure to establish a schedule for vacation during the upcoming calendar year. The covered officers shall then select their vacation preferences in the order of their seniority within rank, with the most senior covered officer in rank having first choice, and schedule no less than one (1) day, no more than 14 consecutive days, inclusive of scheduled days off, of vacation at a time, except that greater or lesser amounts may be scheduled at the request of and at the approval of the chief of police or his designee after the initial selection process is complete. The vacation

period requested, pursuant to this procedure, shall be submitted to the chief of police or his designee for approval by December 15, and the request shall be reviewed and if necessary modified by the chief of police in a vacation schedule posted on or before January 1. Thereafter vacation requests shall be handled on in accordance with Section 11.3 and subject to the scheduling of the City.

Officers shall be allowed to extend requested vacation times utilizing holidays, personal days, and held-time, with prior permission of the chief of police or his designee.

Section 7.5 Separation

The parties agree that upon an officer's separation from the department he shall receive compensation at his then hourly rate for each hour of accumulated, unused vacation time. A patrol officer who resigns prior to receipt of an annual vacation benefit without giving at least fifteen (15) days notice to the City, or who is terminated by the City for cause shall forfeit vacation benefits.

Section 7.6 Blackout Dates

Although the chapter recognizes the City may designate special events during the calendar year where time off requests are restricted due to the nature of the event ("blackout dates"), the parties agree that such blackout dates will not impair officers' ability to schedule vacation for one officer per shift pursuant to Section 7.4. Officers shall not be allowed to overlap vacations during blackout dates. In addition, blackout dates shall not affect officers assigned to midnight shifts during said blackout date. The chief of police or his designee will make a reasonable attempt to ensure that there will be no O.I.C.'s during the blackout dates.

ARTICLE VIII **HOLIDAYS**

Section 8.1 Holidays Observed

The paid holidays to be observed shall be as follows:

New Year's Day (January 1)
Good Friday (Friday before Easter)
Memorial Day (fourth Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Veteran's Day (November 11)
Thanksgiving Day (fourth Thursday in November)
Day After Thanksgiving (fourth Friday in November)
Christmas Eve Day (full day) (December 24)
Christmas Day (December 25)

Section 8.2 Personal Days

All covered police officers shall be entitled to 32.8 hours of personal time off exclusive of holidays per calendar year. Said personal time off shall be taken upon written request to, and

approval from, the chief of police or his designee. Requests for personal time shall not be unreasonably denied.

Section 8.3 Eligibility for Holiday Pay

A police officer shall be eligible for holiday pay (8.2 hours at straight time) if he works his last scheduled shift before the holiday and the first scheduled shift after the holiday, provided that a police officer who fails to work on either of the qualifying days with respect to a holiday shall nevertheless receive a holiday benefit for that holiday if:

1. He has been excused from so working by his supervisor; and
2. He has worked at least one (1) full shift or was on vacation during the pay period immediately preceding the holiday.

Section 8.4 Definition

The City at the start of each year shall announce calendar days that are recognized holidays. If an eligible police officer is scheduled to work during a holiday, he shall be paid for the actual time worked at time and one-half without option. In addition, he shall receive 8.2 hours pay at straight time (holiday pay) or, if he so elects, 8.2 hours of held-holiday time. Such held-holiday time may be taken in line with the provisions of Section 8.4 and 8.5. Hours worked in excess of 10.25 hours, (8.2 hours for officers working an 8.2-hour day schedule), on a holiday shall be paid at double time the normal hourly wage of said officer. If an officer works on a holiday that the officer is not regularly scheduled to work, that officer shall be paid double time the normal wage of said officer for all hours worked.

Section 8.5 Held-Time Off

The department command shall have the final responsibility for granting and scheduling specific requests for held-time off so that departmental services are not impaired. Requests for the use of accrued held-time off shall not be unreasonably denied. Requests for days off to compensate for a worked holiday shall be submitted no more than fourteen (14) nor less than one (1) day prior to the date requested; such request shall be approved or disapproved no more than ten (10) days or less than one (1) day prior to the date requested. Such approval shall be based upon seniority. Each officer covered by this agreement may maintain these hours and no more than 120 hours may be accumulated at any time. When an officer has 120 hours in his bank, any held time off in excess of that shall be paid out at the officer's straight time hourly rate. In lieu of using held time off, an officer may request payout of accrued time at the officer's applicable straight time hourly rate, in accordance with the current procedure established by the City.

A member may use any available held-time (except sick time) provided the member has the available time in his bank.

Section 8.6 Procedures To Be Continued

Current procedures for recording and applying the holiday benefit shall be continued except as modified above, provided that each police officer entitled to a deferred holiday benefit shall have said benefit reflected in the usual and customary method in effect on the date of the execution of this agreement.

ARTICLE IX

SICK LEAVE

Section 9.1 Purpose

The purpose of sick leave is to provide an officer with protection against loss of income due to personal sickness or injury that prevents the performance of normal job duties. Officers may occasionally use accrued sick leave for the care of dependents of their household who may be afflicted with a short-term illness when no other person is available to provide care. Other provisions shall be made if the dependent requires extended care. Sick leave is not to be considered a privilege that an employee may use at his/her 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. If an employee demonstrates a pattern of sick leave use, the employee may be required to file a physician's certificate of illness.

Section 9.2 Sick Leave Accrual

Police officers will accumulate 8.2 hours per month (98.4 hours per year).

Section 9.3 Sick Leave Buyback

Upon separation from service, other than involuntary termination, police officers shall be compensated for all unused sick leave up to a maximum accrual of 600 hours. The parties agree that officers' current balance of sick leave will stand through the date of ratification of contract and the accrual methods as contained in this agreement shall control all future accrual.

ARTICLE X

LEAVES OF ABSENCE

Section 10.1 Leave of Absence

A police officer who desires a medical leave of absence (paid or unpaid) shall make written application, therefore, stating the reason for the leave, length thereof, and the date of return. This leave may be approved for up to 364 days, inclusive of the Family & Medical Leave Act, and doctor notes will be provided upon request. The chief of police thereof, must approve all applications for leave and extension in writing before being considered effective. The chief's decision whether to grant, revoke or modify leaves of absence shall be final.

Section 10.2 Application For Leave

Any request for a leave of absence shall be submitted in writing by the officer to the chief of police or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the officer desires. Authorization for leave of absence shall, if granted, be furnished to the officer by his immediate supervisor and it shall be in writing.

Section 10.3 Jury Duty

An officer who is required to report for jury duty shall be excused from work without loss of pay for the period of time that he is required to be away from work and during which he would have otherwise been scheduled to work. Furthermore, an officer who is scheduled to perform jury duty just prior to or immediately following his regular work shift shall work his regular shift and receive held-time off or straight-time pay for the number of hours he is required to serve such jury duty on that day. An officer shall immediately notify the police chief or his designee if he is required to report for jury duty. The officer will keep all compensation received for performing jury duty service.

Section 10.4 Funeral Leave

In the event a police officer suffers a death in his immediate family (defined for purposes of this section as spouse, child, parent, brother, sister, or grandparent, or parent, brother, sister or grandparent of spouse) an emergency paid leave of up to three (3) work days may be granted by the chief of police or his designee. For death of spouse, child, or parent, an emergency paid leave of up to five (5) workdays may be granted by the chief of police or his designee. 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.

Exceptions to the foregoing may be made within the discretion of and by the consent of the chief of police upon written application of the police officer. Paid leaves of absence in addition to the foregoing arising in relation to death or serious illness of a police officer's immediate family shall be handled as requests for, and chargeable to, sick leave.

Section 10.5 Leave For Illness, Injury Or Disability

1. In the event an officer is unable to work by reason of illness, injury, or disability (including those compensable under workers' compensation), the City may grant a leave of absence without pay during which time seniority shall not accrue (unless required by law) except that for a work-related injury compensable under workers' compensation, an officer shall accrue seniority for the first twelve (12) months of leave.
2. To qualify for such leave, the officer must report the illness, injury, or disability as soon as the illness, injury, or disability is known and thereafter furnish to the chief of police or his designee a physician's written statement showing the nature of the illness or injury or state of disability and the estimated length of time that the officer will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the officer shall furnish a current report.

Section 10.6 Benefits While On Leave

Unless otherwise stated in this article or otherwise required by law, length of service shall not accrue for an officer who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the officer returns to work on a pay status. Unless otherwise stated in this article, an officer returning from leave will have his seniority continued after the period of the leave. Upon the officer's return, the City will place the officer in his or her previous job if the job is vacant. If the job is not

vacant, the officer will be placed in the first available opening in his classification or in a lower-rated classification according to the officer's seniority, where skill and ability to perform the work without additional training is equal.

1. If, upon expiration of a leave of absence, there is no work available for the officer or if the officer could have been laid off according to his seniority except for his leave, he shall go directly on layoff.
2. During the approved leave of absence or layoff under this agreement, the officer shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the officer makes arrangements for the changes and arranges to pay the entire insurance premium involved, and any additional surcharges as allowed by law, including the amount of premium previously paid by the City.

ARTICLE XI **SENIORITY**

Section 11.1 Definition Acquisition and Retention

Seniority is the preference given in recognition of the relative length of continuous service among individual police officers, and shall be based upon length of continuous service since each police officer's last date of hire. Newly hired police officers and police officers rehired following a break in continuous service lasting one year or more shall have no seniority prior to completion of one (1) and a half-year probationary period required under regulations of the Board of Fire and Police Commissioners. Officers rehired within one year shall receive seniority credit for their previous actual years of service only. Upon completion of probation, a police officer's seniority shall relate back to his most recent date of hire and shall be retained until occurrence of one of the following:

1. Voluntary resignation;
2. Termination;
3. Retirement;
4. Layoff (including layoff because of medical or physical disability) extending for a period equal to seniority or one year, whichever is less; and
5. Unauthorized taking or over stay of leave of absence or vacation.

Section 11.2 Seniority Lists

An updated seniority roster shall be posted each six (6) months, and a copy thereof shall be given to MAP.

Section 11.3 Purpose of Seniority

Employees shall be allowed preference for use of and scheduling of vacation time, work schedule selection, request for time off, and first choice for extra duty, and for first choice of hire-back according to seniority. First choice for hire back opportunities means a call down the

seniority list to provide those opportunities to those officers not present when the opportunities present themselves. Any hire-back opportunities that arise less than 72 hours from assignment shall require a call down the seniority roster.

Section 11.4 Layoffs

The City, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this agreement will be laid off in accordance with their length of service as provided in Illinois law, 65 ILCS 5/10-2.1-18.

The City, in the exercise of its right, will not contract out for the performance of duties and tasks normally assigned to a police officer in lieu of recalling a police officer who has been laid off in accordance with the procedure specified above. The City will not be precluded from hiring additional personnel for special events.

Section 11.5 Recall

Employees who are laid off shall be placed on a recall list for a period of two (2) years or the employee's length of service, whichever is less. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff. Employees who are eligible for recall shall be given fourteen (14) calendar days notice of recall and notice of recall shall be by certified or registered mail with a copy to MAP, provided that the employee must notify the chief of police or the chief's designee of the employee's intention to return to work within seven (7) calendar days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the chief of police or the chief's designee with the latest mailing address. If an employee fails to respond in a timely manner to a recall notice, the employee's name shall be removed from the recall list.

Section 11.6 Effects of Layoff

During the period of time that employees have recall rights as specified above, the following provisions shall be applicable to any non-probationary employees who are laid off by the City:

1. An employee shall be paid for any earned but unused vacation days.
2. An employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for single and, if desired, family coverage, in accordance with COBRA.
3. Upon recall, the employee's seniority shall be adjusted by the length of the layoff. Seniority will not be earned while on layoff.

ARTICLE XII

WAGES

Section 12.1 Wage Schedule

Increase wages by 2.75% effective May 1, 2013; by 2.75% effective May 1, 2014; by 2.75% effective May 1, 2015; and by 2.75% effective May 1, 2016, as reflected in Appendix A attached hereto and made a part hereof.

The City may assign a starting salary to a new employee at any level between the Stage 1 rate and the Stage 3 rate (as set forth in Appendix A), provided that said new officer thereafter shall be advanced to the next and succeeding stages in line with this agreement. The assignment of an advanced starting rate shall not give rise to any claim for accelerated advancement of any other police officer, nor shall such assignment be deemed to create any precedent with respect to other newly hired police officers. Officers shall be compensated, at minimum, in accordance with the wage schedules attached to this agreement as Appendix A.

Section 12.2 Officer in Charge (OIC)

When a patrol officer is assigned by competent authority to act as a shift supervisor in the absence of the sergeant from that shift, that police officer shall receive an increase in pay over his then current hourly rate in the amount of five dollars (\$5.00) per hour.

Section 12.3 Master Police Officer

A master police officer grade is established after five (5) years of service.

Section 12.4 Field Training Officer (FTO) Differential

A police officer who is field training officer-certified shall receive six dollars (\$6.00) for each hour worked as an assigned FTO in addition to his/her regular rate of pay. FTO training includes supervising and evaluating a new officer during the assigned training period in addition to other FTO-related functions.

ARTICLE XIII

EDUCATION OPPORTUNITIES

Section 13.1 Notice of Education Opportunities: Education Supervisor

The City will post and update monthly a list of all education opportunities known by the department to be available for police officers. A member of the command shall be designated as the education supervisor of the department, and the posting shall indicate that further information may be obtained from the education supervisor. The chief of police will post a list of any additional education and/or training classes deemed appropriate for career opportunities.

Section 13.2 Applications: Rules

The City shall make available an application form to be used by police officers who wish to participate in specific education programs to further their police work careers and skills. The Education Benefits Application form shall be used whenever expenses incurred are to be

reimbursed by the City, leaves (paid or unpaid), or schedule changes are being sought. The application shall be submitted to the education supervisor. Such application is to be approved by the City prior to enrollment in an educational program by a police officer if changes in scheduling are anticipated, leaves (paid or unpaid) will be requested, or reimbursement of expenses will be requested by the police officer.

Specific action on such applications shall be based upon the following criteria: Availability of budgeted funds, work schedule disruption, equitable distribution of opportunities, sequence of applications made, and demonstrated effort by individual police officers to successfully complete and benefit from education programs. A police officer who fails to complete successfully an education opportunity shall be required to refund any monies allocated by the City toward such opportunity unless the City relieves the police officer of such obligation due to extenuating circumstances as determined by the City.

Section 13.3 Basic Required Education Programs

This article shall not apply to basic education programs that may be required of police officers as a condition of continued employment.

Section 13.4 Educational Incentive Pay (Refer to 5.2 Hours of Work)

For police officers hired prior to May 1, 2006, a police officer is eligible for the police related college credit program subject to the following:

1. All college credits must be approved by the chief of police as police related or necessary toward the completion of a police-related accredited degree.
2. The individual must earn a grade of C, a percentage equal to a C as described by the college attended, or, if a pass or fail system of grading is utilized, a pass must be earned.
3. Verification of the course taken and documentation of the grade earned must be received by the chief of police from the accredited institution attended.
4. The individual will earn increment payments in the following manner:
 - A. One payment increment of three hundred dollars (\$300.00) will be paid for thirty (30) semester hours of police-related college credit earned by an individual.
 - B. The individual can earn up to four (4) one-time payment increments but can earn no more than one (1) payment increment of three hundred dollars (\$300.00) in any fiscal year.
 - C. A maximum of one hundred twenty (120) semester credit hours can be compensated for under the increment program in a period of not less than four (4) fiscal years.
 - D. A maximum of one thousand two hundred dollars (\$1,200.00) worth of increment payments can be earned and made in a period of not less than four (4) fiscal years.
 - E. The increment payment shall be made during the month of June.
 - F. The increment payment shall not be considered part of the police officer's salary.

- G. All forms of deductions that the City is required to make by state, federal, or pension dictates will be made from the increment payment.
 - H. The police department college plan rules of the City of St. Charles shall be used as the policy to be followed by the chief of police in the administration of the program.
- 5. This Section 13.4 shall be in full force and effect and considered part of the agreement between the City of St. Charles, Illinois, and the Metropolitan Alliance of Police St. Charles Chapter beginning May 1, 1991.
 - 6. All police officers under active employment with the St. Charles police force on or before May 1, 1981, are unaffected by the aforementioned Section 13.4 as settled on May 1, 1981. Police officers in this category are to receive full benefit of the police related college.
 - 7. Credits Program as outlined in Section 13.4 of the agreement is in effect from May 12, 1980, to April 30, 1981.

ARTICLE XIV

INSURANCE

Section 14.1 Insurance

A health, life, and accident insurance program shall be provided during the term of this agreement. The police officer shall receive the benefit of any improvements in the insurance program accorded generally to other employees of the City. Each police officer shall be given, upon being hired, a schedule or booklet outlining the benefits of the insurance program.

The City and the officer shall share the cost of the program. Officers will pay 25% of the insurance premium for dependents. The insurance co-payment will be based on the cost difference between single and family COBRA rates.

Officers will have the option of electing a flexible benefit plan to pay for deductibles and premiums with pre-tax dollars.

Officers shall have the right to participate in the City's HEALTHY Program.

Section 14.2 RHS Plan

During the term of this agreement, the City will cooperate with MAP to create a retirement health savings plan (RHSP) for members of the bargaining unit to make eligible pre-tax contributions on their own behalf to offset the cost of post-retirement health care costs. The selection of an RHS Plan shall be by mutual agreement between the City and MAP. Such plan is created with the express understanding that it shall be non-contributory by the City, i.e., the City shall have no obligation to make any contributions on behalf of any employee. Any administrative costs shall be borne by employee participants through the plan. Unless otherwise required by the RHS plan, the City will not charge participants any costs for its internal administration of the plan. Employee eligibility for participation in the RHS Plan, as well as contribution elections, withdrawals, qualified expenses, benefits provided, and the tax effect of

providing those benefits, shall be governed by the terms and conditions set forth in the RHS plan document, as the same may be changed from time-to-time by the plan administrator.

ARTICLE XV
UNIFORM ALLOWANCE

Section 15.1 Uniform Allowance

The City will provide to each officer covered by this agreement a uniform benefit. The uniform benefit amount shall be as follows:

May 1, 2013	\$825.00
May 1, 2014	\$825.00
May 1, 2015	\$825.00
May 1, 2016	\$825.00

An officer may select approved uniform items from a vendor or vendors selected by the City, and the City will pay for such purchases directly, not to exceed the annual uniform allowance specified above. Unused annual uniform benefits will not accumulate from one year to the next.

The City will also provide an additional benefit amount of up to four hundred dollars (\$400.00) for a bulletproof vest the first year of employment and every five (5) years thereafter. For the term of this agreement, police officer vests shall be replaced as set forth in the vest replacement list, attached hereto as Appendix C.

Officers are responsible for cleaning and maintenance of their uniforms, including replacement necessitated by normal wear, and shall maintain a professional appearance at all times. Uniforms damaged during the line of duty shall be replaced at the City's expense.

Section 15.2 Reimbursement For Destruction Of Personal Property

Personal property required to be carried on duty, such as a watch, glasses, etc., shall be repaired or replaced at the chief's discretion at a reasonable price not to exceed two hundred fifty dollars (\$250.00) in the event of damage pursuant to police duties.

ARTICLE XVI
GRIEVANCE PROCEDURE

Section 16.1 Definition of Grievance

A grievance is a difference of an opinion between a police officer or MAP and the City, with respect to the meaning or application of the express terms of this agreement. The Chapter 27 board of directors, in any combination, shall be designated to attend grievance meetings scheduled pursuant to steps three, four, and five. The chapter may appoint three stewards, one from each shift, who may be the same person(s) selected for the committee, to represent police officers in steps one and two of the grievance procedure. The City shall not be required to

recognize as a representative for the chapter any police officer who has not completed his probationary period of employment or any period of lawful suspension. Accredited non-police officer representatives of MAP and/or the police officer's legal counsel may participate in meetings held in steps three, four, or five of the grievance procedure.

Prior to filing a chapter grievance, the chapter will arrange for a labor/management meeting within five (5) administrative days of the first event giving rise to a possible grievance or within five (5) administrative days of when the chapter, through the use of reasonable diligence, should have obtained knowledge of the first event giving rise to the possible grievance. If, through the labor/management meeting, there is no mutually agreed upon solution, then the chapter shall have the right to submit a grievance at step three of the grievance procedure if the grievance alleges a violation, misinterpretation, or misapplication of any of the express provisions of this agreement that relates directly to chapter rights. Any such grievance shall be submitted within ten (10) calendar days of the first meeting.

Section 16.2 Grievance Procedure

Recognizing that grievances should be raised and settled promptly, a grievance (Attachment B) must be raised within five (5) administrative working days after the occurrence of the event giving rise to the grievance, or if the event giving rise to the grievance is such that the officer would not normally be aware of it within the applicable period, then the time would commence within five (5) administrative working days after the officer reasonably should have been aware of that event, in accord with the following procedure:

Step One: Immediate shift sergeant by written notification from the police officer to his immediate shift sergeant setting forth the event giving rise to the grievance, the contract provision(s) involved, and the name of the police officer. The shift sergeant shall answer in two (2) administrative working days (administrative working days are defined as Monday, Tuesday, Wednesday, Thursday, and Friday between 8:00 a.m. and 4:30 p.m.) after hearing of the grievance and shall, if requested by the police officer, meet to discuss the grievance prior to answering it. If no shift sergeant is available prior to the end of the initial five (5) administrative working days, then the grievance shall move to step two.

Step Two: Appeal to deputy chief. If the grievance is not settled in step one or if an answer has not been made, the police officer may, within five (5) administrative working days, following the sergeant's answer, or expiration of the time limit set forth in step one, file with the deputy chief a written appeal signed by the patrol officer. The deputy chief shall give a written answer in five (5) administrative working days after receipt of the written grievance.

Step Three: Appeal to chief. If the grievance is not settled in step two or if an answer is not given within the time provided therefore and the police officer decides to appeal, the police officer shall, within five (5) administrative working days from receipt of the step two answer, appeal in writing to the chief. The police officer, the chapter board of directors, and the chief will discuss the grievance at a mutually agreeable time. The chief will give his answer in writing within five (5) administrative working days of the discussion to the grievant and chapter president.

Step Four: Appeal to the city administrator. If the grievance is not settled in step three and police officer decides to appeal, the police officer shall, within five (5) administrative working days after receipt of the step three answer or expiration of time provided therefore, file a written appeal to the city administrator. A meeting between the city administrator or his designee, the chief of police, the police officer, and the designated members of the Chapter 27 board of directors will be held at a mutually agreeable time. The city administrator or his designee shall give his answer in writing within ten (10) administrative working days of the meeting to the grievant and chapter president.

Step Five: Binding arbitration. If the grievance is not settled in accordance with the foregoing procedure, MAP may refer the grievance to binding arbitration by giving written notice to the city administrator within twenty-one (21) administrative working days after receipt of the City's answer in step four. 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 (5) arbitrators. Upon receipt of the panel, the parties shall strike names alternately 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 MAP requesting that he set a time and a place for the hearing, subject to the availability of the City and MAP 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, including the fee and expenses of the arbitrator, shall be divided equally between the City and MAP.

Section 16.3 Time Limits

No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 16.2. 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, MAP may immediately appeal to the next step.

Section 16.4 Investigation and Discussion

All grievance discussions and investigations shall take place in a manner that does not interfere with City operations.

Section 16.5 Suspension or Termination

The parties agree that the chief of police or acting chief of police shall have the right to suspend a non-probationary officer for up to thirty (30) days or dismiss a non-probationary

officer for just cause without filing charges with the City Board of Fire and Police Commissioners. The decision of the police chief or the acting chief of police with respect to the suspension or dismissal action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure, provided a grievance is filed in writing within five (5) calendar days after such discipline is imposed. The sole recourse for appealing any such decision by the chief of police shall be for the employee to file a grievance as described herein.

If the employee elects to file a grievance as to his or her suspension or dismissal, the grievance shall be processed in accordance with Article VI of this agreement, except that it shall be filed at step three of the procedure. If the grievance proceeds to arbitration and the arbitrator determines that the disciplinary action was not supported by just cause, the arbitrator shall have the authority to rescind or to modify the disciplinary action and order back pay or a portion thereof. No relief shall be available from the Board of Fire and Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in Article 6 of the agreement. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA.

Pursuant to Section 15 of the IPLRA and 65 ILCS 10-2.1-17, the foregoing provision with respect to the appeal and review of suspension or discharge decisions shall be in lieu of and shall expressly supersede and preempt any provisions that might otherwise be contained in the rules and regulations of the City Board of Fire and Police Commissioners.

Discipline of probationary officers, as well as any verbal warnings, written reprimands, written warnings or other discipline not involving an unpaid suspension or dismissal shall not be subject to the grievance and arbitration procedure.

Section 16.6 Grievance Form

When filing grievances pursuant to this article, grievant shall utilize the grievance form attached to this agreement as Appendix B, and shall specifically set forth the event giving rise to the grievance, the contract provision(s) allegedly violated, the relief desired and the name of the grievant(s). Written employer responses to all steps shall be documented on the form or written on a separate document and attached to the form.

ARTICLE XVII **PERSONNEL FILES**

Section 17.1 Personnel Files and Notice of Disciplinary Action

There shall be one (1) official employee personnel file maintained in the human resources office of the City in relation to each police officer. Such file shall include, by way of illustration and not limitation, written evaluations, letters, memoranda, reports, and other materials bearing on the quality of the police officer's professional service.

A police officer may inspect the contents of his file at reasonable times upon request to human resources with a twenty-four (24) hour notice. Personnel files must remain in human resources. Police officers shall receive copies of those materials placed in the file which are

required by law to be furnished to them and may, if they desire, add materials to the files explaining or refuting materials contained there.

Logbooks used by supervisory personnel for the purpose of documenting officer performance and used as a basis for performance evaluations shall be made available for officers to review. Supervisors shall make a reasonable attempt to notify officers of any entry into the logbook, and covered officers may obtain from their supervisor a copy of the logbook entries pertaining to them.

Section 17.2 Purge of Personnel Files

Parties agree that should an officer receive a written reprimand or an oral reprimand that has been reduced to writing, and further, should said document be filed in the officer's personnel file, then the parties agree that should the officer not receive any further written reprimands or oral reprimands reduced to writing for a period of eighteen (18) consecutive months, then upon the officer's written request, his personnel file shall be purged of the previous written reprimand or oral reprimand reduced to writing, provided, however, that any such discipline pertaining to harassment (as defined by city policy), workplace violence or threats, theft, or misappropriation of property shall not be subject to purge from the employee's personnel file.

ARTICLE XVIII

LABOR-MANAGEMENT COMMITTEE/WRITTEN DIRECTIVES

Section 18.1 Scope

The union and the employer 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 agreed by both parties at a mutual time and place. In addition to monthly meetings, each party may request a meeting at least ten (10) calendar days in advance by placing, in writing, a request to the other for a meeting of the labor-management committee and expressly providing the agenda for such meeting. Such meetings shall be held in the police department or other mutually agreed upon place and limited to:

- Discussing the implementation and general administration of this agreement.
- A sharing of general information of interest to the parties.
- Notifying the union of changes in conditions of employment contemplated by the employer that may affect the officers.
- Conferring on matters of mutual interest.
- Safety practices and procedures with the police department, equipment additions, and/or facility modifications
- Questions raised by police officers about supervisory practices of the departmental command.

Section 18.2 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 18.3 Attendance

Attendance at meeting of the labor-management committee shall be voluntary on the officer's part, and attendance during such meetings shall not be considered time worked for compensation purposes, except for officers who attend during working hours, the officer shall be permitted to attend without loss of pay.

Normally, three (3) persons from each side shall attend these meetings, schedules permitting.

Section 18.4 Departmental Written Directives

It is the department's right to issue written directives deemed necessary to maintain and/or improve professional and efficient department operations. To provide the union an opportunity to comment on written directives before implementation, the chief will provide the union with a copy of all written directives at least seven (7) calendar days before implementation, and will allow union officers an opportunity to submit written comments relating to said directive during that seven (7) day period.

Each officer shall continue to receive copies of departmental written directives. Any change in departmental written directives shall be distributed prior to implementation to each police officer. Charges for infraction(s) of the rules or the written directives of the department will be brought within thirty (30) days after command has knowledge of the events or circumstances upon which such charges are based. All investigations resulting from charges (other than criminal) shall be brought to a conclusion within one hundred eighty (180) days of charge(s) being brought against the officer.

ARTICLE XIX SAVINGS CLAUSE

Section 19.1 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.

ARTICLE XX UNION SECURITY

Section 20.1 Dues Deductions

Upon receipt of proper written authorization from an employee, the employer shall deduct each month's Metropolitan Alliance of Police dues in the amount certified by the treasurer of

Metropolitan Alliance of Police from the pay of said officers covered by this agreement who, in writing, authorize such deductions. Such money shall be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made on a semi-monthly basis.

Section 20.2 Union Indemnification

The union shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs for counsel selected or approved by the union that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this article. If an improper deduction is made, the union shall refund directly to the officer(s) any such amount.

The foregoing indemnification clause shall not require the chapter to indemnify or hold the City harmless in the event the City initiates a cause of action against the chapter, unless the City initiates such an action in response to a claim or cause of action initiated by another party.

Section 20.3 Fair Share

During the term of this agreement, police officers who are not members of Metropolitan Alliance of Police shall, commencing thirty (30) days after the effective date of this agreement, pay a fair share fee to Metropolitan Alliance of Police for collective bargaining and contract administration services tendered by Metropolitan Alliance of Police as the exclusive representative of the officers covered by this agreement. Such fair share fee shall be deducted by the City from the earnings of non-members and remitted to Metropolitan Alliance of Police each month. Metropolitan Alliance of Police shall annually submit to the City, a list of the officers covered by this agreement who are not covered by Metropolitan Alliance of Police and an affidavit that specifies the amount of the fair share fee that shall be determined in accordance with the applicable law.

The parties agree that in the event of a legal challenge to the fair share agreement, the union will bear the entire burden of defense provided that the City does not initiate or prosecute such a legal challenge. Further, the parties agree that the provision will not take effect until the union provides an accounting to the City showing what the fair share is based on.

ARTICLE XXI
RATIFICATION AND CHANGES

Section 21.1 Ratification And Amendment

This agreement shall become effective when ratified by the City 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 21.2 Maintenance Of Economic Benefits

All direct and substantial economic benefits which are not set forth in this agreement and are currently in effect shall continue and remain in effect until such time as the City shall notify the union of its intention to change them. Upon such notification and if requested by the union,

the City shall meet and discuss such change before it is finally implemented by the City. Any change made without such notice shall be considered temporary pending the completion of such meet and confer discussions. If the union becomes aware of such a change and has not received notification from the City, the union must notify the City within fourteen (14) days of the date the union became aware of such change and request discussions or such inaction shall act as a waiver of the right to such discussions by the union. If no agreement is reached within thirty (30) calendar days after discussions begin, the union shall have the right to refer the dispute over the change to arbitration as set forth in Section 1614 of the Illinois Public Labor Relations Act. The parties agree that the City shall have the right to temporarily implement the change during the period of such bargaining or arbitration.

ARTICLE XXII **COMPLETE 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 employer as provided in the management rights clause, Article II. 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. The union specifically waives any right it may have to impact or effects bargaining for the life of this agreement.

ARTICLE XXIII **TERMINATION**

Section 24.1 Termination in 2017

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, 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date. In the event that either party desires to terminate this agreement, written notice must be given to the other party no later than ten (10) days prior to the desired termination date, which shall not be before the anniversary date.

Executed this _____ day of _____, 2013. After receiving official approval by the president and board of directors and ratification by the union's membership.

**Metropolitan Alliance of Police
St. Charles Chapter 27**

City of St. Charles

City Administrator

City Clerk

APPENDIX A
WAGE SCHEDULE

St. Charles Police Department Step Plan for MAP Contract

Tenure	Steps	Current	FY 13-14 2.75%	FY 14-15 2.75%	FY 15-16 2.75%	FY 16-17 2.75%
Stage 1	P-1	\$26.91	\$27.65	\$28.41	\$29.19	\$29.99
Stage 2	P-2	\$34.30	\$35.24	\$36.21	\$37.21	\$38.23
Stage 3	P-3	\$36.10	\$37.09	\$38.11	\$39.16	\$40.24
Stage 4	P-4	\$37.85	\$38.89	\$39.96	\$41.06	\$42.19
Stage 5	P-5	\$39.58	\$40.67	\$41.79	\$42.94	\$44.12
Stage 6	P-6	\$41.12	\$42.25	\$43.41	\$44.60	\$45.83

It is understood by the City and the union that the above reflects the dollar value of each step under the step plan for patrolmen. The step for each year of service has been increased appropriately as per negotiated agreements contained in this contract. An officer's step raise (e.g. movement from Stage 1 to Stage 2 and so on), shall occur on the officer's anniversary date of hire.

APPENDIX B

STEP #1
ST. CHARLES POLICE DEPARTMENT
FORMAL GRIEVANCE COMPLAINT RECORD

GRIEVANCE PROCEDURE: ARTICLE VI OF THE CONTRACT

Grievant's Name (Last, First, MI)	Badge #	Employee #
Contract Section(s) Violated	Incident Date	
Basis of Grievance (attach further documentation if requested)		
Remedy/Adjustment Desired		
Grievant's Signature	Date	
Responding Sergeant	Response Date	
Disposition		
Respondent's Signature	Date	

STEP #2
ST. CHARLES POLICE DEPARTMENT
FORMAL GRIEVANCE COMPLAINT RECORD

GRIEVANCE PROCEDURE: ARTICLE VI OF THE CONTRACT

STEP #2

Grievant's Name (Last, First, MI)	Incident Date
I am appealing to the level of Deputy Chief.	
Grievant's Signature	Date
Responding Deputy Chief	Response Date
Disposition	
Respondent's Signature	Date

STEP #3
ST. CHARLES POLICE DEPARTMENT
FORMAL GRIEVANCE COMPLAINT RECORD

GRIEVANCE PROCEDURE: ARTICLE VI OF THE CONTRACT

Grievant's Name (Last, First, MI)	Incident Date
I am appealing to the level of Chief.	
Grievant's Signature	Date
Responding Chief	Response Date
Disposition	
Respondent's Signature	Date

STEP #4
ST. CHARLES POLICE DEPARTMENT
FORMAL GRIEVANCE COMPLAINT RECORD

GRIEVANCE PROCEDURE: ARTICLE VI OF THE CONTRACT

Grievant's Name (Last, First, MI)	Incident Date
I am appealing to the level of City Administrator.	
Grievant's Signature	Date
Responding City Administrator	Response Date
Disposition	
Respondent's Signature	Date

APPENDIX C
VEST REPLACEMENT LIST

SCPD Sworn Officer Body Armor Replacement List

Fiscal Year	Officer(s)
2013/2014	Anyon, Bauwens, Ferguson, Pawlak, Pierce, Sheets, Schomer, Tynan
2014/2015	Boyce, Churney, Clark, Coryell, Heike, Ketelsen, Majewski, B. McCowan
2015/2016	Anson, Burden, Crumlett, Devol, Finley, Krupke, Lamela, Losurdo, Peacock, Ross, Runkle, Schuessler, Stander, Woloszyk
2016/2017	Bahe, Bedell, Grove, Lee, M. McCowan

SIDE LETTER
SUBSTANCE USE POLICY

The City of St. Charles is committed to providing a safe and productive work environment for all employees and visitors. Employee health and overall well-being of the mind and body are important. The adverse effects of drug and alcohol use by employees are unacceptable. Consistent with the spirit and intent of this commitment, the City of St. Charles has developed and is implementing the following substance use (drugs and alcohol) policy for the police officers in accordance with the MAP contract. All aspects of the City's drug/alcohol testing policy including, but not limited to, the collection, handling, shipping, receiving and storage of specimens, laboratory analysis procedures, record keeping and the reporting of test results shall comply with federal regulations. Any changes to the substance use policy will be discussed in labor/management and agreed to by both parties.

SUBSTANCE USE PROHIBITED

All locations, at which City business is conducted, are declared to be drug-free work places. The use, possession, (except, as required, in the line of duty) distribution and/or sale of drugs or alcohol on City premises or during work time by employees or visitors is prohibited. Employees are also prohibited from reporting to work or working under the influence of illegal drugs or alcohol. "Under the influence of drugs or alcohol" is defined as when test results are at or above the levels indicated in this policy. In accordance with this policy, urinalysis tests will be conducted to detect the six (6) following substances for police officers: amphetamines, cocaine, marijuana, opiates, 6-Accetylmorphine, and phencyclidine (PCP). Suspected cases of illegal workplace drug/alcohol possession or the distribution or sale of drugs/alcohol will be referred to law enforcement authorities. Employees who use drugs/alcohol harm themselves, endanger others, and can affect the efficiency and effectiveness of City operations.

SUBSTANCE USE TESTING

DRUG TESTING

Employees may be randomly tested no more than two (2) times per calendar year. All urine samples shall be split-samples. The "primary sample" shall be at least 30 ml. of urine; the "split sample" shall be at least 15 ml. Failure of the employee to provide that quantity even after a three (3) hour second opportunity following drinking up to forty (40) ounces of water, will cause the employee to be referred for a medical evaluation to develop pertinent information as to whether the employee's inability to provide a specimen is genuine or constitutes a refusal to test. The medical evaluation shall go to the Medical Review Officer (MRO) who will make a conclusion in writing to the City. While this process is being accomplished the employee shall not be working.

The employee will pay for all tests it directs.

The employee will be provided an eight (8) ounce glass of water every 30 minutes, but not to exceed a maximum of 40 ounces over a period of three (3) hours or until the donor has provided a sufficient urine specimen. The employee shall consume that amount which is not uncomfortable.

ALCOHOL TESTING

Two breath tests are required to determine if the employee has a prohibited alcohol concentration. A "screen" test shall be conducted first. Any results less than .04 alcohol concentration is considered a negative test and a second test is not required. If the alcohol concentration is .04 or greater, a second or "confirmation test" must be conducted. Within two (2) days of receipt, the City shall provide an employee with a copy of any test results that the City received with respect to such employee. The employer will pay for all tests it directs. Time spent at the site and traveling to and from the testing site shall be treated as work time.

POST-OFFER TESTING

No one will be hired or re-hired until they take and pass a urine test for evidence of illegal drug use. All post-offer individuals will be scheduled at the City designated medical provider for substance use testing. The City designated medical provider uses only SAMHSA certified labs. The prospective employee will be required to sign a consent form, show a photo identification, and provide a urine specimen under the security requirements of the City designated medical provider. All positive screens for drug use will be confirmed by Gas Chromatography/Mass Spectrometry (GCMS) before specimens are regarded positive. Should a post-offer individual refuse a substance test or test positive, the offer will be rescinded. All results will be confidential.

TEST CUTOFF LEVELS DEFINED

The initial test cut-off levels are defined as at or above:

INITIAL TEST CUT-OFF LEVELS	
Marijuana metabolites	50 ng/ml
Cocaine metabolites	150 ng/ml
Opiate metabolites Codeine/Morphine	2000 ng/ml
6-Accetylmorphine	10 ng/ml
Phencyclidine (PCP)	25 ng/ml
Amphetamines AMP/MAMP (methamphetamine) MDMA (ecstasy)	500 ng/ml 500 ng/ml

A positive urine/blood test is defined as at or above these levels of GC/MS Confirmation:

DRUGS	
Marijuana metabolites	15 ng/ml
Benzoylecgonine	100 ng/ml
Codeine	2000 ng/ml
Morphine	2000 ng/ml
6-Accetylmorphine	10 ng/ml
Phencyclidine (PCP)	25 ng/ml
Amphetamines	250 ng/ml
Methamphetamine	250 ng/ml
MDMA (ecstasy)	250 ng/ml
MDA	250 ng/ml
MDEA	250 ng/ml

POST EMPLOYMENT DRUG TESTING

Once an applicant is hired, the employee may be subject to the following tests:

VEHICLE ACCIDENT

Employee(s) involved in a reportable accident must be tested for substance use if one or more of the following apply:

1. Fatality.
2. If the employee is the driver and receives medical treatment away from accident site (testing must occur within eight (8) hours of the accident for alcohol and 32 hours of the accident for drugs.
3. If the employee is the driver and any vehicle is towed (testing must occur within 32 hours of the incident).
4. Reasonable suspicion of drug usage.

EMPLOYEE ACCIDENT

All employees will be tested for substance use if seeking medical treatment following a work-related injury with a medical provider (hospital, clinic, or physician's office).

The substance use test must be performed within two (2) hours following the accident. If a required alcohol test is not administered within eight (8) hours following the accident, the employer shall cease attempts to administer an alcohol test. If a required controlled substance test is not administered within thirty-two (32) hours following the accident, the employer shall cease attempts to administer a controlled substances test. If the employee refuses to submit to the substance use test, he/she will be treated as if he/she tested positive.

REASONABLE SUSPICION TESTING

Employees who are suspected of using drugs at any time or alcohol during work hours will be tested for substance use. This suspicion must be based on the supervisor's specific observations

concerning the appearance, behavior, speech and/or body odors of the employee. Testing for alcohol must occur within eight (8) hours of the supervisor's observation. Testing for drugs can occur whenever there is suspicion.

Employees will be given a completed and signed copy of the reasonable suspicion checklist at the time that they are directed to undergo reasonable suspicion testing.

Employees selected for testing because of reasonable suspicion will be escorted to the City designated medical provider to provide a urine specimen(s) in accordance with the City policy guidelines. All positive screens for drug use will be confirmed by Gas Chromatography/Mass Spectroscopy (GCMS) before specimens are regarded positive. All positive drug test results will also be reviewed by a Medical Review Officer before results are reported to the City.

RANDOM SELECTION TESTING

The City of St. Charles utilizes a computerized random selection program at the City designated medical provider to provide names to be tested for substance use. All employees in the random selection pool have an equal chance to be selected. Employees may be randomly tested no more than two (2) times per calendar year unless otherwise specified in union contract. Results will be sent to employee within 2 days of receiving them in HR. A computer does the actual selection and provides two lists:

1. List of each employee in the City pool at the time of selection;
2. List of the actual employees selected at the time of selection.

POSITIVE EMPLOYEE POST-ACCIDENT, REASONABLE SUSPICION, RANDOM SELECTION TEST RESULTS

Positive test results for these tests are defined as:

1. An employee admission that he or she has used drugs and/or alcohol prior to reporting to work or while working.
2. A breath alcohol concentration of .04 or greater.
3. Positive urine test at or above levels stated in the pre-employment result section.
4. Refusal to be tested which may consist of attempting to adulterate sample; substitution of sample; or failure to cooperate in the testing process to include deliberate delay.

REFUSALS OR POSITIVE TEST - REMOVAL FROM THE JOB

Employees who refuse to be tested will be treated as if they tested positive. Refusal consists of attempting to adulterate sample, substitution of sample, or failure to cooperate in the testing process to include deliberate delay. The City may terminate the employee upon a positive test result. The employee, if testing positive, will be removed from his/her job immediately, required to have an evaluation and education with the Substance Abuse Professional (SAP) through the Employee Assistance Program (Tri-City Family Services), comply with and complete any recommended rehabilitation, and authorize the program to keep the City of St. Charles abreast of

the employee's drug-free accomplishments. EAP services, beyond the group health benefits provided by the City of St. Charles, at the time of treatment, is the responsibility of the employee.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Any employee violating this policy is subject to discipline including suspension and/or termination. However, should any employee be convicted of violating a criminal drug statute in the workplace, discipline of the employee will be termination, referral to law enforcement and/or participation in an approved rehabilitation or drug use employee assistance program (EAP). The Employee Assistance Program for City of St. Charles employees is Tri-City Family Services. If such help is offered and accepted, the employee must satisfactorily take part in the program to continue employment. The City believes that rehabilitation is the preferred solution to any such problem as it both protects our investment in a trained employee and treats the employee concerned with dignity. Payment beyond the group health benefits provided by the City of St. Charles at the time of treatment is the responsibility of the employee.

EAP REQUIREMENTS

1. Employees in treatment due to a violation of this policy may be placed on medical leave at the discretion of the City. Employees who successfully complete rehabilitation will be reinstated to an available opening for which they are qualified.
2. All employees who have tested positive and completed an employee assistance/treatment program will be required to submit to testing with or without cause when ordered by the City for up to one (1) year following completed rehabilitation.
3. Employees who fail to cooperate in an evaluation, fail to successfully complete rehabilitation, or test positive more than once will be terminated.
4. Some or all of the expenses of rehabilitation may be covered by the employee's insurance. Expenses not covered are the responsibility of the employee.
5. Employees may volunteer for rehabilitation and treatment but may not avoid discipline by volunteering. All rehabilitation provisions will still apply. No more than two such leaves for voluntary treatment will be granted to any employee.

DRUG EDUCATION

Employees have the right to know about the dangers of drug use in the workplace, the City policy regarding a drug-free workplace and what is available to help combat drug problems. Education programs on the dangers of drug use in the workplace will be made available on a regular basis. Employees will be made aware of the several kinds of help that are available on a voluntary basis.

These include:

1. Medical insurance benefits for substance use programs.
2. Information about community resources for assessment and treatment.
3. Tri-City Family Services (Employee Assistance Program).

We have established this help as part of our commitment to the health, safety, and well-being of

our employees and their families; employees are encouraged to use it as needed.

POLICY ACKNOWLEDGEMENT

All employees must acknowledge in writing (see Substance Use Acknowledgement Form) that they have been informed of the above policy and agree to abide by it in all respects.

RIGHTS AND RESPONSIBILITIES UNDER THE CITY OF ST. CHARLES POLICY

EMPLOYEE RIGHTS

1. The City of St. Charles will tell the employee that he/she can't bring in, make, distribute or sell, use or even have with him/her any illegal drugs or alcohol when at work or on City premises.
2. The City of St. Charles will tell the employee what help the City has available to him/her for combating drug and alcohol problems.
3. The City of St. Charles will give the employee a written policy statement explaining the policy about drugs in the workplace.

CRIMINAL CONVICTION

If an employee is convicted by a court of a substance use related criminal violation, the employee may be:

1. Disciplined up to and including termination; or
2. Offered help available to combat the employee's involvement with drugs or alcohol in accordance with the City policy.

EMPLOYEE RESPONSIBILITIES

1. The employee must read the policy statement and certify that he/she has done so.
2. The employee must agree to abide by the guidelines of the City's policy. The City of St. Charles can terminate an employee if he/she does not agree.
3. The employee must satisfactorily complete all the steps associated with any offered rehabilitation program.

If an employee has any questions or comments about this policy, please contact the human resources department.



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Motion to approve an Ordinance Amending Special Service Area 1A in the City of St. Charles, Kane and DuPage Counties, Illinois (304 Cedar Avenue – Dunham-Hunt House).
Presenter:	Rita Tungare

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input type="checkbox"/>	Government Services
<input type="checkbox"/>	Planning & Development	<input checked="" type="checkbox"/>	City Council – New Business (6/3/13)
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	NA	Budgeted:	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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If NO, please explain how item will be funded:

Executive Summary:

On January 22, 2013, the City Council approved Ordinances 2013-M-5 and 2013-M-6 proposing the enlargement of Special Service Area 1A (downtown parking) and 1B (downtown revitalization) to include the Dunham-Hunt House property (304 Cedar Avenue, PIN #09-27-454-002) and setting a public hearing date in accordance with State statute.

On April 1, 2013, the public hearing was held and closed. Per State statute, the City Council can pass ordinances formally enlarging the SSAs no sooner than 60 days following the close of this public hearing. The ordinances approving the expansion of SSA 1-A and SSA 1-B can now be adopted.

The Dunham-Hunt House property is owned by the City and is currently being marketed for sale. Staff is proposing to add the property to Special Service Area 1A (downtown parking) and 1B (downtown revitalization) to enable the building to be occupied by a future user without requiring any additional parking be provided on the property. Properties located in both SSAs are exempt from providing dedicated on-site parking and are able to utilize public parking within the downtown to meet the off-street parking requirements of the Zoning Ordinance. The property is contiguous to both SSAs and is directly across the street from a parking lot with public parking. Reducing or eliminating the need for parking at the site will improve the marketability of the property for sale. Additionally, minimizing onsite parking will help retain the historic residential character of the property.

Attachments: *(please list)*

Ordinance Amending Special Service Area 1A in the City of St. Charles, Kane and DuPage Counties, Illinois (304 Cedar Avenue – Dunham-Hunt House).

Recommendation / Suggested Action *(briefly explain):*

Motion to approve an Ordinance Amending Special Service Area 1A in the City of St. Charles, Kane and DuPage Counties, Illinois (304 Cedar Avenue – Dunham-Hunt House).

<i>For office use only:</i>	<i>Agenda Item Number:</i> IB
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City of St. Charles, Illinois
Ordinance No. 2013-M-___

**An Ordinance Amending Special Service Area 1A in the City of St. Charles, Kane and DuPage Counties, Illinois
(304 Cedar Avenue – Dunham-Hunt House)**

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

Section 1: Authority to Establish and Enlarge Special Service Area. Special Service Areas are established pursuant to Article VII, Section 6 of the Constitution of the State of Illinois, in force, July 1, 1971, which provides:

“(1) The General Assembly may not deny or limit the power of home rule units *** (2) to levy or impose additional taxes upon areas within their boundaries in the manner provided by law for the provision of special services to those areas and for the payment of debt incurred in order to provide those special services.”

and are established pursuant to provisions of the “Special Service Area Tax Law”, as amended, (35 ILCS 200/27-5 et seq. (the “Act”) ”), and pursuant to the Revenue Act of 1939, as amended. The boundaries of a special service area may be enlarged pursuant to the procedures set forth in Section 27-50 of the Act.

Section 2: Findings. This City Council finds:

A. That the City Council previously established a Special Service Area No.1A by Ordinance No. 1985-M-92, as amended by Ordinance Nos. 1990-M-90, 1993-M-62, 1995-M-39, 2000-M-54, 2003-M-33, 2004-M-36, and 2008-M-60.

B. That the question of the amendment of Special Service Area No. 1A has been considered by the City Council pursuant to an ordinance, Ordinance 2013-M-5, entitled: “An Ordinance Proposing the Enlargement of Special Service Area Number 1A in the City of St. Charles, Kane and DuPage Counties, Illinois, and Providing for a Public Hearing and Other Procedures in Connection Therewith”, adopted, January 22, 2013, and was considered pursuant to a public hearing held at 6:50 P.M. on April 1, 2013 by the City Council pursuant to Notice duly published in the Kane County Chronicle on March 14, 2013, a newspaper of general circulation in the City of St. Charles, at least fifteen (15) days prior to the hearing and pursuant to Notice by mail addressed to the person in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land to be added to Special Service Area No. 1A. Said Notice was given by depositing said Notice in the United States mail not less than then (10) days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, said Notice was sent to the person last listed on the tax rolls prior to that year as the owner of said property. A Map of the Area, Certificate of Publication of said Notice and an Affidavit of Mailing of said Notices are attached to this Ordinance as

Exhibits 1, 2 and 3 respectively. Said Notices conform in all respects to the requirements of Section 27-25 of the Act.

C. That a public hearing on the question set forth in the Notice was held on April 1, 2013. All interested persons were given an opportunity to be heard on the question of amending the Special Service Area No. 1A. Full opportunity was given for all persons to voice their opinions. The public hearing was adjourned at 6:58 P.M. on April 1, 2013. That after considering the data and other matters presented at the public hearing, the City Council finds that it is in the public interest that the Special Service Area 1A which has been previously created be enlarged to contain the area hereinafter described.

D. That said area as enlarged is compact and contiguous and constitutes a commercial area in the City of St. Charles.

E. That the area to be added to the special service area represents less than 5% of the assessed valuation of Special Service Area No. 1A as determined by the Clerk of the County of Kane (Special Service Area No. 1A having an assessed value for the 2012 of \$28,609,014.00 and the area to be added having an assessed value for the year 2012 of \$0.00).

F. That Special Service Area No. 1A as enlarged, including the property being added, is generally zoned for business and all of said area including the property being added will benefit specially from the municipal services to be provided, and that the proposed municipal services are unique and in addition to municipal services provided to the City of St. Charles as a whole, and it is, therefore, in the best interest of the City of St. Charles that the levy of special taxes against said area including the property being added for the services to be provided be considered.

Section 3: Enlargement of Special Service Area No. 1A

The Special Service Area known and designated as the "City of St. Charles Special Service Area No. 1A" is hereby amended to include the following legally described territory:

Legal Description:

That part of the Southeast and Southwest Quarter of Section 27, Township 40 North, Range 8 East of the Third Principal Meridian described as follows: Beginning at the intersection of the centerlines of Cedar Avenue and North Third Avenue; thence northerly a distance of 155.0 feet along the centerline of North Third Avenue; thence easterly a distance of 130.0 feet along a line parallel to the centerline of Cedar Avenue to the east line of Lot 3 in Block 22 of the Original Town of St. Charles; thence southerly a distance of 25 feet along the east line of said Lot 3 to the northeast corner of Lot 6 in said Block 22; thence continuing southerly a distance of 130 feet along the east line and east line extended of said Lot 6 to the centerline of Cedar Avenue; thence westerly a distance of 130 feet along the centerline of Cedar Avenue to the point of beginning, in the City of St. Charles, Kane County, Illinois.

Common Address: 304 Cedar Avenue, St. Charles, Illinois.
Permanent tax index number: 09-27-454-002

Section 4: Effective Date.

This Ordinance shall be in full force and effect from and after its adoption and approval and publication as provided by law.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 3rd day of June 2013.

PASSED by the City Council of the City of St. Charles, Illinois, this 3rd day of June 2013.

APPROVED by the Mayor of the City of St. Charles, Illinois, this 3rd day of June 2013.

Raymond Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

EXHIBIT A

MAP

Exhibit A

Pottawatomie Park

Park Av

N 5th Av 25

N 2nd Av

Chestnut Av
 Proposed Addition
 to SSA 1-A

State Av

Cedar Av

E Main St

N 2nd St

State St

N 3rd St

N 4th St

W Main St 64

31

S 2nd St

S 3rd St

S 1st Av

Walnut Av

S 2nd Av

S 3rd Av

Illinois St

S 1st St

Riverside Av

Ohio Av

Indiana St

Limestone Dr

Bluestone Dr

Oak St

Copyright 2009 - City of St. Charles, Illinois



0 50 100 200 Feet

- BSA 1A Boundary
- City of St. Charles
- Parcel
- Park
- Railroads
- Water Bodies
- Creeks

This map is subject to change without notice and is intended as a general guide only. The information contained herein is for informational purposes only and does not constitute a contract or any other legal instrument. The City of St. Charles is not responsible for any errors or omissions in this map. The City of St. Charles is not responsible for any damages or losses resulting from the use of this map. The City of St. Charles is not responsible for any claims or liabilities arising from the use of this map. The City of St. Charles is not responsible for any claims or liabilities arising from the use of this map.

EXHIBIT B

CERTIFICATE OF PUBLICATION

**CITY OF ST. CHARLES
PUBLIC HEARING NOTICE
ENLARGEMENT OF SPECIAL SERVICE AREA
NO. 1A**

NOTICE IS HEREBY GIVEN that on the 1st day of April, 2013, at 6:50 P.M., in the City Council Chambers of City Hall, 2 East Main Street, St. Charles, Illinois, a public hearing will be held by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, to consider enlarging Special Service Area No. 1A by adding the following described territory:

Legal Description:

erty line of Illinois State Route No. 31; thence northwesterly along the westerly line of said State Route to a point that is 60.0 feet southerly of the center line of the main track of the Chicago Great Western Railway Company; thence easterly parallel with the center line of said main tract to the most westerly northwest corner of a tract conveyed from said Chicago Great Western Railway Company by Document 1113229; thence easterly along the northerly line of the tract conveyed by said Document 1113229 to the center line extended of First Avenue North; thence southerly along the center line of said First Avenue North to the northerly line extended of Lot 5 in Block 20 of said Original Town of St. Charles; thence easterly along the northerly line extended of Lot 5 in said Block 20 and along the northerly line of Lots 5, 6, 7, and 8, and along the northerly line extended of Lot 8 in said Block 20 to the center of Second Avenue North; thence northerly along the center line of said Second Avenue North to the point of intersection of the center line of said Second Avenue North with the center line of State Avenue; thence easterly along

All of that part of the City of St. Charles lying within those portions of Sections 27 and 34, Township 40 North Range 8 East of the Third Principal Meridian, Bounded and described as follows: Beginning at the point of intersection of the center line of State Avenue and the center line of North First Avenue in the Original Town of St. Charles; thence easterly along said State Avenue to the intersection of the easterly line of Lot 2 in Block 20 of the Original Town of St. Charles on the east side of the Fox River, in the City of St. Charles, Kane County Illinois; extended northerly; thence southerly along said line 1 the southeast corner of said Lot 2; thence westerly along the southerly line of said Lot 2 and the southerly line of Lots 3 and 4 in said Block 20 as extended westerly to the center line of First Avenue; thence northerly along said center line of First Avenue to the point of beginning, all in the Original Town of St. Charles on the east side of Fox River, in the City of St. Charles, Kane County, Illinois.

Prorogatus Affidavit:

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Illinois.

State of Illinois
County of Kane

Certificate of Publication

2867.20

1075.20
716.80
1075.20

I, J. Tom Shaw, do hereby certify that I am the publisher of the **Kane County Chronicle** a secular newspaper of general circulation published in the County of Kane and State of Illinois, and that the same has been regularly published for at least 12 months prior to the date of the first publication of the notice attached hereto. I further certify that a notice, of which the annexed is a true printed copy, has been regularly published in said newspaper 3/14 time(s) on the following date(s):

I further certify that I am publisher of the **Kane County Chronicle** and that said newspaper is a newspaper as defined by the terms and conditions of Chapter 100, paragraph 1, et. seq., Illinois Revised Statutes 1981.

Given under my hand at St. Charles, Illinois, this 14 day of March A.D., 2013.

[Signature]
Publisher

EXHIBIT C

AFFIDAVIT OF MAILING

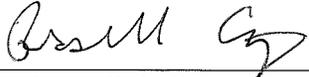
STATE OF ILLINOIS)
) S.S.
KANE COUNTY)

AFFIDAVIT OF MAILING

The undersigned, being first duly sworn on oath, deposes and says that the notice attached hereto as Exhibit A was sent by first-class mail, postage prepaid, to the addresses set forth in Exhibit B attached hereto, not less than ten (10) days prior to the public hearing date set forth in Exhibit A.

Further, Affiant sayeth not.

CITY OF ST. CHARLES, ILLINOIS

By: 
Russell Colby

Subscribed and sworn to before
me this 30th day of May, 2013.


Notary Public



EXHIBIT A

**CITY OF ST. CHARLES
PUBLIC HEARING NOTICE
ENLARGEMENT OF SPECIAL SERVICE AREA NO. 1A**

NOTICE IS HEREBY GIVEN that on the 1st day of April, 2013, at 6:50 P.M., in the City Council Chambers of City Hall, 2 East Main Street, St. Charles, Illinois, a public hearing will be held by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, to consider enlarging Special Service Area No. 1A by adding the following described territory:

Legal Description:

That part of the Southeast and Southwest Quarter of Section 27, Township 40 North, Range 8 East of the Third Principal Meridian described as follows: Beginning at the intersection of the centerlines of Cedar Avenue and North Third Avenue; thence northerly a distance of 155.0 feet along the centerline of North Third Avenue; thence easterly a distance of 130.0 feet along a line parallel to the centerline of Cedar Avenue to the east line of Lot 3 in Block 22 of the Original Town of St. Charles; thence southerly a distance of 25 feet along the east line of said Lot 3 to the northeast corner of Lot 6 in said Block 22; thence continuing southerly a distance of 130 feet along the east line and east line extended of said Lot 6 to the centerline of Cedar Avenue; thence westerly a distance of 130 feet along the centerline of Cedar Avenue to the point of beginning, in the City of St. Charles, Kane County, Illinois.

The common address of the territory to be added being: 304 Cedar Avenue, St. Charles, Illinois.

The current boundaries of Special Service Area No. 1A are legally described on Exhibit "A" attached hereto and incorporated herein, and are generally described as follows:

Indiana Street and Avenue on the South; Fourth Street on the West; the Chicago Great Western Railway Company track on the north; and Fourth Avenue on the East.

The permanent tax index number of each parcel located within Special Service Area No. 1A is set forth in Exhibit "B" attached hereto and incorporated herein. The permanent tax index number for the parcel proposed to be added is: 09-27-454-002.

A map of the proposed territory to be added as well as the current Special Service Area No. 1A is appended hereto as Exhibit "C" and is on file in the Office of the City Clerk and available for public inspection.

The purpose of the City of St. Charles Special Service Area No. 1A, as enlarged, is to provide the area with special municipal services, including but not limited to, the municipal services in connection with the acquisition, payment for, construction, maintenance, repair and replacement of off-street parking lots and facilities within said area.

At the hearing, all interested persons, including all persons owning taxable real property located within the area, will be given an opportunity to be heard regarding the enlargement of the area and the amount of the tax levy and an opportunity to file objections thereto. The hearing may be adjourned by the City Council without further notice to another date and without further notice other than a motion to be entered upon the minutes of its meeting, fixing the time and place of its adjournment.

The proposed amount of the tax levy for special services for 2013 is approximately \$90,000. The maximum rate of taxes to be extended within the area in any year is 0.4% (or \$0.40 per \$100.00) of the assessed value, as equalized, of the taxable real property in the territory proposed to be added to the territory of Special Service Area No. 1A. Said tax shall be in addition to all other taxes provided by law.

If a petition signed by at least 51% of the electors residing within the territory proposed to be added to the territory of Special Service Area No. 1A and by at least 51% of the owners of record of the land included within the boundaries of the territory proposed to be added to the territory of Special Service Area No. 1A is filed with the City Clerk within sixty (60) days following the final adjournment of the public hearing objecting to the enlargement of the Special Service Area No. 1A, or the levy or imposition of a tax for the provision of special services to the area, no such area may be so enlarged or tax levied or imposed.

DATED this 14th day of March 2013.

/s/ Nancy Garrison
City Clerk for the City of St. Charles
Kane and DuPage Counties, Illinois

Exhibit A

Legal Description of Original SSA 1-A

All that part of the City of St. Charles lying within those portions of Sections 27 and 34, Township 40 North, Range 8 East of the Third Principal Meridian, bounded and described as follows: Beginning at the point of intersection of the center line of Cedar Street with the westerly line extended of Lot 6 in Block 47 of the Original Town of St. Charles; thence northerly along the westerly line extended of Lot 6 in Block 47 of the Original Town of St. Charles; thence northerly along the westerly line extended and the westerly line of said Lot 6 to the northwest corner of said Lot 6; thence easterly along the northerly line of said Lot 6 and along the northerly line and northerly line extended of Lots 7 and 8 in said Block 47 to the center line of Third Street North; thence northerly along the center line and center line extended of said Third Street North to the center line of State Street; thence easterly along the center line of said State Street to a point on a line drawn parallel with the easterly line of Fourth Street North from a point on the northerly line of said State Street that is 95.0 feet easterly of the point of intersection of said northerly line of State Street with the westerly line of Third Street North extended northerly; thence northerly parallel with the easterly line of Fourth Street North 280.0 feet; thence easterly parallel with the northerly line of said State Street to the westerly line of Illinois State Route No. 31; thence northwesterly along the westerly line of said State Route to a point that is 60.0 feet southerly of the center line of the main track of the Chicago Great Western Railway Company; thence easterly parallel with the center line of said main tract to the most westerly northwest corner of a tract conveyed from said Chicago Great Western Railway Company by Document 1113229; thence easterly along the northerly line of the tract conveyed by said Document 1113229 to the center line extended of First Avenue North; thence southerly along the center line of said First Avenue North to the northerly line extended of Lot 5 in Block 20 of said Original Town of St. Charles; thence easterly along the northerly line extended of Lot 5 in said Block 20 and along the northerly line of Lots 5, 6, 7, and 8, and along the northerly line extended of Lot 8 in said Block 20 to the center of Second Avenue North; thence northerly along the center line of said Second Avenue North to the point of intersection of the center line of said Second Avenue North with the center line of State Avenue; thence easterly along the center line of said State Avenue to the easterly line extended of Lot 3 in Block 21 of said Original Town of St. Charles; thence southerly along the easterly line extended and along the easterly line of Lot 3 in said Block 21 to the northwest corner of Lot 7 in said Block 21; thence easterly along the northerly line of Lots 7 and 8 and along the northerly line extended of Lot 8 in said Block 21 to the center line of Third Avenue North; thence southerly along the center line of said Third Avenue North to the point of intersection of the centerline of said Third Avenue North with the center line of Cedar Avenue; thence westerly along the center line of said Cedar Avenue to the easterly line extended of Lot 4 in Block 3 of said Original Town of St. Charles; thence southerly along the easterly line extended and along the easterly line extended and along the easterly line of Lot 4 in said Block 3 to the Northwest corner of Lot 6 in said Block 3; thence easterly along the northerly line of Lots 6, 7, 8, and along the northerly line extended of Lot 8 in said Block

3 to the center Line of said Third Avenue North; thence southerly along the center line of said Third Avenue North to the point of intersection of the center line of said Third Avenue North with the center line of East Main Street; thence easterly along the center line of East Main Street. Thence easterly along the center line of East Main Street to the point of intersection of the center line of said East Main Street with the center line of Fourth Avenue South; thence southerly along the center line of said Fourth Avenue South to the point of intersection of the center line of said Fourth Avenue South with the northerly line extended of Lot 8 in Block 6 of said Original Town of St. Charles; thence westerly along the northerly line extended and the northerly line of Lots 8 and 7 in said Block 6 to the northeast corner of Lot 6 in said Block 6; thence southerly along the easterly line and easterly line extended of Lot 6 in said Block 6 to the center line of Walnut Avenue; thence westerly along the center line of Walnut Avenue to the westerly line extended of Lot 6 in said Block 6; thence northerly along the westerly line extended and the westerly line of Lot 6 in said Block 6 to the northwest corner of Lot 6 in said Block 6; thence westerly along the northerly line and northerly line extended of Lot 5 in said Block 6 to the center line of Third Avenue South; thence southerly along the center line of said Third Avenue South to the northerly line extended of the South Half of Lots 7 and 8 in Block 4 of the said Original Town of St. Charles; thence westerly along the northerly line extended of Lot 6 in said Block 4 to the center line of Walnut Avenue; thence westerly along the center line of said Walnut Avenue to the point of intersection of the center line of said Walnut Avenue with the center line of Second Avenue South; thence southerly along the center line of said Second Avenue South to the northerly line extended of Lot 5 in Block 11 of said Original Town of St. Charles; thence easterly along the northerly line extended and along the northerly line of Lot 5 in said Block 11 and along the northerly line of Lot 6 in said Block 11 to the northeast corner of Lot 6 in said Block 11; thence southerly along the easterly line and along the easterly line extended of Lot 6 in said Block 11 to the center line of Illinois Avenue; thence westerly along the center line of said Illinois Avenue to the easterly line extended of Lot 4 in Block 16 of said Original Town of St. Charles; thence southerly along the easterly line extended and along the easterly line of Lot 4 in said Block 16 to the southeast corner of Lot 4 in said Block 16; thence westerly along the southerly line and southerly line extended of Lot 4 in said Block 16 to the center line of Second Avenue South; thence southerly along the center line of said Second Avenue South to the point of intersection of the center line of said Second Avenue South with the center line of Indiana Avenue; thence southwestly to the point of intersection of the westerly bank of the Fox River with the center line of Indiana Street; thence westerly along the center line of said Indiana Street to the point of intersection of the center line of said Indiana Street with the center line of First Street South; thence northerly along the center line of said First Street South to the easterly and westerly center line extended of Block 41 of said Original Town of St. Charles; thence westerly along the easterly and westerly center line extended and along the easterly and westerly center lines and extensions thereof of Blocks 41, 42, and 51 of said Original Town of St. Charles to the southwest corner of Lot 3 in said Block 51; thence northerly along the westerly line and westerly line extended of Lot 3 in said Block 51 to the center line of Illinois Street; thence easterly along the center line of said Illinois Street to the point of intersection of the center line of said Illinois Street with the center line of Second Street South; thence northerly along the center line of said Second Street South to the

southerly line extended of the northerly 50.0 feet of Lot 8 in Block 43 of said Original Town of St. Charles; thence westerly along the southerly line extended and the southerly line of said northerly 50.0 feet to the westerly line of the easterly 14.0 feet of Lot 7 in said Block 43; thence northerly along the westerly line of said easterly 14.0 feet to the northwest corner of said easterly 14.0 feet to the northwest corner of said easterly 14.0 feet; thence easterly along the northerly line and northerly line extended of Lots 7 and 8 in said Block 43 to the center line of said Second Street South; thence northerly along the center line of the said Second Street South to the point of intersection of the center line of said Second Street South with the center line of Walnut Street; thence westerly along the center line of said Walnut Street to the easterly line extended of Lot 2 in said Block 43; thence southerly along the easterly line extended and the easterly line of Lot 2 in said Block 43 to the southeast corner of Lot 2 in said Block 43; thence westerly along the easterly and westerly center lines and extensions thereof of Blocks 43 and 50 in said Original Town of St. Charles to the center line of Fourth Street South; thence northerly along the center line of said Fourth Street South and along the center line of Fourth Street North to the point of intersection of the center line of said Fourth Street north with the center line of said Cedar Street; thence easterly along the center line of said Cedar Street to the point of beginning, all in the City of St. Charles Kane County, Illinois

All of that part of the City of St. Charles lying within those portions of Sections 27 and 34, Township 40 North Range 8 East of the Third Principal Meridian, Bounded and described as follows: Beginning at the point of intersection of the center line of State Avenue and the center line of North First Avenue in the Original Town of St. Charles; thence easterly along said State Avenue to the intersection of the easterly line of Lot 2 in Block 20 of the Original Town of St. Charles on the east side of the Fox River, in the City of St. Charles, Kane County Illinois, extended northerly; thence southerly along said line to the southeast corner of said Lot 2; thence westerly along the southerly line of said Lot 2 and the southerly line of Lots 3 and 4 in said Block 20 as extended westerly to the center line of First Avenue; thence northerly along said center line of first Avenue to the point of beginning, all in the Original Town of St. Charles on the east side of Fox River, in the City of St. Charles, Kane County, Illinois.

Properties Added:

112 N. 1st Avenue

All of that part of the City of St. Charles lying within those portions of Sections 27 and 34, Township 40 North, Range 8 East of the Third Principal Meridian, bounded and described as follows: Beginning at the point of intersection of the center line of State Avenue and the center line of North First Avenue in the Original Town of St. Charles; thence easterly along said State Avenue to the intersection of the easterly line of Lot 2 in Block 20 of the Original Town of St. Charles on the east side of the Fox River, in the City of St. Charles, Kane County, Illinois, extended northerly; thence southerly along said line to the southeast corner of said Lot 2; thence westerly along the southerly line of said Lot 2 and the southerly line of Lots 3 and 4 in said Block 20, as extended westerly to the center line of First Avenue; thence northerly along said center line of First Avenue to

the point of beginning, all in the Original Town of St. Charles on the east side of the Fox River, in the City of St. Charles, Kane County, Illinois.

113 N. 2nd Avenue:

Lot 1 in Block 20 of the Original Town of St. Charles on the East side of the Fox River, in the City of St. Charles, Kane County, Illinois.

116 E. State Avenue:

Lots 7 and 8 and that part of Lots 1 and 2 in Block 26 of the Original Town of St. Charles, on the east side of the Fox River, described as follows: Beginning at the south east corner of said Lot 1; thence northerly along the easterly line of said Lot 1, 3.5 feet; thence westerly parallel with the southerly line of Lot 1, 48 feet; thence northwesterly to a point 9 feet westerly of the easterly line of said Lot 2, measured along a line drawn parallel with and 13.5 feet northerly of the southerly line of said Lot 2; thence westerly parallel with the southerly line of said Lot 2, 41 feet to the westerly line of said Lot 2; thence southerly along said westerly line 13.5 feet to the south west corner of said Lot 2; thence easterly along the southerly line of said Lot 2 and commonly known as 116 E. State Avenue, St. Charles, Illinois.

108 E. State Avenue:

That part of the Southwest Quarter of Section 27, Township 40 North, Range 8 East of the Third Principal Meridian described as follows: Beginning at the intersection of the centerlines of State Avenue and Second Avenue; thence southerly along the said centerline of said Second Avenue to the south line extended easterly of Lot 1 in Block 20 of the Original Town of St. Charles; thence westerly along the said south line extended to the southeast corner of said Lot 1; thence northerly along the east line of said Lot 1 to the northeast corner thereof; thence westerly along the north line of said Lot 1 to the northwest corner thereof; thence northerly along the west line extended northerly of said Lot 1 to the centerline of said State Avenue; thence westerly along the said centerline of State Avenue to the west line extended southerly of Lot 6 in Block 26 of the said Original Town of St. Charles; thence northerly along the said west line extended and the west line of said Lot 6 to the northwest corner thereof; thence easterly along the north line of said Lot 6 to the northeast corner thereof; thence southerly along the east line of said Lot 6 to the southeast corner thereof; thence easterly along the south line of Lots 7 and 8 in said Block 26 to the southeast corner of said Lot 8; thence northerly along the east line of said Lot 8 a distance of 103.5 feet; thence easterly along a line parallel to the north line of said Lot 8 to the centerline of said Second Avenue; thence south along the said centerline of Second Avenue to the point of beginning, in the City of St. Charles, Kane County, Illinois.

311 E. Walnut Avenue:

That part of the Southeast Quarter of Section 27, Township 40 North, Range 8 East of the Third Principal Meridian described as follows: Beginning at the southeast corner of Lot 3 in Block 12 of the Original Town of St. Charles; thence westerly along the south line of said Lot 3 to the intersection of the west line of the easterly 12.5 feet of said Lot 3; thence northerly along the west line and the west line extended of the said easterly 12.5 feet of Lot 3 to the centerline of Walnut Avenue; thence easterly along the said centerline of Walnut Avenue to the east line extended of the westerly half of Lot 2 in said Block 12; thence southerly along the extended east line and the east line of the said westerly half of Lot 2 to the south line of said Lot 2; thence westerly along the south line of said Lot 2 to the point of beginning, in the City of St. Charles, Kane County, Illinois.

104 South Second Avenue:

That part of Section 27, Township 40 North, Range 8, East of the Third Principal Meridian, described as follows: Beginning at the southeast corner of Lot 4 in Block 11 of the Original Town of St. Charles; thence westerly along the south line and south line extended westerly of said Lot 4 to the centerline of Second Avenue; thence northerly along the centerline of said Second Avenue to the centerline of Walnut Avenue; thence easterly along the centerline of said Walnut Avenue to the east line and east line extended northerly of said Lot 4; thence south along said east line and east line extended to the Point of Beginning, in the City of St. Charles, Kane County, Illinois.

First Street PUD:

LOT 5 (EXCEPT THE NORTHERLY 46.9 FEET THEREOF), LOT 6 (EXCEPT FOR THE NORTHERLY 121.9 FEET THEREOF), LOT 7, LOT 8, LOT 9, AND LOT 14 OF THE PHASE 1 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 THIRTY-FOUR, TOWNSHIP FORTY NORTH, RANGE EIGHT EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN KANE COUNTY, ILLINOIS.

The approximate street location is the Area bounded by:

Indiana Street and Avenue on the South; Fourth Street on the West; the Chicago Great Western Railway Company track on the north; and Fourth Avenue on the East.

Exhibit B

Parcel Identification Numbers (PIN) in SSA 1A

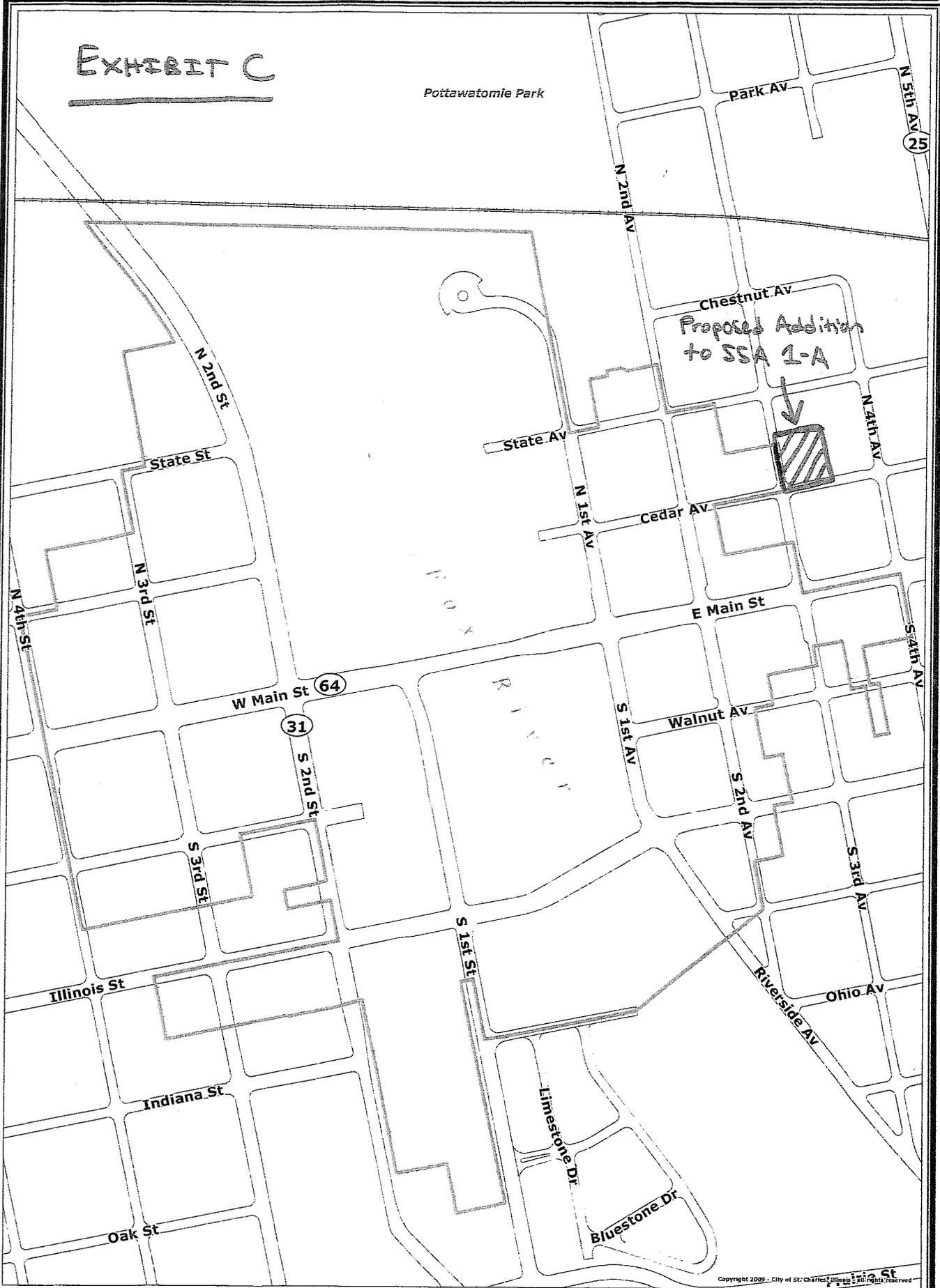
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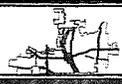
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927362065	927362119	934132030
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927362023	927362018	
927362030	927362024	
927362032	927362021	
927362037	927362103	

EXHIBIT C

Pottawatomie Park



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Scale: 0 50 100 200 Feet

- SSA 1A Boundary
- City of St. Charles
- Parcel
- Parks
- Railroads
- Water Bodies
- Creeks

This map was prepared during the process of the SSA 1A boundary. The boundary is subject to change based on the information provided by the street department and other departments. The City of St. Charles, Illinois, is not responsible for any errors or omissions on this map. The City of St. Charles, Illinois, is not responsible for any damages or losses resulting from the use of this map. The City of St. Charles, Illinois, is not responsible for any claims or liabilities resulting from the use of this map.

EXHIBIT B

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



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Motion to approve an Ordinance Amending Special Service Area 1B in the City of St. Charles, Kane and DuPage Counties, Illinois (304 Cedar Avenue – Dunham-Hunt House).
Presenter:	Rita Tungare

Please check appropriate box:

Government Operations	Government Services
Planning & Development	X City Council – New Business (6/3/13)
Public Hearing	

Estimated Cost:	NA	Budgeted:	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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If NO, please explain how item will be funded:

Executive Summary:

On January 22, 2013, the City Council approved Ordinances 2013-M-5 and 2013-M-6 proposing the enlargement of Special Service Area 1A (downtown parking) and 1B (downtown revitalization) to include the Dunham-Hunt House property (304 Cedar Avenue, PIN #09-27-454-002) and setting a public hearing date in accordance with State statute.

On April 1, 2013, the public hearing was held and closed. Per State statute, the City Council can pass ordinances formally enlarging the SSAs no sooner than 60 days following the close of this public hearing. The ordinances approving the expansion of SSA 1-A and SSA 1-B can now be adopted.

The Dunham-Hunt House property is owned by the City and is currently being marketed for sale. Staff is proposing to add the property to Special Service Area 1A (downtown parking) and 1B (downtown revitalization) to enable the building to be occupied by a future user without requiring any additional parking be provided on the property. Properties located in both SSAs are exempt from providing dedicated on-site parking and are able to utilize public parking within the downtown to meet the off-street parking requirements of the Zoning Ordinance. The property is contiguous to both SSAs and is directly across the street from a parking lot with public parking. Reducing or eliminating the need for parking at the site will improve the marketability of the property for sale. Additionally, minimizing onsite parking will help retain the historic residential character of the property.

Attachments: *(please list)*

Ordinance Amending Special Service Area 1B in the City of St. Charles, Kane and DuPage Counties, Illinois (304 Cedar Avenue – Dunham-Hunt House).

Recommendation / Suggested Action *(briefly explain):*

Motion to approve an Ordinance Amending Special Service Area 1B in the City of St. Charles, Kane and DuPage Counties, Illinois (304 Cedar Avenue – Dunham-Hunt House).

<i>For office use only:</i>	<i>Agenda Item Number:</i> IC
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City of St. Charles, Illinois
Ordinance No. 2013-M-___

**An Ordinance Amending Special Service Area 1B in the City of St. Charles, Kane and DuPage Counties, Illinois
(304 Cedar Avenue – Dunham-Hunt House)**

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

Section 1: Authority to Establish and Enlarge Special Service Area. Special Service Areas are established pursuant to Article VII, Section 6 of the Constitution of the State of Illinois, in force, July 1, 1971, which provides:

“(1) The General Assembly may not deny or limit the power of home rule units *** (2) to levy or impose additional taxes upon areas within their boundaries in the manner provided by law for the provision of special services to those areas and for the payment of debt incurred in order to provide those special services.”

and are established pursuant to provisions of the “Special Service Area Tax Law”, as amended, (35 ILCS 200/27-5 et seq. (the “Act”) ”), and pursuant to the Revenue Act of 1939, as amended. The boundaries of a special service area may be enlarged pursuant to the procedures set forth in Section 27-50 of the Act.

Section 2: Findings. This City Council finds:

A. That the City Council previously established a Special Service Area No. 1B by Ordinance No. 1993-M-63, as amended by Ordinances No. 1995-M-40, 2000-M-54, 2003-M-34, 2004-M-37, and 2008-M-61.

B. That the question of the amendment of Special Service Area No. 1B has been considered by the City Council pursuant to an ordinance, Ordinance 2013-M-6, entitled: “An Ordinance Proposing the Enlargement of Special Service Area Number 1B in the City of St. Charles, Kane and DuPage Counties, Illinois, and Providing for a Public Hearing and Other Procedures in Connection Therewith”, adopted, January 22, 2013, and was considered pursuant to a public hearing held at 6:55 P.M. on April 1, 2013 by the City Council pursuant to Notice duly published in the Kane County Chronicle on March 14, 2013, a newspaper of general circulation in the City of St. Charles, at least fifteen (15) days prior to the hearing and pursuant to Notice by mail addressed to the person in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land to be added to Special Service Area No. 1B. Said Notice was given by depositing said Notice in the United States mail not less than then (10) days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, said Notice was sent to the person last listed on the tax rolls prior to that year as the owner of said property. A Map of the Area, Certificate of Publication of said Notice and an Affidavit of Mailing of said Notices are attached to this Ordinance as

Exhibits 1, 2 and 3 respectively. Said Notices conform in all respects to the requirements of Section 27-25 of the Act.

C. That a public hearing on the question set forth in the Notice was held on April 1, 2013. All interested persons were given an opportunity to be heard on the question of amending the Special Service Area No. 1B. Full opportunity was given for all persons to voice their opinions. The public hearing was adjourned at 6:59 P.M. on April 1, 2013. That after considering the data and other matters presented at the public hearing, the City Council finds that it is in the public interest that the Special Service Area 1B which has been previously created be enlarged to contain the area hereinafter described.

D. That said area as enlarged is compact and contiguous and constitutes a commercial area in the City of St. Charles.

E. That the area proposed to be added to the special service area represents less than 5% of the assessed valuation of Special Service Area No. 1B as determined by the Clerk of the County of Kane (Special Service Area No. 1B having an assessed value for the year 2012 of \$39,056,186.00 and the area to be added having an assessed value for the year 2012 of \$0.00).

F. That Special Service Area No. 1B as enlarged, including the property being added, is generally zoned for business and all of said area including the property being added will benefit specially from the municipal services to be provided, and that the proposed municipal services are unique and in addition to municipal services provided to the City of St. Charles as a whole, and it is, therefore, in the best interest of the City of St. Charles that the levy of special taxes against said area including the property being added for the services to be provided be considered.

Section 3: Enlargement of Special Service Area No. 1B

The Special Service Area known and designated as the "City of St. Charles Special Service Area No. 1B" is hereby amended to include the following legally described territory:

Legal Description:

That part of the Southeast and Southwest Quarter of Section 27, Township 40 North, Range 8 East of the Third Principal Meridian described as follows:
Beginning at the intersection of the centerlines of Cedar Avenue and North Third Avenue; thence northerly a distance of 155.0 feet along the centerline of North Third Avenue; thence easterly a distance of 130.0 feet along a line parallel to the centerline of Cedar Avenue to the east line of Lot 3 in Block 22 of the Original Town of St. Charles; thence southerly a distance of 25 feet along the east line of said Lot 3 to the northeast corner of Lot 6 in said Block 22; thence continuing southerly a distance of 130 feet along the east line and east line extended of said Lot 6 to the centerline of Cedar Avenue; thence westerly a distance of 130 feet along the centerline of Cedar Avenue to the point of beginning, in the City of St. Charles, Kane County, Illinois.

Common Address: 304 Cedar Avenue, St. Charles, Illinois.
Permanent tax index number: 09-27-454-002

Section 4: Effective Date.

This Ordinance shall be in full force and effect from and after its adoption and approval and publication as provided by law.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 3rd day of June 2013.

PASSED by the City Council of the City of St. Charles, Illinois, this 3rd day of June 2013.

APPROVED by the Mayor of the City of St. Charles, Illinois, this 3rd day of June 2013.

Raymond Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

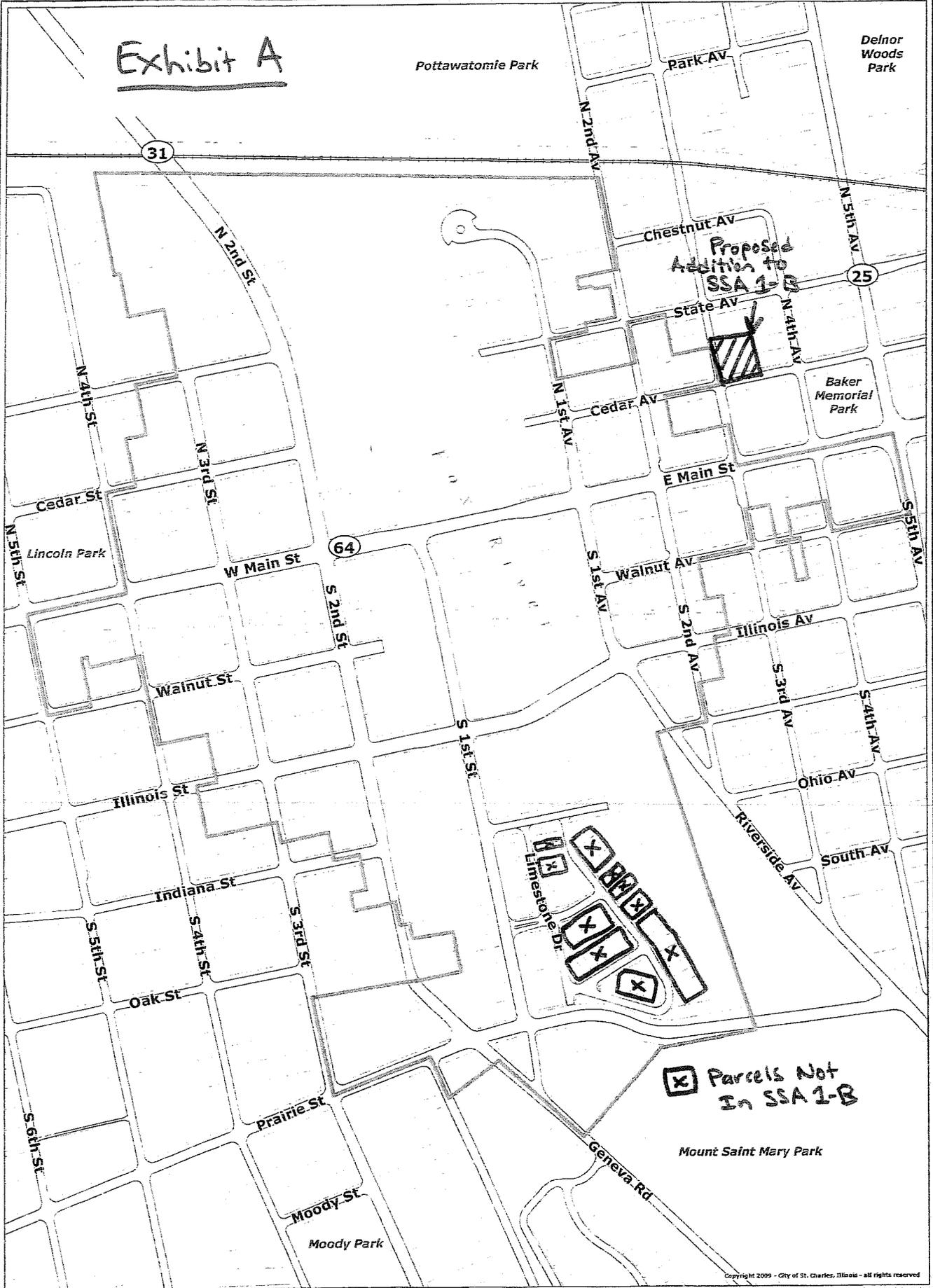
Absent:

Abstain:

EXHIBIT A

MAP

Exhibit A



X Parcels Not In SSA 1-B

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	SSA 1B Boundary City of St. Charles Parcel	Parks Railroads Water Bodies Creeks
		1 75 150 300 Feet

EXHIBIT B

CERTIFICATE OF PUBLICATION

Continued from previous page

NORTHERLY 121.9 FEET THEREOF), LOT 7, LOT 8, L1 PHASE 1 FIRST STREET REDEVELOPMENT SUBDIVISION, HALF OF THE SOUTHWEST QUARTER OF SECTION 27 A NORTHWEST QUARTER OF SECTION THIRTY-FOUR, RANGE EIGHT EAST OF THE THIRD PRINCIPAL MERIDIAN ILLINOIS.

The approximate street location is the Area bounded by Indiana Street and Avenue on the South; Fourth Street on the East; and Railway Company track on the north; and Fourth Avenue on the South.

**Exhibit B
Parcel Identification Numbers (PIN)**

927383002	927377012	927389007	9341
927383015	927377016	927389008	9341
927383001	927377017	927389009	9341
927383010	927377018	927389010	9341
927383011	927377019	927389011	9341
927383012	927377020	927390003	9342
927383013	927377021	927390005	9341
927383014	927377022	927390006	9341
927383015	927377023	927390007	9341
927383016	927377024	927390008	9341
927383017	927377025	927391001	9341
927383018	927377026	927391002	9341
927383019	927377027	927391003	9341
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927383023	927377031	927392005	9274
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927383029	927377037	927392011	9273
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927383031	927377039	927392013	9273
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927383168	927377176	927392150	9273
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927383217	927377225	927392199	9273
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927383219	927377227	927392201	9273
927383220	927377228	927392202	9273
927383221			

EXHIBIT C
AFFIDAVIT OF MAILING

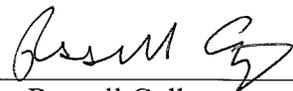
STATE OF ILLINOIS)
) S.S.
KANE COUNTY)

AFFIDAVIT OF MAILING

The undersigned, being first duly sworn on oath, deposes and says that the notice attached hereto as Exhibit A was sent by first-class mail, postage prepaid, to the addresses set forth in Exhibit B attached hereto, not less than ten (10) days prior to the public hearing date set forth in Exhibit A.

Further, Affiant sayeth not.

CITY OF ST. CHARLES, ILLINOIS

By: 
Russell Colby

Subscribed and sworn to before
me this 30th day of May, 2013.


Notary Public



EXHIBIT A

CITY OF ST. CHARLES
PUBLIC HEARING NOTICE
ENLARGEMENT OF SPECIAL SERVICE AREA NO. 1B

NOTICE IS HEREBY GIVEN that on the 1st day of April, 2013, at 6:55 P.M., in the City Council Chambers of City Hall, 2 East Main Street, St. Charles, Illinois, a public hearing will be held by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, to consider enlarging Special Service Area No. 1B by adding the following described territory:

Legal Description:

That part of the Southeast and Southwest Quarter of Section 27, Township 40 North, Range 8 East of the Third Principal Meridian described as follows: Beginning at the intersection of the centerlines of Cedar Avenue and North Third Avenue; thence northerly a distance of 155.0 feet along the centerline of North Third Avenue; thence easterly a distance of 130.0 feet along a line parallel to the centerline of Cedar Avenue to the east line of Lot 3 in Block 22 of the Original Town of St. Charles; thence southerly a distance of 25 feet along the east line of said Lot 3 to the northeast corner of Lot 6 in said Block 22; thence continuing southerly a distance of 130 feet along the east line and east line extended of said Lot 6 to the centerline of Cedar Avenue; thence westerly a distance of 130 feet along the centerline of Cedar Avenue to the point of beginning, in the City of St. Charles, Kane County, Illinois.

The common address of the territory to be added being: 304 Cedar Avenue, St. Charles, Illinois.

The current boundaries of Special Service Area No. 1B are legally described on Exhibit "A" attached hereto and incorporated herein, and are generally described as follows:

The Chicago Great Western Railway Company tracks on the North, Fifth Avenue on the East; Prairie Street on the South; and Fifth Streets on the West.

The permanent tax index number of each parcel located within Special Service Area No. 1B is set forth in Exhibit "B" attached hereto and incorporated herein. The permanent tax index number for the parcel proposed to be added is: 09-27-454-002.

A map of the proposed territory to be added as well as the original Special Service Area No. 1B is appended hereto as Exhibit "C" and is on file in the Office of the City Clerk and available.

The purpose of the City of St. Charles Special Service Area No. 1B, as enlarged, is to provide the area with special municipal services in the nature of developing and managing a "Business Retention and Recruitment Plan"; developing and coordinating downtown promotional activities; developing and coordinating a façade enhancement and similar business and development incentive programs; implementing educational workshops beneficial to downtown merchants, property owners and the general public; developing plans for capital improvement projects and submitting them for funding consideration on an annual basis to the City Council; purchasing, constructing, maintaining and enhancing public improvements; and maintaining and staffing a full service office concerned solely with downtown revitalization.

At the hearing, all interested persons, including all persons owning taxable real property located within the area, will be given an opportunity to be heard regarding the enlargement of the area and the amount of the tax levy and an opportunity to file objections thereto. The hearing may be adjourned by the City Council without further notice to another date and without further notice other than a motion to be entered upon the minutes of its meeting, fixing the time and place of its adjournment.

The proposed amount of the tax levy for special services for Special Service Area No. 1B for 2013 is approximately \$300,000. The maximum rate of taxes to be extended within the area in any year is 0.9% (or \$.90 per \$100.00) of the assessed value, as equalized, of the taxable real property in the area. Said tax shall be in addition to all other taxes provided by law.

If a petition signed by at least 51% of the electors residing within the territory proposed to be added to Special Service Area No. 1B and by at least 51% of the owners of record of the land included within the boundaries of the territory proposed to be added to Special Service Area No. 1B is filed with the City Clerk within sixty (60) days following the final adjournment of the public hearing objecting to the enlargement of the Special Service Area No. 1B, or the levy or imposition of a tax for the provision of special services to the area, no such area may be so enlarged or tax levied or imposed.

DATED this 14th day of March 2013.

/s/ Nancy Garrison
City Clerk for the City of St. Charles,
Kane and DuPage Counties, Illinois

Exhibit A

Legal Description of Original SSA 1B:

All that part of the City of St. Charles, lying within those portions of Sections 27 and 34, Township 40 North, Range 8 East of the Third Principal Meridian bounded and described as follows: Beginning at the point of intersection of the westerly line extended northerly of Third Street North and the northerly line of State Street; thence southerly along said westerly line extended to the center line of said State Street; thence westerly along said center line to the westerly line extended of Lot 3 in Block 47 and the Original Town of St. Charles; thence southerly along the westerly line extended and said westerly line of Lot 3 in said Block 47 to the southwest corner of said Lot 3; thence westerly along the northerly line and northerly line extended of Lots 6 and 5 in said Block 47 to the center line of Fourth Street North; thence southerly along the center line of said Fourth Street North to the center line of Main Street; thence westerly along the center line of said Main Street to the center line of Fifth Street South; Thence southerly along the center line of said Fifth Street South to the center line of Walnut Street; thence easterly along the center line of said Walnut Street to the Center line of Fourth Street South; thence southerly along the center line of said Fourth Street South to the southerly line extended westerly of Lot 1 in Block 50 of said Original Town of St. Charles; thence easterly along said southerly line extended and the southerly line of Lots 1 and 2 in said Block 50 to the southeast corner of said Lot 2; thence southerly along the westerly line and westerly line extended of Lot 7 in said Block 50 to the center line of said Illinois Street; thence westerly along the center line of said Illinois Street to the westerly line extended of Lot 2 in Block 51 of said Original town of St. Charles; thence southerly along the westerly line extended and the westerly line of Lot 2 in said Block 51 to the southwest corner thereof; thence easterly along the southerly line of Lot 2 in said Block 51 to the northwest corner of Lot 7 in said Block 51; thence southerly along the westerly line and westerly line extended of Lot 7 in said Block 51 to the center line of Indiana Street; thence easterly along the center line of said Indiana Street to a line drawn parallel with and 132.0 feet easterly of the easterly line of Third Street South (measured along the center line of said Indiana Street); thence southerly along said parallel line to a point that is 394.30 feet southerly of the southerly line of said Indiana Street (measured along the easterly line of said Third Street South); thence westerly parallel with the center line of said Indiana Street to the center line of Third Street South to the center line of Prairie Street; thence easterly along the center line of said Prairie Street to the center line of Geneva Road (Illinois State Route No. 31); thence southeasterly along the center line of said Geneva Road to the southeasterly line extended southwestwardly of Lot 5 in the Piano Factory of St. Charles, St. Charles, Kane County, Illinois; thence northeasterly along said southeasterly line extended and said southeasterly line to the easterly corner of Lot 5 in said the Piano Factory of St. Charles, being also on the southerly line of said Prairie Street; thence easterly along the southerly line of said Prairie Street to the westerly bank of the Fox River; thence northerly to the point of intersection of the center line extended of Indiana Avenue and the easterly bank of said Fox River; thence easterly along the center line extended and the center line of said Indian Avenue to the center line of Second Ave

South; thence northerly along the center line of said Second Avenue South to the southerly line extended of Lot 4 in Block 16 of said Original Town of ST. Charles; thence easterly along the southerly line extended and the southerly line of Lot 4, in said Block 16 to the southeast corner thereof; thence northerly along the easterly line and easterly line extended of Lot 4 in said Block 16 to the center line of Illinois Avenue; thence easterly along the center line of said Illinois Avenue to the easterly line extended southerly of Lot 6 in Block 11 of said Original Town of St. Charles; thence northerly along the easterly line extended and the easterly line extended and the easterly line of Lot 6 in said Block 11 to the southwesterly corner of Lot 2 in said Block 11; thence easterly along the southerly line and southerly line extended of Lots 2 and 1 in said Block 11 to the center line of Third Avenue South; thence northerly along the center line of said Third Avenue South to the center line of Walnut Avenue; thence easterly along the center line of said Walnut Avenue to the center line of Fifth Avenue South; thence northerly along the center line of East Main Street; thence westerly along the center line of said East Main Street to the center line of said Third Avenue North; thence northerly along the center line of said Third Avenue North to the center line of Chestnut Avenue; thence westerly along the center line of said Chestnut Avenue to the center line of Second Avenue North; thence northerly along the center line of said Second Avenue North to the southerly right of way line of the Chicago and Northwestern Transportation Company; thence westerly along said southerly right of way line to a line drawn parallel with and 132.0 feet easterly of the easterly line of said Fourth Street North (measured along the north line of said State Street); thence southerly parallel with the easterly line of said Fourth Street North to a point that is 400.0 feet northerly of the southerly line of said State Street (measured along the easterly line of said Fourth Street North); thence easterly parallel with the northerly line of said State Street 18.0 feet; thence southerly parallel with the easterly line of said Fourth Street North to a point that is 198.0 feet northerly of the northerly line of said State Street; thence easterly parallel with the northerly line of said State Street to the westerly line extended to the point of beginning, all in the City of St. Charles, Kane County, Illinois

Properties Added:

603 Geneva Road:

Of that part of the East half of the Northwest Quarter of Section 34, Township 40 North, Range 8, East of the Third Principal Meridian, described as follows: Beginning at the intersection of the southerly line of Prairie Street with the westerly line of Geneva Road; thence southerly along said westerly line 75.0 feet; thence westerly 138.61 feet to a point in the easterly line of Second Street that is 103.70 feet southerly (measured along said Easterly line) from the southerly line of Prairie Street; thence northerly along said easterly line 103.70 feet to the southerly line of Prairie Street; thence easterly along said southerly line 104.41 feet to the place of beginning, being situated in the City of St. Charles, Kane County, Illinois.

116 E. State Avenue:

Lots 7 and 8 and that part of Lots 1 and 2 in Block 26 of the Original Town of St. Charles, on the east side of the Fox River, described as follows: Beginning at the south east corner of said Lot 1; thence northerly along the easterly line of said Lot 1, 3.5 feet; thence westerly parallel with the southerly line of Lot 1, 48 feet; thence northwesterly to a point 9 feet westerly of the easterly line of said Lot 2, measured along a line drawn parallel with and 13.5 feet northerly of the southerly line of said Lot 2; thence westerly parallel with the southerly line of said Lot 2, 41 feet to the westerly line of said Lot 2; thence southerly along said westerly line 13.5 feet to the south west corner of said Lot 2; thence easterly along the southerly line of said Lot 2 and commonly known as 116 E. State Avenue, St. Charles, Illinois.

108 E. State Avenue:

That part of the Southwest Quarter of Section 27, Township 40 North, Range 8 East of the Third Principal Meridian described as follows: Beginning at the intersection of the centerlines of State Avenue and Second Avenue; thence southerly along the said centerline of said Second Avenue to the south line extended easterly of Lot 1 in Block 20 of the Original Town of St. Charles; thence westerly along the said south line extended to the southeast corner of said Lot 1; thence northerly along the east line of said Lot 1 to the northeast corner thereof; thence westerly along the north line of said Lot 1 to the northwest corner thereof; thence northerly along the west line extended northerly of said Lot 1 to the centerline of said State Avenue; thence westerly along the said centerline of State Avenue to the west line extended southerly of Lot 6 in Block 26 of the said Original Town of St. Charles; thence northerly along the said west line extended and the west line of said Lot 6 to the northwest corner thereof; thence easterly along the north line of said Lot 6 to the northeast corner thereof; thence southerly along the east line of said Lot 6 to the southeast corner thereof; thence easterly along the south line of Lots 7 and 8 in said Block 26 to the southeast corner of said Lot 8; thence northerly along the east line of said Lot 8 a distance of 103.5 feet; thence easterly along a line parallel to the north line of said Lot 8 to the centerline of said Second Avenue; thence south along the said centerline of Second Avenue to the point of beginning, in the City of St. Charles, Kane County, Illinois.

311 E. Walnut Avenue:

That part of the Southeast Quarter of Section 27, Township 40 North, Range 8 East of the Third Principal Meridian described as follows: Beginning at the southeast corner of Lot 3 in Block 12 of the Original Town of St. Charles; thence westerly along the south line of said Lot 3 to the intersection of the west line of the easterly 12.5 feet of said Lot 3; thence northerly along the west line and the west line extended of the said easterly 12.5 feet of Lot 3 to the centerline of Walnut Avenue; thence easterly along the said centerline of Walnut Avenue to the east line extended of the westerly half of Lot 2 in said Block 12; thence southerly along the extended east line and the east line of the said westerly half of

Lot 2 to the south line of said Lot 2; thence westerly along the south line of said Lot 2 to the point of beginning, in the City of St. Charles, Kane County, Illinois.

104 South Second Avenue:

That part of Section 27, Township 40 North, Range 8, East of the Third Principal Meridian, described as follows: Beginning at the southeast corner of Lot 4 in Block 11 of the Original Town of St. Charles; thence westerly along the south line and south line extended westerly of said Lot 4 to the centerline of Second Avenue; thence northerly along the centerline of said Second Avenue to the centerline of Walnut Avenue; thence easterly along the centerline of said Walnut Avenue to the east line and east line extended northerly of said Lot 4; thence south along said east line and east line extended to the Point of Beginning, in the City of St. Charles, Kane County, Illinois.

First Street PUD:

THE SOUTHERLY 50 FEET OF LOT 9 OF THE PHASE 1 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 THIRTY-FOUR, TOWNSHIP FORTY NORTH, RANGE EIGHT EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN KANE COUNTY, ILLINOIS.

The approximate street location is the Area bounded by:

The Chicago Great Western Railway Company tracks on the North, Fifth Avenue on the East; Prairie Street on the South; and Fifth Street on the West.

Exhibit B

Parcel Identification Numbers (PIN) in SSA 1B

927335001	927361011	927364003	927377021	927383007
927335010	927361015	927364004	927377022	927383016
927335011	927361016	927364006	927377023	927384007
927353008	927361017	927364007	927377024	927384008
927353009	927361018	927364008	927377028	927384009
927353010	927361021	927364009	927377029	927384010
927353011	927361022	927364010	927378006	927384011
927353012	927361023	927364011	927378007	927385002
927353013	927361024	927364012	927378007	927385003
927353018	927361026	927364013	927378008	927385005
927353019	927361027	927364014	927378009	927385008
927353020	927361028	927364016	927378010	927385009
927353021	927362002	927364017	927378011	927385010
927353027	927362003	927376002	927378012	927385011
927353031	927362004	927376004	927379006	927386001
927353032	927362006	927376005	927379007	927386002
927354005	927362007	927377002	927379008	927386003
927354006	927362008	927377004	927379009	927386004
927357003	927362010	927377006	927379010	927386005
927357005	927362121	927377007	927380002	927386008
927357006	927362122	927377012	927380005	927386009
927358001	927363001	927377016	927380006	927386010
927358002	927363002	927377017	927380008	927386011
927358003	927363003	927377018	927382003	927386013
927361006	927364001	927377019	927382004	927386014
927361007	927364002	927377020	927383006	927386015

927387001	927391004	934109004	934129002	934177001
927387005	927391005	934109005	934129003	934177002
927387006	927391006	934109006	934130004	934177007
927387007	927392005	934109007	934130005	934177010
927388001	927392006	934109008	934130006	934177012
927388002	927464003	934113002	934131009	934177014
927388003	927465004	934113003	934131010	934182012
927388004	934103006	934113004	934131015	934201001
927388005	934104003	934114001	934131017	934126027
927389003	934104004	934114002	934131019	934126028
927389005	934104008	934114003	934132007	934126033
927389006	934104009	934114006	934132009	934126034
927389007	934104010	934114010	934132010	934126035
927389008	934104011	934114011	934132011	934126032
927389009	934104012	934126011	934132016	934126036
927389010	934104013	934127002	934132017	934126029
927389011	934108006	934127003	934132018	934126030
927390003	934108010	934127004	934132019	934126031
927390004	934108011	934127005	934132020	927464008
927390005	934108012	934127006	934132021	927464009
927390006	934108014	934128001	934132023	927362036
927390007	934108015	934128002	934132026	927362041
927390008	934108016	934128004	934133037	927362042
927391001	934108018	934128011	934133044	927362043
927391002	934108019	934128012	934133045	927362044
927391003	934109003	934129001	934176001	927362050

927362115	927362059	927362057	927362034	934132027
927362116	927362060	927362063	927362035	934132028
927362079	927362061	927362064	927362118	934132029
927362080	927362066	927362065	927362119	934132030
927362082	927362017	927362048	927362015	934133031
927362083	927362020	927362023	927362018	934133016
927362097	927362106	927362030	927362024	934137003
927362107	927362112	927362032	927362021	934137004
927362013	927362113	927362037	927362103	934137005
927362016	927362038	927362049	927362108	934137006
927362029	927362114	927362014	927362109	934137007
927362039	927362031	927362019	927362110	934137008
927362056	927362090	927362040	927362111	934137009
927362062	927362096	927362045	927362117	934137010
927362088	927362098	927362046	927362085	934137011
927362091	927362099	927362047	927362086	934137012
927362092	927362104	927362051	927362094	934137013
927362093	927362105	927362052	927362100	934137014
927362095	927362071	927362053	927362101	934137015
927362120	927362073	927362058	927362102	934137016
927362025	927362074	927362011	927362067	934137017
927362028	927362081	927362012	927362069	934137018
927362068	927362087	927362022	927362070	934137019
927362072	927362089	927362026	927362075	934137020
927362076	927362054	927362027	927362078	934137021
927362077	927362055	927362033	927362084	934137022

934137023

934137024

934137025

934137026

934137027

934137028

934177015

934134002

934134003

934134004

934136003

934136002

934136001

934138004

934138001

934138010

934138006

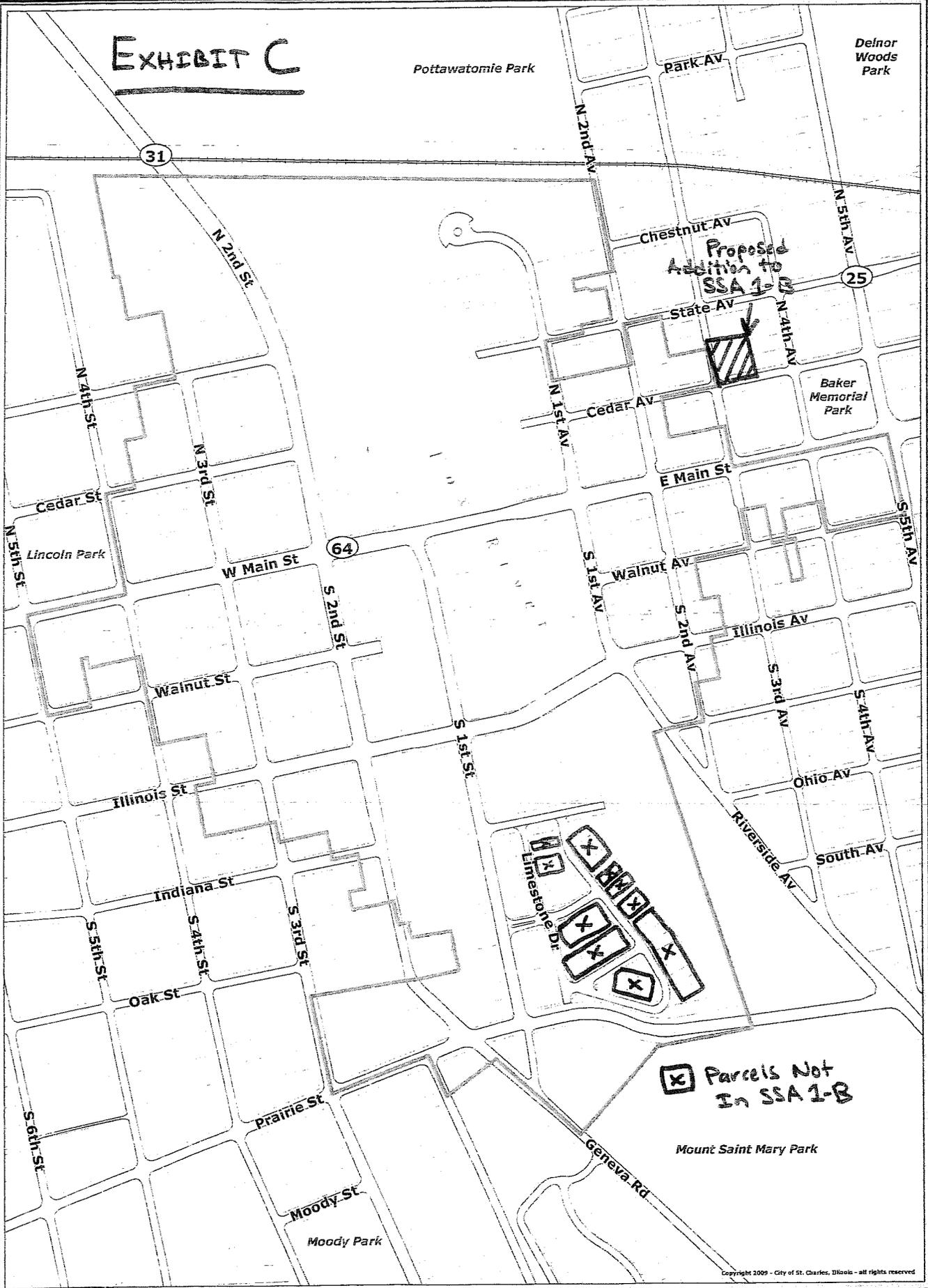
934138016

934138014

934138017

934138018

EXHIBIT C



X Parcels Not in SSA 1-B

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	SSA 1B Boundary	Parks
	City of St. Charles	Railroads
	Parcel	Water Bodies
		Creeks

EXHIBIT B

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



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Presentation of a Recommendation from Mayor Raymond P. Rogina to approve a Resolution Authorizing and Directing the Mayor and City Clerk to Execute a Certain Extension to the Employment Agreement with Mr. Brian Townsend
Presenter:	Mayor Raymond P. Rogina

Please check appropriate box:

	Government Operations		Government Services
	Planning & Development	X	City Council (6/3/13)
	Public Hearing		

Estimated Cost:	N/A	Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

Executive Summary:

The term of the Employment Agreement by and between the City of St. Charles and Brian Townsend was originally June 1, 2009 through May 6, 2013.

Pursuant to Section II of the Employment Agreement, the agreement may be extended and on May 6, 2013 the parties agreed to extend the Employment Agreement for thirty (30) days.

The City of St. Charles and Brian A. Townsend now deem it to be in their respective best interests to extend the Employment Agreement for an additional (30) days. In addition, Mayor Rogina recommends that the 30-day extension be approved.

An agreement to execute the 30-day extension has been drafted.

Attachments: *(please list)*

Resolution
Extension

Recommendation / Suggested Action *(briefly explain):*

Recommendation from Mayor Raymond P. Rogina to approve a Resolution Authorizing and Directing the Mayor and City Clerk to Execute a Certain Extension to the Employment Agreement with Mr. Brian Townsend.

<i>For office use only:</i>	<i>Agenda Item Number:</i> ID
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City of St. Charles, Illinois
Resolution No. 2013-_____

**A Resolution 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
Mr. Brian Townsend, City Administrator**

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

BE IT RESOLVED by the CITY COUNCIL OF THE CITY OF ST. CHARLES, KANE
AND DU PAGE COUNTIES, ILLINOIS as follows:

Section 1: That the Mayor is hereby authorized and directed to execute on behalf of the City of St. Charles that certain Extension of Employment Agreement, in substantially the form attached hereto and incorporated herein as Exhibit "A", by and on behalf of the CITY OF ST. CHARLES.

Section 2: That, on behalf of the City of St. Charles, the City Clerk is hereby authorized and directed to attest the Mayor's execution of said Extension of Employment Agreement.

Section 3: That this Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

PRESENTED to the City Council of the City of St. Charles, Illinois this 3rd day of June, 2013.

PRESENTED by the City Council of the City of St. Charles, Illinois this 3rd day of June, 2013.

APPROVED by the Mayor of the City of St. Charles, Illinois this 3rd day of June, 2013.

Mayor Raymond P. Rogina

Attest:

City Clerk

Council Vote:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

EXHIBIT A

EXTENSION OF EMPLOYMENT AGREEMENT

WHEREAS, **The City of St. Charles**, State of Illinois, a municipal corporation (“Employer”) and **Brian A. Townsend**, (“Employee”) entered into a certain Employment Agreement on June 1, 2009 (“Employment Agreement”); and,

WHEREAS, the term of the Employment Agreement was from June 1, 2009 through May 6, 2013; and,

WHEREAS, on May 6, 2013, **The City of St. Charles** and **Brian A. Townsend** agreed to extend the Employment Agreement for thirty (30) days; and,

WHEREAS, **The City of St. Charles** and **Brian A. Townsend** deem it to be in their respective best interests to extend the Employment Agreement for an additional (30) days.

NOW THEREFORE, in consideration of the foregoing, **The City of St. Charles**, and **Brian A. Townsend** agree that the Employment Agreement shall be extended through and including July 6, 2013 and that all provisions of the Employment Agreement remain in full force and effect until that date.

IN WITNESS WHEREOF, **The City of St. Charles** has caused this Extension of Employment Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Extension of Employment Agreement, both in duplicate, as of the dates set forth below.

Raymond Rogina,
Mayor
Date: _____

Brian A. Townsend
Date: _____

Attest:

Nancy Garrison
City Clerk
Date: _____

15A

**MINUTES
CITY OF ST. CHARLES, IL
GOVERNMENT OPERATIONS COMMITTEE
MONDAY, MAY 20, 2013**

1. Opening of Meeting

The meeting was convened by Chair. Martin at 8:00 p.m.

2. Roll Call

Members Present: Chair. Martin, Ald. Stellato, Monken, Carrignan, Payleitner, Turner, Rogina, Krieger, Bessner, and Lewis

Members Absent:

Others Present: Brian Townsend, Chris Aiston, Peggy Forster, Chris Minick, Mark Koenen, Chief Lamkin, Kathy Livernois, Rita Tungare, and Fire Chief Schelstreet

3. Omnibus Vote - None

4. Mayor's Office

a. Recommendation to approve a Class E1 liquor license for Sculpture in the Park.

Mayor Rogina: The Park District plans to hold their second annual event of "Sculptures in the Park". They will have a wine station at the pavilion with the sidewalk around the pavilion roped off and attendees 21 and over given wrist bands. This event is opened to the public and a Class E1 Special Event liquor license is required. BASSET certified liquor supervisors will be on hand. Attached in your packet is a memo from Officer Tynan reviewing his investigation of the matter and all other pertinent documents have been approved. This is a recommendation to approve this license.

Ald. Martin: What is the date?

Mayor Rogina: The date is June 14, 2013.

Ald. Martin: Is this a special event that requires a 90-day prior notice?

Mayor Rogina: No.

Motion by Ald. Stellato, second by Silkaitis to recommend approval of a Class E1 liquor license for Sculpture in the Park.

Roll Call: Ayes: Stellato, Silkaitis, Payleitner, Lemke, Bessner, Lewis: Nays: Martin, Krieger. Chrmn. Turner did not vote as Chairman. **Motion carried.**

5. Human Resources Department

a. Recommendation to approve Terms of Business Agreement from Moran Consulting Inc. in an amount not to exceed \$26,900.

Kathy Livernois: As you know, excellent customer service is essential in City Government and we want to make sure all of our employees are trained at a level of services that our citizens expect. We had customer services training approximately eight years ago. With our Volunteer Separation Incentives that we have offered and some of our retired transitions, etc.; we have a lot of new hires and would like to train them in the area of customer service. We did an RFP and determined that Moran Consulting, Inc. is the one we would like to use. Moran provided us our customer service eight years ago, Service Essentials, they are geared towards government and can gear our case studies towards government as well.

Ald. Stellato: I am all for this, I think this is great. You made a note saying they were not the least expensive? What did you like about them?

Kathy: Number 1 they have done this for us before and we are familiar with how they teach and what they do. Number 2 we are able to customize an off-the-shelf training and we are able to use our own case studies to gear it towards what our citizens expect. It's really more about the quality of the curriculum as well as how they teach it.

Motion by Ald. Stellato, second by Bessner recommending approval of Terms of Business Agreement from Moran Consulting, Inc. in an amount not to exceed 26,900.

Voice Vote: Unanimous; Nays: None; Chrmn. Turner did not vote as Chairman. **Motion Carried.**

b. Recommendation to approve a Resolution Authorizing the Director of Human Resources to Execute a Letter of Agreement between the City of St. Charles and Laurus Strategies.

Kathy Livernois: Laurus Strategies is our health insurance consultant that we have been using for the last few years. We are recommending that we do a one year extension with them. We are doing an RFP this year for our health insurance consultant and will be going out to various health insurance consultants for May 1, 2014. This will get us through April 30 of next year.

Ald. Turner: This is an extension of their contract for their third year of the contract?

Kathy: Yes.

Motion by Ald. Bessnesr, second by Silkaitis to recommend approval of a Resolution Authorizing the Director or Human Resources to Execute a Letter of Agreement between the City of St. Charles and Laurus Strategies.

Voice Vote: Unanimous; Nays: None; Chrmn. Turner did not vote as Chairman. **Motion Carried.**

- c. **Recommendation of a proposal from CCMSI in the amount of \$19,615 for third party administration services for workers' compensation services for fiscal year 2013/2014.**

Kathy Livernios: CCMSI is our worker's comp administrator and they have done an excellent job. We've been able to work with them to decrease the cost of worker's comp. As with our health insurance we are self-insured with our worker's comp and were always looking for ways to keep our cost as low as possible. We will again be going out for an RFP for next year, but in the mean time we would like to extend their contract.

Motion by Ald. Stellato, second by Silkaitis to recommend a proposal from CCMSI in the amount of \$19,615 for third party administration services for workers' compensation services for FY13/14.

Voice Vote: Unanimous; Nays: None; Chrmn. Turner did not vote as Chairman. **Motion Carried.**

6. Inventory Control Division

- a. **Recommendation to award 2013/14 Hauling/Excavation bid to S. Schroeder Trucking, Inc., Villa Park, at unit costs provided on the Bid Results.**

Mike Shortall: Formal bids were conducted for FY13/14 excavation and hauling contracts. The low bid was won by S. Schroeder Trucking Inc. and we recommend approval of this contract.

Motion by Ald. Stellato, second by Bessner recommending award to 2013/14 Hauling/Excavation bid to S. Schroeder Trucking, Inc., Villa Park, at unit costs provided on the Bid Results.

Voice Vote: Unanimous; Nays: None; Chrmn. Turner did not vote as Chairman. **Motion Carried.**

- b. **Recommendation to award the bid for 2013/14 Spoils Dumping (Tipping Fees) to C H Hager Excavating, Inc. (West Chicago).**

Mike Shortall: This is for Spoils and Tipping contract and bids were conducted for FY13/14. The low bid was won by C H Hager Excavating Inc. and recommend approval of this contract.

Motion by Ald. Stellato, second by Lemke recommending awarding the bid for 2013/14 Spoils Dumping (Tipping Fees) to C H Hager Excavating, Inc. (West Chicago).

Voice Vote: Unanimous; Nays: None; Chrmn. Turner did not vote as Chairman. **Motion Carried.**

- c. **Recommendation to waive the bid process and accept the quotations for office supplies to Staples Advantage and US Communities (on-line) for routine office supplies, and Illinois Paper & Copier Company (Bolingbrook) for multiuse paper.**

Mike Shortall: This item is for general office supplies and paper and seven quotes were received. As a result of these quotes we ask for approval for the use of Staples and US Communities as low quote for general office supplies and ask for approval for the City to use Illinois Paper for multi-use paper for FY13/14 budget year.

Motion by Ald Stellato, second by Krieger recommending to waive the bid process and accept the quotations for office supplies to Staples Advantage and US Communities (on-line) for routine office supplies, and Illinois Paper & Copier Company (Bolingbrook) for multiuse paper.

Voice Vote: Unanimous; Nays: None; Chrmn. Turner did not vote as Chairman. **Motion Carried.**

- d. **Recommendation to award 2013/14 low bid to S. Schroeder Trucking, Inc. (six [6] pits), for six (6) types of stone and gravel, and Koz Trucking, Inc. for four (4) types of stone and gravel and hauling.**

Mike Shortall: Formal bids were conducted for stone and gravel for FY13/14 contracts. We would like to award this contract in two parts. To receive the lowest price in stone and gravel we ask for approval to award S. Schroeder Trucking for six types of stone and Koz Trucking for four types of stone.

Motion by Ald. Stellato, second by Bessner recommending to award 2013/14 low bid to S. Schroeder Trucking, Inc. (six [6] pits), for six (6) types of stone and gravel, and Koz Trucking, Inc. for four (4) types of stone and gravel and hauling.

Voice Vote: Unanimous; Nays: None; Chrmn. Turner did not vote as Chairman. **Motion Carried.**

- e. **Recommendation to approve an Ordinance Authorizing the Sale of Items of Personal Property Owned by the City of St. Charles to two licensed firearms dealers.**

Mike Shortall: This item is for firearms disposal. On behalf of the St. Charles Police Department I am seeking approval to authorize the sale of obsolete numerous firearms. These weapons will be sold to two known reputable license dealers. Credits will be issued for the Police Department for future purchases. Both companies are current vendors and the price being offered is a fair market value. We are also seeking approval to destroy one Intra Tech-9 weapon. Any questions?

Motion by Ald. Stellato, second by Bessner recommending approval of an Ordinance Authorizing the Sale of Items of Personal Property Owned by the City of St. Charles to two licensed firearms dealers.

Voice Vote: Unanimous; Nays: None; Chrmn. Turner did not vote as Chairman. **Motion Carried.**

7. Finance Department

a. Monthly Update regarding City's Financial Results for March 2013 – Information Only.

Chris Minick: Enclosed in your packet is the Financial Report for March 2013, the 11th month of the City's fiscal year. The results are not significantly different than we've been discussing for the past several months.

Our General Fund has a surplus forecast in an approximate amount of \$600K. The Electric Fund is in a break even position, and the Water and Sewer Funds are still forecast to be in a deficit position; but that deficit is not anticipated to be as deep as we had initially projected.

With regards to the General Fund, revenues are anticipated to be \$39.9M and we are expecting expenditures to be \$39.3M for the fiscal year. In a little bit of concerning trend our revenues seem to be moderating after starting the fiscal year in a very strong position and trending to be a bit more even with the prior fiscal year rather than increasing in the amounts we had seen for FY11/12. That is something we will keep an eye as we head into the new fiscal year to make sure we don't see any more disturbing trends that need attention. We are also expecting on the expenditure side rather than anticipated budget expenditures across the board and we are expecting those expenditure levels to end the year at 7% below the budget for the General Fund for the fiscal year.

Ald. Lemke: On the revenue, is that across the board for several revenue sources or is there any one that is more troublesome? I guess real estate tax is pretty much as we planned?

Chris: Correct, sales tax seems to be noticing right now. Maybe a little bit to the hotel tax side but not to the extent that we see it on the sales tax side.

Ald. Lemke: So maybe the services, if there is some softening, like electric, water, that type of thing; that is trending consistent with last year?

Chris: In our utility funds we are actually trending positively prior to fiscal year and trending right in line with our expectations.

8. Executive Session

- Personnel
- Pending Litigation

- Probable or Imminent Litigation
- Property Acquisition
- Collective Bargaining
- Review of Minutes of Executive Sessions

Motion by Ald. Stellato, second by Lemke to enter into Executive Session to discuss Collective Bargaining at 8:22 p.m.

Roll Call: Ayes: Stellato, Silkaitis, Payleitner, Lemke, Martin, Krieger, Bessner, Lewis; Nays: None. Chrmn. Turner did not vote as Chairman. **Motion carried.**

Motion by Ald. Stellato, second by Silkaitis to return from Executive Session at 8:35 p.m.

Roll Call: Ayes: Stellato, Silkaitis, Payleitner, Lemke, Martin, Krieger, Bessner, Lewis; Nays: None. Chrmn. Turner did not vote as Chairman. **Motion carried.**

9. Additional Items

Ald. Lewis: Last night when I was coming home and going by the new Forever Yogurt place, it was jammed with people but the trash can was absolutely overflowing onto the street. It's probably not going to get empty over the weekend by city crews?

Mark Koenen: We have talked to the owner about that. We are getting another container and also the restitution workers work on Saturdays. The refuse company does empty the container three times a week and we've asked the owner to have their work staff keep an eye on it. We are planning to empty those four days a week.

Ald. Krieger: I had a request from a business downtown that an additional container could be put on the west side of the Walnut Street entrance of the parking deck because trash is piling up down there in that area.

Mark: We can take care of that.

10. Adjournment

Motion by Ald. Stellato, second by Krieger to adjourn meeting at 8:36 p.m.

Voice Vote: Unanimous; Nays: None. Chrmn. Turner did not vote as Chairman. **Motion Carried.**



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Motion to approve an Ordinance Authorizing the Sale of Items of Personal Property Owned by the City of St. Charles to two licensed firearms dealers (Streicher's \$2,675 and Alpha Armament Co. \$3200), and approve destroying an Intra-Tec 9 and Action Arms UZI pistol
Presenter:	Chief James Lamkin

Please check appropriate box:

	Government Operations		Government Services
	Planning & Development	XX	City Council (6/3/13)
	Public Hearing		

Estimated Cost:		Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

Executive Summary:

Amended Item

We are asking for approval to sell firearms to two licensed firearms dealers and to destroy an Intra-Tec 9 and an Action Arms UZI pistol. The UZI pistol was left on the quote and should have been left off the list when presented to Government Operations Committee on May 20, 2013.

Attachments: *(please list)*

List of firearms and rifle parts
Ordinance

Recommendation / Suggested Action *(briefly explain):*

Motion to approve an Ordinance Authorizing the Sale of Items of Personal Property Owned by the City of St. Charles to two licensed firearms dealers (Streicher's \$2,675 and Alpha Armament Co. \$3,200), and approve destroying an Intra-Tec 9 and an UZI pistol.

For office use only:

Agenda Item Number: IIA10

**Alpha Armament Co.
1500 Foundry St.
Ste 8
St Charles, IL 60174
630-444-1800**

**St. Charles Police Dept.
St. Charles, IL 60174
Attn: David Kintz**

Dear Sir,

At the request of the department, Alpha Armament submits this offer to purchase the following lot of sixteen used firearms and eleven separate rifle parts currently in the departments possession.

Firearms:

- 1.) S&W model SW40F pistol (40 cal) (1x magazine)
- 2.) Interarms model P1/P38 pistol (9mm) (2x magazines)
- 3.) S&W model SW9VE pistol (9mm) (2x magazines)
- 4.) S&W model 19 revolver (357M) 2.5" blue
- 5.) S&W model 66 revolver (357M) 2.5" stainless
- 6.) S&W model 15 revolver (38) 4" blue
- 7.) S&W model 659 pistol (9mm) (2x magazines)
- 8.) S&W model 36 revolver (38) 2" blue
- 9.) Astra model A-80 pistol (45) (2-3x magazines)
- 10.) Jennings model J-22 pistol (22lr) (2x magazines)
- 11.) Remington model 870 pump 12 ga shotgun
- 12.) Remington model 770 rifle (30-06) with 3x9 scope
- 13.) Beretta model AL-2 12 ga. Semi auto shotgun
- 14.) Winchester model ranger 12ga pump shotgun
- 15.) Remington model 510 bolt rifle (22lr)

Rifle Parts:

- 1.) Adjustable A2 Buttstock assembly (x2)
- 2.) 2.) A-2 Buffer Assembly (x1)
- 3.) 3.) A-2 Upper receiver / Barrel Assembly (x5)
- 4.) 4.) Charging Handle (x3)

Alpha Armament Co. offers to pay the Saint Charles Police Department \$3200 (Three Thousand Two Hundred Dollars) for the entire lot of used firearms and rifle parts. This offer will be paid by either a company check or a credit memo issued to the department from the Law Enforcement Supplier of your choice.

Thank you for your consideration.

David Rosland / Alpha Armament Co.

City of St. Charles, Illinois
Ordinance No. _____

**An Ordinance Authorizing the Sale of Items of Personal
Property Owned by the City of St. Charles**

WHEREAS, in the opinion of at least three-fourths of the Corporate authorities of the City of St. Charles, it is no longer necessary or useful to or for the best interest of the City of St. Charles to retain the personal property now owned by the City of St. Charles and hereinafter;

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

1. Pursuant to Illinois Compiled Statutes, 65ILCS 5/11-76-4, the City Council finds that the following personal property now owned by the City of St. Charles is no longer necessary or useful to the City of St. Charles and the best interests of the City of St. Charles will be served by its sale:

Firearms
Rifle Parts.

2. Pursuant to said Section 65ILCS 5/11-76-4, the Purchasing Manager be, and he is hereby authorized and directed to sell the foregoing described personal property now owned by the City of St. Charles to: Alpha Armament Co., 1500 Foundry St., Ste. #8, St. Charles, IL 60174--\$3,750.

Weapons Equipment.

3. Pursuant to said Section 65ILCS 5/11-76-4, the Purchasing Manager be, and he is hereby authorized and directed to sell the foregoing described personal property now owned by the City of St. Charles to: Streicher's, 4777 N. 124th St., Butler, WI 53007--\$2,675.

4. This Ordinance shall be in full force and effect from and after its passage, by at least three-fourths of all the corporate authorities, and approval in the manner provided by law.

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.

Ordinance No. _____

Page 2

Presented to the City Council of the City of St. Charles, Illinois, this _____ day of _____, 2013.

Passed by the City Council of the City of St. Charles, Illinois, this _____ day of _____, 2013.

Approved by the Mayor of the City of St. Charles, Illinois, this _____ day of _____, 2013.

Raymond P. Rogina, Mayor

Attest:

City Clerk

Council Vote:

Ayes:

Nays:

Absent:

Abstain:

APPROVED AS TO FORM:

City Attorney

DATE: _____



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Motion to Approve Use of Amplification Equipment and a Class E-1 Temporary Liquor License for the Firin' Up the Fox BBQ Contest
Presenter:	Chief Lamkin

Please check appropriate box:

	Government Operations		Government Services
	Planning & Development	X	City Council
	Public Hearing		

Estimated Cost:	\$N/A	Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

Executive Summary:

This is the second annual event for The Pride of the Fox, Inc.; however, the first time they are requesting for the event to take place at this location – the Charlestowne Mall property, 3800 E. Main St. Noted from their complete detail are these items:

- A Class E-1 temporary liquor license. The alcohol service/main stage will be fenced off and identification will be verified and wristbands issued upon entry. (Diagram attached)
- Alcohol service times requested are:
 - Friday, July 5, 2013 starting at noon, last call 10:30 p.m., area cleared by 11:00 p.m.
 - Saturday, July 6, 2013 starting at noon, last call 10:30 p.m., cleared by 11:00 p.m.
 - Sunday, July 7, 2013 starting at noon and ending by 6:00 p.m.
- Amplified music will end no later than 10:30 p.m. on Friday and Saturday; there will be no music on Sunday.
- Awards and presentations for this event will take place center court inside Charlestowne Mall.
- Anticipated attendance for this event is 2,000 – 3,000 total.
- The event sponsor will work with the Police Department to determine the number of extra duty officers needed for the duration of this event and will be invoiced accordingly.

At Government Services Committee on May 28th, it was requested that the stage be modified to protect residents to the north from excessive noise. The attached revised diagram depicts the new stage location, which is now backed to a berm and facing south. This should provide a great containment of noise carry-over. Discussions with the City over providing electrical service for the event have been determined to be incompatible; there is no request for cost-sharing or electrical services.

Attachments: *(please list)*

Revised diagram of event layout

Recommendation / Suggested Action *(briefly explain):*

Motion to approve use of amplification equipment and a Class E-1 Temporary Liquor License for the Firin' Up the Fox BBQ Contest.

<i>For office use only:</i>	<i>Agenda Item Number: IIB6</i>
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ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Motion to approve a Class E-2 Liquor License and Amplification License on August 17 – 18, 2013 for The Festival of the Horse & Drum at the Kane County Fairgrounds

Presenter: Chief Lamkin

Please check appropriate box:

	Government Operations		Government Services
	Planning & Development	X	City Council (6/3/13)
	Public Hearing		

Estimated Cost:	\$N/A	Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

Executive Summary:

Equis Concepts, LLC of rural St. Charles is hosting an event called the Festival of the Horse and Drum. It will be held at the Kane County Fairgrounds. The event is a first annual multi-cultural, multi-media event as outlined in the attached material. The event will run from 9:00 a.m. until 10:00 p.m. Saturday, August 17 and from 9:00 a.m. until 6:00 p.m. Sunday, August 18, 2013. The use of amplification equipment for the duration of the event is requested. In addition Rookies, DBA BK and MM Ventures LLC, has made application to operate a beer garden during the event. A Class E-2 Temporary Liquor License has been requested for alcohol sales with the Police Department recommending sales to start no earlier than 10:00 a.m. both days ending at the time of the event. All other provisions related to food and identification checks with wristbands will apply. The Police Department will coordinate with the security agency and will determine the appropriate St. Charles Police extra duty personnel for the beer garden at the expense of the sponsor. At Government Services Committee on May 28th, the Police Department was directed to check on horse events held in the Springfield, Illinois area. During this check, the Horseman’s Council of Illinois was contacted and they indicated the Illinois Horse Fair is held each year. It is attended by thousands with no problems and is absolutely professional and hosts classes and training events.

Attachments: *(please list)*

Diagram; event description

Recommendation / Suggested Action *(briefly explain):*

Motion to approve a Class E-2 Liquor License and Amplification License on August 17 – 18, 2013 for The Festival of the Horse & Drum at the Kane County Fairgrounds.

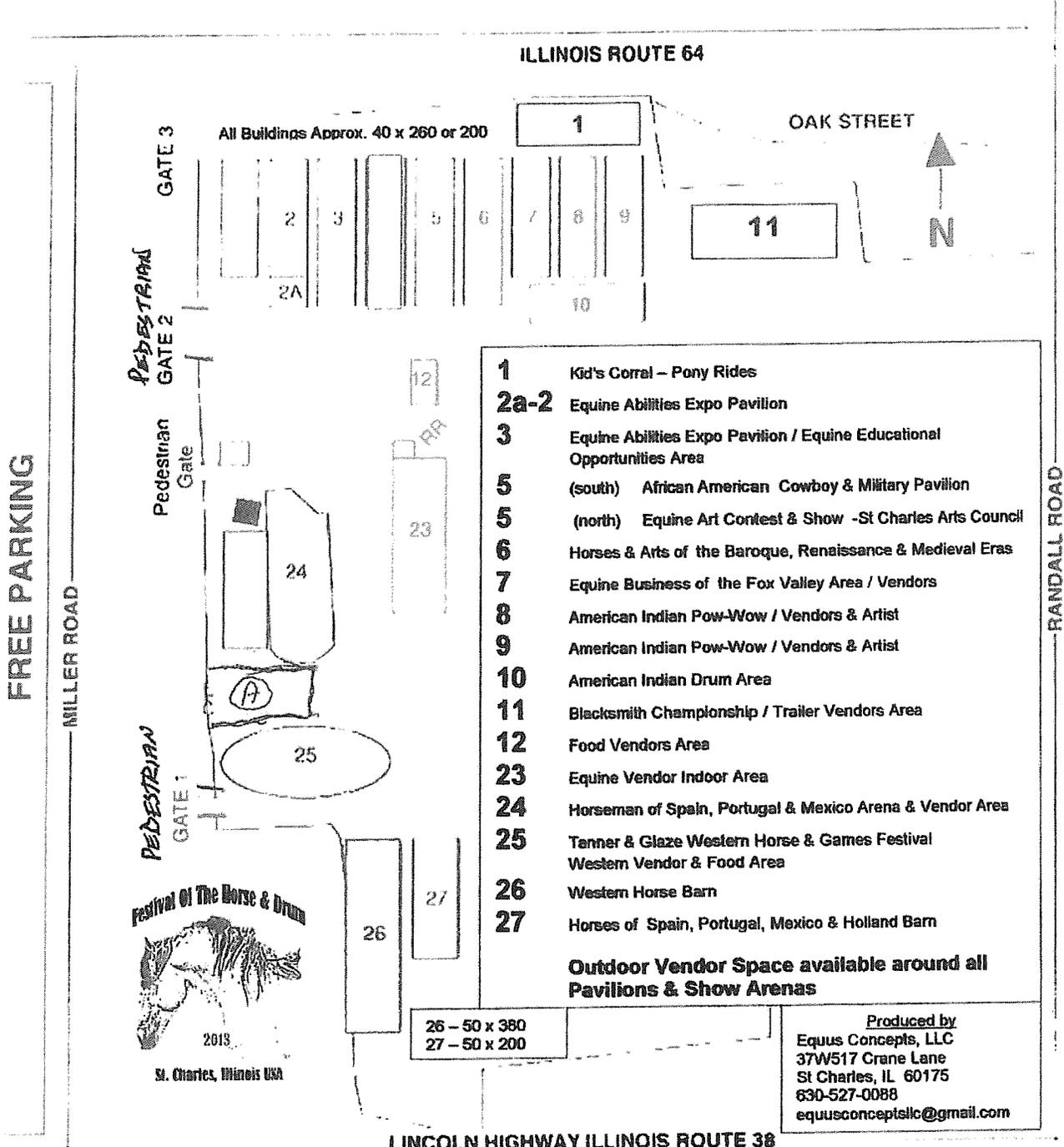
For office use only:

Agenda Item Number: IIB7

August 17th & 18th, 2013 Kane County Fairgrounds / St Charles, Illinois



67/1



- 1** Kid's Corral - Pony Rides
- 2a-2** Equine Abilities Expo Pavilion
- 3** Equine Abilities Expo Pavilion / Equine Educational Opportunities Area
- 5** (south) African American Cowboy & Military Pavilion
- 5** (north) Equine Art Contest & Show -St Charles Arts Council
- 6** Horses & Arts of the Baroque, Renaissance & Medieval Eras
- 7** Equine Business of the Fox Valley Area / Vendors
- 8** American Indian Pow-Wow / Vendors & Artist
- 9** American Indian Pow-Wow / Vendors & Artist
- 10** American Indian Drum Area
- 11** Blacksmith Championship / Trailer Vendors Area
- 12** Food Vendors Area
- 23** Equine Vendor Indoor Area
- 24** Horseman of Spain, Portugal & Mexico Arena & Vendor Area
- 25** Tanner & Glaze Western Horse & Games Festival Western Vendor & Food Area
- 26** Western Horse Barn
- 27** Horses of Spain, Portugal, Mexico & Holland Barn

Outdoor Vendor Space available around all Pavilions & Show Arenas

26 - 50 x 380
27 - 50 x 200

Produced by
Equus Concepts, LLC
37W517 Crane Lane
St Charles, IL 60175
630-527-0088
equusconceptsllc@gmail.com

(A) BEER GARDEN (Approx 200 FT x 35 FT)

For Office Use
Received: 4/3/12
Fee Paid: \$ 200 -
Receipt # 9917

CITY OF ST. CHARLES

TWO EAST MAIN STREET NON-REFUNDABLE
ST. CHARLES, ILLINOIS 60174-1984



CITY LIQUOR DEALER LICENSE APPLICATION CLASS E2 - SPECIAL EVENTS

Pursuant to the provisions of Chapter 5.08, Alcoholic Beverages, of the City of St. Charles Municipal Code regulating the sale of alcoholic liquors in the City of St. Charles, State of Illinois and all amendments thereto now in force and effect.

The undersigned hereby makes application for a Liquor Dealer License,
Class E2
Commencing Aug 17, 2013 and ending Aug 18, 2013
Time Starting SAT 9AM / SUN 9AM and ending SAT 10PM / SUN 6PM
Location of Event KANE COUNTY FAIR GROUNDS

Name of Business DK & MM Ventures LLL
Address of Business 1545 W MAIN ST Business Phone 630-513-0681
Has Applicant had a Class E2 License in the previous 365 days? NO. If YES, on what date:
5.08.050A1 Circle Choice to Show: Individual Partnership Corporation Other: LLL

Requirements of a Class E2 - Special Civic Event License

1. The Class E2 license fee is \$100.00 per day.
2. A minimum of three (3) liquor supervisors shall monitor liquor service during all times of operation. Please provide a list of all supervisors with this application.
3. Beer and/or Wine are the only alcoholic beverages to be sold.
4. Hours are restricted to 12 noon to 12:00 midnight.
5. Licensee must rope/fence off the licensed premises.
6. Each patron must wear a wristband after having identification checked for legal alcohol consumption age.
7. Are children/minors permitted in the licensed premises? Y/N
8. A sign limited beer and/or wine consumption to the roped off area must be conspicuously displayed at all times.
9. Each server of alcohol must be BASSET certified - need copy of BASSET certification.
10. A copy of site plan diagram to include roped area shall accompany this application.
11. All security/police resources needed shall be attached to this application with approval of the Chief of Police before final issuance by Liquor Commissioner.

1. Name of class B, Class C or Class I Liquor License: Kane County Rookies
2. Has the applicant had a Class E2 License in the previous 365 days? NO If Yes, on what date?
3. Is license to be used in conjunction with a special event approved by the City Council? YES - PENDING
If yes, provide name of event: FESTIVAL OF THE HORSE & DRUM
4. Is license to be used in conjunction with a picnic, bazaar, fair or similar assembly with food dispensing and/or sale the predominate purpose of the event? NO
5. Location/address of event. Important: Attached drawing of location to this application. KANE COUNTY FAIR GROUNDS
6. Important: If location is out of doors, attach proof of liability insurance (photocopy) from an approved insurance agency.

Affidavit

State of Illinois)
County of Kane)

I/We, being duly sworn, that information contained in this application is true to my/our own knowledge and that the statements set forth are of my/our own free will. I/We solemnly swear that I/we will not violate any of the laws of the United States, the State of Illinois or the City Ordinances of the City of St. Charles.

Signed: [Signature]
Sworn to before me this 3-13 day of March, 2013
Notary Public Christine Nilles

Signed: [Signature]
"OFFICIAL SEAL"
CHRISTINE NILLES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/21/2013

ENDORSEMENT OF THE LIQUOR CONTROL COMMISSIONER

Approved: _____ Date: _____ Chief of Police: _____
Approved: _____ Date: _____ Liquor Commissioner: _____

August 17th & 18th, 2013 Kane County Fairgrounds / St Charles, Illinois



www.FestivalOfTheHorseAndDrum.com

Equus Concepts, LLC 630-524-0088 equusconceptsllc@gmail.com

Equus Concepts, LLC. is pleased to announce a "New" Horse Festival for Northern Illinois! The "**Festival Of The Horse & Drum**"© will happen **August 17 – 18, 2013** at the Kane County Fairground in St. Charles Illinois.

This will be the first "Equestrian Multicultural Multimedia Event" of its kind!

The Festival is working with the American Indian Association of Illinois to hold a **Traditional Inter Tribal Pow Wow & Drum**, showcasing Drum groups with Indian dancers and singers from across the Midwest.

We will be hosting the "**Tanner & Glaze Western Horse & Games Festival**", and a **Fiesta of Spanish, Portuguese and Mexican Horseman with Mario A. Contreras Equestrian Extravaganza Show**. An educational tribute to the **African American Cowboy's & Military influence on the West** will also be featured. Another first is our **Equine Assisted Abilities Pavilion**©, designed to show the world how horses are used every day, everywhere to assist in healing the mind, body and soul of humans.

This Equestrian event promises to be the most "**fun at a horse fair**" the public will ever have!

- 🌿 **Traditional Inter Tribal American Indian Pow-Wow & Drum**
- 🌿 **Tanner & Glaze Western Horse & Games Festival - Invitation Competition**
- 🌿 **Horsemen of Spain, Portugal & Mexico Fiesta**
- 🌿 **Mario A. Contreras Equestrian Extravaganza Show**
- 🌿 **African American Cowboy & Military Pavilion**
- 🌿 **Equine Assisted Abilities Pavilion**© – Highlighting Horses Used Every Day in EAP & EAT
- 🌿 **Equine Educational Opportunities Area**
- 🌿 **Horses & Stables of the Fox Valley Pavilion**
- 🌿 **1st Annual Equus Film Festival in Downtown St Charles's Historic Arcada Theater**
- 🌿 **Kids Corral – Pony Rides - Breyer© Horse Contest – Children's Horse Art Contest**
- 🌿 **Multicultural Food Vendors**
- 🌿 **Equine Vendors & Authentic and Diverse Ethnic goods and crafts**
- 🌿 **Equine Clinics for all – Mounted and Un-Mounted**
- 🌿 **Juried Equine Art Contest & Show – Hosted by the St Charles Arts Council**
- 🌿 **A "Horse Of A Different Culture" Expo and Trail in Downtown St Charles**
- 🌿 **Horses Of The Baroque, Renaissance & Medieval Era Expo**
- 🌿 **Medieval Equestrian Skills and Arts Area – International Jousting Tournament**
- 🌿 **Blacksmith Championship**
- 🌿 **Farm to Barn – Agricultural Educational Interactive Area**
- 🌿 **and much more to come.....**

Equus Concepts, LLC., The Horseman's Council of Illinois and the St. Charles Convention and Visitors Bureau are working together to bring you the finest Equestrian Event in the Country! This is just the beginning..... So, please join us by visiting and supporting the 1st Annual Festival Of The Horse & Drum©!

Sincerely,

Lisa Diersen

Co-Founder / Principal Partner

Equus Concepts, LLC. / 37W517 Crane Lane / St. Charles / Illinois / 60175
equusconceptsllc@gmail.com / 630-524-0088

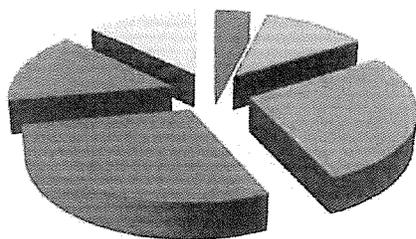
**The Only Equestrian Festival Of Its Kind!
Chicagoland's First Multi-Cultural Equestrian Fair**

**The Festival Of The Horse & Drum
Kane County Fairground**

**&
St Charles / Fox Valley Area Festival Demographics:**

Venue -- 2 Performance & Exposition Arenas
11 Pavilion Expo Areas
300+ Vendors invited

St Charles 2011 Family Circle Magazine #1 Best Town for Families!



Major Age Group of Attendees at
Midwest Area Horse Fairs & Festivals

1st Annual Equine Film Festival
900 seat Movie Theater for Film Festival

St Charles, IL is home to the annual *St Charles Scarecrow Fest*
the first weekend of October - attendance **150,000**

Geneva, IL is home to *Swedish Days* with one of the largest
public attended Festivals in the Chicagoland area

Kane County Fairgrounds is home to the Kane County Fair
Rated Fox Valley's *Top Summer Event*

The Midwest region is home to more horses than anywhere else in the United States

**Equine Fairs and Festivals in The Midwest Region Area
Attendance:**

Midwest Horse Fair / Madison, WI:	50,000+
Minnesota Horse Fair / St Paul, MN:	50,000+
Hoosier Horse Fair / Indianapolis, IN:	35,000+
Illinois Horse Fair / Springfield, IL:	12,000+
Danada Fall Fest / Wheaton, IL:	10,000+

Festival Of The Horse & Drum Coming to the Chicago Area Summer 2013

be trained to aid its user for any sort of disability, whether it be physical, mental or intellectual, and will be able to go anywhere a service dog is allowed.

FACT: There are approximately 9.2 million horses in the U.S. with approximately 3.9 million involved in recreation and another 2.7 million horses participating in horse shows and other competitions.

FACT: Approximately 28% of horse owners have an annual household income of over \$100,000, with approximately 31% of horse owners having an annual household income of less than \$50,000.

THE ILLINOIS HORSE INDUSTRY
from The Horseman's Council of Illinois

FACT: The Illinois horse industry produces goods and services valued at over \$1.2 billion.

FACT: The Illinois horse industry contribution to the G.D.P. (Gross Domestic Product) is over 3.5 billion.

FACT: Illinois is home to 178,463 horses, mules and donkeys, based on combined AHC and USDA data.

FACT: Illinois horses are valued at over \$300 million.

FACT: There are nearly 64,000 horse owners in Illinois.

FACT: More than 200,000 Illinoisans are involved in the industry as horse owners, service providers, employees and volunteers. Even more participate as spectators.

FACT: Based on horse population figures, more than 285,000 people in Illinois ride horses on a regular basis.



FACT: The Illinois horse industry directly provides 15,900 full-time equivalent (FTE) jobs. Spending by suppliers and employees (in Illinois and other states) generates additional jobs in Illinois for a total employment impact of 49,400.

FACT: Approximately 1.96 million people

own horses, with another 2 million people involved as volunteers or through a family affiliation.

FACT: The horse industry sustains approximately 1.4 million full-time equivalent jobs on an annual basis, with nearly 460,000 of those jobs created from the direct spending within the industry.

FACT: Illinois State Bill for qualified trained miniature horses as service animals law, HB 3826, the horses may

August 17th & 18th, 2013
Kane County Fairgrounds / St. Charles, Illinois

www.FestivalOfTheHorseAndDrum.com 630-524-0088 equusconceptsllc@gmail.com

