

**AGENDA
CITY OF ST. CHARLES
GOVERNMENT OPERATIONS COMMITTEE
ALD. BILL TURNER, CHAIR**

**MONDAY, OCTOBER 21, 2013
IMMEDIATELY FOLLOWING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
2 E. MAIN ST.**

- 1. Call to Order**
- 2. Roll Call**
- 3. Omnibus Vote**
- 4. Presentation:** “In St. Charles” for consideration as the official City Song presented by Ald. Maureen Lewis and Jeff Hunt
- 5. Finance Department**
 - a. Recommendation to approve an Incentive Agreement with the Clarke Group under the City’s Knowledge Based Employment Incentive Pilot Program.
- 6. Inventory Control**
 - a. Recommendation to approve the low Illinois State Contract bid for 2013/14 rock salt purchase at \$55.51/ton from Cargill Salt (North Olmsted, Ohio).
 - b. Recommendation to approve an Ordinance Authorizing the Sale of Items of Personal Property Owned by the City of St. Charles (miscellaneous items).
 - c. Recommendation to accept bid of \$30,725 for one 2013 E-350 Cutaway Chassis and Knapheide Body; and approve an Ordinance Authorizing the Sale of Items of Personal Property Owned by the City of St. Charles.
- 7. City Administrator’s Office**
 - a. Update on the status for the 1st Street Redevelopment PUD Phase III project.
- 8. Executive Session**
 - Personnel
 - Pending Litigation
 - Probable or Imminent Litigation
 - Property Acquisition
 - Collective Bargaining
 - Review of Minutes of Executive Sessions
- 9. Additional Items**
- 10. Adjournment**



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Presentation of "In St. Charles for Consideration as the Official City Song

Presenter: Ald. Maureen Lewis

Please check appropriate box:

X

Government Operations (10/21/13)

Government Services

Planning & Development

City Council

Estimated Cost:

Budgeted:

YES

NO

If NO, please explain how item will be funded:

Executive Summary:

Ald. Lewis has coordinated with Jeff Hunt to perform the song, "In St. Charles," at the Committee meeting. For your information, "In St. Charles" was composed by Jim Masters, former St. Charles resident and St. Charles High School graduate. Mr. Masters is willing to give the City this original composition as a gift. Pursuant to Committee consideration and support to recommend adopting "In St. Charles" as the official City song, staff would need to address copyright issues.

Attachments: *(please list)*

Chorus Lyric Sheet

Recommendation / Suggested Action *(briefly explain):*

Recommendation for committee to accept the song "In St. Charles" as the official City song and direct staff and counsel on the means and cost to copyright this composition.

For office use only:

Agenda Item Number: 4

Lyrics for “In St. Charles,” by Jim Masters

Chorus

For in St. Charles, I’ve found my dreams,
The grass grows greener, or so it seems.

I love to stroll by the riverside,

Ride through the countryside,

Smile at the people I meet.

To feel that sense of community,

Friendship and unity,

Neighbors on every street.

A million moments of living here,

Sharing and giving here,

Friendships that money can’t buy.

The seasons changing the scenery,

Summers lush greenery,

Sunsets that color the sky.

Here in St. Charles, it’s home for me.



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve an Incentive Agreement with the Clarke Group under the City's Knowledge Based Employment Incentive Pilot Program

Presenter: Chris Minick, Finance Director

Please check appropriate box:

X	Government Operations (10/21/13)	Government Services
	Planning & Development	City Council
	Public Hearing	

Estimated Cost:	\$275,000 Maximum payout	Budgeted:	YES	X	NO
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If NO, please explain how item will be funded:

Executive Summary:

Pursuant to prior discussions and presentations, the Clarke Group is proposing to relocate its corporate headquarters and research labs to the City of St Charles. Pursuant to the discussions and relocations, approximately 70 new jobs will be relocated to the City of St Charles. Additionally, the Clarke Group expects the creation of approximately 15 additional jobs in the City within the first 5 years of occupancy.

The Clarke Group and staff have put together a proposed five-year incentive agreement to assist the Clarke Group with relocation and rehabilitation expenses for its corporate headquarters and research and development facilities as proposed within the City. Specifics of the agreement are consistent with the parameters discussed in July and are attached.

The City will provide incentives in varying amounts for jobs relocated to the City, an additional incentive for employees who live within City limits, a smaller amount for employees who reside in close proximity to the City, and an amount for interns. The payments to the Clarke Group have maximum payout amounts for each year of the five-year term, as well as a \$275,000 maximum cap.

The proposed agreement requires that the Clarke Group remain at its proposed location for a minimum 12-year term or be subject to repaying the entire amount of the incentive provided by the City.

Attachments: *(please list)*

Proposed Agreement

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve an Incentive Agreement with the Clarke Group under the City's Knowledge Based Employment Incentive Pilot Program.

For office use only:

Agenda Item Number: 5a^T

AGREEMENT

THIS AGREEMENT is entered into on this ____ day of _____, 2013, by and between the City of St. Charles, Kane and DuPage Counties, Illinois, an Illinois municipal corporation (hereinafter referred to as the "City") and The Clarke Group Inc., an Illinois corporation (hereinafter referred to as the "Company");

W I T N E S S E T H:

WHEREAS, the City has a population of more than 25,000 persons, and is a home rule unit of government pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City, pursuant to Section 10 of Article VII of the Constitution of the State of Illinois, is authorized to contract or otherwise associate with individuals in any manner not prohibited by law or by ordinance; and

WHEREAS, the City, pursuant to Section 5 of the Illinois Municipal Code (65 ILCS 8-1-2.5) is authorized to appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality;

WHEREAS, the Company, or an entity controlled by the Company or its principal, owns or shall own an office and light industrial property and accompany building located at 675 Sidwell Court (the "Property") in the City of St. Charles, such property legally described on Exhibit "A" attached hereto and made a part hereof (the "Subject Property"); and

WHEREAS, the Company desires to relocate and expand its existing headquarters and research and development operations to and at the Property, thereby creating new employment, property improvement and economic development generally within the City; and

WHEREAS, the Company represents and warrants that the Project (as hereinafter defined) requires economic assistance and that undertaking the Project is contingent upon the City providing such economic assistance to the Company; and

WHEREAS, pursuant to State Statute, the City Council of the City has made the following findings with respect to the Project:

- A. The Project is expected to create job opportunities within the City.
- B. The Project will serve to further the development of adjacent areas.
- C. The Project will strengthen the light industrial, office and research and development sectors of the City.
- D. The Project will enhance the tax base of the City.
- E. This Agreement is made in the best interest of the City.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter contained, the adequacy and sufficiency of which the parties hereto stipulate, the City and the Company agree as follows:

Section 1. Incorporation of Recitals. The recitals set forth hereinabove are incorporated herein by reference as substantive provisions of this Agreement.

Section 2. Conditions Precedent. All undertakings on the part of the City pursuant to this Agreement are subject to satisfaction of the following preconditions:

(A) The Company shall enter into a lease and occupy the property within the timeframe set forth herein.

(B) The Company shall relocate its existing headquarters and research and development activities, to include no fewer than seventy (70) employees associated with such

activities, from outside the City to the Property. The calculation of seventy (70) employees above shall be made without regard to the wages of individual employees.

If the above-described conditions are not met prior to April 1, 2015, this Agreement, at the election of the City, shall terminate and be of no further force or effect.

Section 3. Improvements to Property. Upon acquisition of the Property by the Company or by an entity related to the Company which shall lease the property to the Company, the Company shall make certain improvements and investments to the property, to include but not necessarily limited, to the following:

- (A) Interior and Exterior Building Improvements, with estimated value in excess of \$300,000.
- (B) Purchase and/or install computer hardware/software equipment and materials, with estimated value in excess of \$150,000.
- (C) Purchase and/or install research and development laboratory facilities, with estimated value of \$400,000.
- (D) Install furniture and fixtures, with estimated value of \$200,000.

Prior to commencement of construction of the Project, and no later than April 1, 2014, the Company shall submit complete building plans, engineering plans and construction documents to the City for review and approval in such form and detail as the City customarily requires.

If the conditions set forth in this Section 3 are not met, the City shall have the option to terminate this Agreement.

Section 4. Definitions.

For purposes of this Agreement, the capitalized terms shall have the following meanings:

"Commencement Date" - means the first day of the month, one year following the Company's occupancy of the Property after fulfillment of those obligations set forth in Sections 2 and 3, above.

"Bonus Payment" – means an additional payment made to Company for hiring employees that are St. Charles residents ("St. Charles Resident Bonus"), neighboring St. Charles residents ("Neighboring St. Charles Resident Bonus") and interns ("Intern Bonus"), as herein defined.

"Employee Count" – means the number of full-time positions that require a minimum of 35 hours per week employed by the Company at the Property with an annual gross salary and bonus equal to or exceeding \$50,000 (Fifty Thousand Dollars and No Cents).

"Employee Payout" – means an amount paid by the City to the Company, on an annual basis on or about January 30 of each year for the first five years of the Term of this Agreement, for each employee position created and retained.

"Intern" – means a person employed by the Company on a part-time basis who is a student or a recent graduate undergoing supervised practical training and resides within the St. Charles corporate boundaries.

"Knowledge-based Employment Pilot Program" (or "Program") – means a pilot economic development incentive program established and managed by the City and open to certain business enterprises wishing to locate or expand within the corporate boundaries of St. Charles and whose principal business activity at such St. Charles location is any one or combination of the following:

- a. National or regional headquarters and senior management.
- b. Research and development.
- c. Advanced and high-technology intensity activities, including but not limited to the following: aerospace, automotive, artificial intelligence, biotechnology, semiconductors,

information technology, electrical engineering, information systems, photonics, nanotechnology, nuclear physics, robotics and telecommunications.

Knowledge-based employment pilot program as it applies in the Agreement is further described below at Section 5.

“Neighboring St. Charles Resident” – means a person subject to “Employee Count” who resides within certain geographic boundaries as depicted in the map, entitled, “Neighboring St. Charles Residential Area” and found at Exhibit B, attached hereto and made a part hereof.

“St. Charles Resident” – means a person subject to “Employee Count” who resides within the City of St. Charles corporate boundaries.

“Payouts” and “Payout Schedule” - means what and when the City will make payments pursuant to this Agreement. Said Payouts and Payout Schedule are set forth in Exhibit C, attached hereto and made a part hereof.

“Term” – means the period that this Agreement shall be in force. For the purpose of determining the period the City shall make payments to the Company under this Agreement, the term is five (5) years from the Commencement Date. For the purpose of determining the period the Company must maintain its headquarters and research and development activities within the City of St. Charles, the Term is twelve (12) years from the Occupancy Date.

Section 5. Applying Knowledge-based Employment Pilot Program. The City shall utilize a knowledge-based employment program in creating an economic incentive for Company to undertake the activities described in Sections 2 and 3, above. The Program shall include certain payments to the Company as described below. Further, the Company may be eligible for additional Program payments from the City in accordance with the table shown in Exhibit C. The City shall make payments under this Program in accordance with the following:

- a. A value for each of the total number of positions that satisfies the definition of Employee Count;
- b. A bonus value for each of the positions that is filled by a Neighboring St. Charles Resident;
- c. An additional bonus value for each of the positions that is filled by a St. Charles resident;
- d. An additional bonus value for each position that is filled by an Intern; and
- e. A maximum amount to be paid to the company in employment incentives on an annual basis and over the entire five-year period.

Section 6 Changes in Law. The parties acknowledge that the agreement to make economic development grant payments is predicated on existing law in the State of Illinois. Should the Illinois General Assembly hereafter eliminate or amend such law, the City, either at the direction of State law or at its own discretion, may terminate this Agreement and cease making any further grant payments subject to this Agreement.

Section 7. Obtaining Employment Information. The Company shall on or before December 31st of the year of this Agreement's Commencement Date, and each December 31st thereafter, provide to the City a written report setting forth an employee count as described in Section 5 of this agreement. The report shall be prepared at the expense of the Company. The form of the certified report to the City is attached hereto and made a part hereof as Exhibit D. The City shall have the right at reasonable times and upon reasonable notice to examine the employment books and records of the Company to verify the accuracy of the report.

It is intended that the personal information of employees of the Company remain confidential and at no time shall information, other than the report furnished by the Company to the City be deemed a document or information under the jurisdiction and control of the City. The City

has the right to inspect the books and records but shall not have the right to copy said books and records. The City's inspection shall be at the City's cost.

Section 8. Payment of Incentive. On or about January 30 of the year following the Commencement Date and continuing for five (5) years thereafter, the City shall pay to the Company the Employee Payout for any positions created and retained as reflected in the Employee Count and any Neighboring St Charles Resident, St Charles Resident, or Intern bonuses the Company is entitled to. Employee Payout shall be in accordance with the Schedule attached in Exhibit C. Employee Payout shall not exceed the Annual Amount to be Paid for the applicable year of the Term as set forth in Exhibit C. Additionally, the cumulative amount of all Employee Payouts made under the terms of this Agreement shall not exceed the Maximum Payment as listed on Exhibit C.

Section 9. Confidentiality of Information. The Company hereby claims that the information received, or to be received, by the City pursuant to this Agreement is proprietary and confidential therefore, to the fullest extent permitted by law, the City shall treat information received by it as confidential financial information under the Illinois Freedom of Information Act.

Section 10. Compliance with Laws. Subsequent to the Commencement Date, and for the duration of this Agreement, the Company shall continue to be in compliance with the terms and conditions of this Agreement and all applicable Federal, State and local laws, statutes, ordinances, rules, regulations and executive orders applicable to the Property and this Agreement as the same may, from time to time, be in force and effect. The Company specifically represents and warrants, but not by way of limitation of the foregoing, that it shall take no actions that would cause this Agreement to be in violation of the provisions of 65 ILCS 5/8-1-2.5, as amended from time to time.

Section 11. Release and Indemnity. Company agrees to indemnify and hold the City harmless from any and all claims, demands, causes of action, damage, lawsuits and judgments, including attorneys fees and costs, arising out of or relating to this Agreement.

Section 12. Appropriation. The City shall provide for payments required under this Agreement in its annual appropriation ordinance for the fiscal year in which such payment may be due.

Section 13. Default. In the event of any default under or violation of this Agreement, the party not in default or violation shall serve written notice upon the party or parties in default or violation, which notice shall be in writing and shall specify the particular violation or default. All parties hereto reserve the right to cure any violation of this Agreement or default by any of them hereunder within thirty (30) days after receipt of written notice of such default; provided, however, that said thirty (30) day period shall be extended (i) if the alleged violation or default is not reasonably susceptible to being cured within said thirty (30) day period and (ii) if the party in default has promptly initiated a cure of the violation or default and (iii) if the party in default diligently and continuously pursues a cure of the violation or default until its completion.

Section 14. Law Governing/Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. Any dispute arising under or in connection with this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the Illinois state courts and venue shall be exclusively in the Sixteenth Judicial Circuit, Kane County, Illinois.

Section 15. Time. Time is of the essence under this Agreement and all time limits set forth are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the party excusing such timely performance.

Section 16. No Waiver or Relinquishment of Right to Enforce Agreement. Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

Section 17. Notices. All notices and requests required pursuant to this Agreement shall be sent by personal delivery, overnight courier or certified mail, return receipt requested, as follows:

To the Company:

(UNTIL APRIL 30, 2014)
Dr. J. Lyell Clarke III
President and CEO
The Clarke Group
110 E. Irving Park Road, 4th Floor
Roselle, IL 60172

(AFTER MAY 1, 2014)

Dr. J. Lyell Clarke, III
President and CEO
The Clarke Group
675 Sidwell Court
St. Charles, IL 60174

with copies to:

Attn: _____

To the City:

City of St. Charles
2 East Main Street
St. Charles, Illinois 60174
Attn: Mark Koenen, City Administrator

with copies to:

Hoscheit, McGuirk, McCracken and Cuscaden
1001 East Main Street, Suite G
St. Charles, IL 60174
Attn: John McGuirk

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, overnight courier or by certified or registered mail, return receipt requested, with proof of delivery thereof. Notices shall be deemed delivered to the address set forth above (i) when delivered in person on a business day, (ii) on the same business day received if delivered by overnight courier or (iii) on the third (3rd) business day after being deposited in any main or branch United States Post Office when sent by registered mail, return receipt requested.

Section 18. Assignments. This Agreement may not be assigned without the City's consent, such consent not to be unreasonably withheld. The parties acknowledge that this Agreement is an obligation, which is for the benefit of the Company, or permitted assignee, and is not a covenant running with the land.

Section 19. Force Majeure. Performance by either Party hereunder shall not be deemed to be in default as a result of unavoidable delays or defaults due to war, insurrection, strikes, lockouts, riots, extreme adverse weather conditions (such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, tornadoes or cyclones), earth-quakes, fires, casualties, acts of God, acts of a public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, or any other like event or condition beyond the reasonable control of the Party affected thereby which in fact interferes with the ability of such Party to discharge their respective obligations hereunder (collectively, "Force Majeure Events"); provided, however, that unavoidable delays shall not include (i) economic hardship or impracticability of performance, (ii) commercial or economic frustration of purpose, or (iii) a failure of performance by a contractor (unless caused by Force Majeure Events).

Section 20. Third Party Beneficiaries. The City and the Company agree that this Agreement is for the benefit of the parties hereto and not for the benefit of any third party

beneficiary. Except as otherwise provided herein, no third party shall have any rights or claims against the City arising from this Agreement.

Section 21. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the City, the Company and the Company's permitted assigns.

Section 22. City Approval or Direction. Where City approval or direction is required by this Agreement, such approval or direction means the approval or direction of the City Council of the City unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met.

Section 23. Section Headings and Subheadings. All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

Section 24. Authority to Execute. The Company hereby represents and warrants that it has the requisite authority to enter into this Agreement and the individual signing this Agreement on behalf of the Company is a duly authorized agent of the Company and is authorized to sign this Agreement. The Mayor and City Clerk of the City hereby warrant that they have been lawfully authorized by the City Council of the City to execute this Agreement, all requisite action by the City having been taken.

Section 25. Integration/Amendment. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Company and the City relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than as herein set forth.

No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by both parties hereto. However, whenever under the provisions of this Agreement any notice or consent of the City or the Company is required, or the City or the Company is required to agree or to take some action at the request of the other, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the Mayor or his designee and for the Company by any officer or employee as the Company so authorizes.

Section 26. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

Section 27. Term. Unless sooner terminated by agreement of the parties or otherwise pursuant to the provisions of this Agreement, this Agreement shall be effective upon the execution by both parties thereto and shall continue in effect until the Payouts to the Company have reached the Maximum Payment as reflected in Exhibit C of this Agreement, or five (5) annual Payouts have occurred in accordance with Section 8 above, whichever occurs first

Beginning on the Occupancy Date and continuing for a period of twelve (12) years, should the Property cease to be utilized in accordance with the uses contemplated in Section 2. (B) of this Agreement or otherwise vacated and not re-established within thirty (30) days, this Agreement shall terminate and be of no further force or effect and the Company agrees to repay to the City any and all amounts previously paid by the City to the Company pursuant to this Agreement upon such termination.

Section 28. Counterparts. This Agreement may be executed in two (2) or more counterparts each of which taken together, shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date and year first written above.

CITY OF ST. CHARLES, an Illinois
municipal corporation

By: _____
Mayor

ATTEST:

City Clerk

THE CLARKE GROUP., an Illinois
corporation

By: _____

ATTEST:

Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Raymond P. Rogina, Mayor of the City of St. Charles, and Nancy Garrison, City Clerk of said City, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said City, for the uses and purposes therein set forth; and said City Clerk then and there acknowledged that she, as custodian of the corporate seal of the City of St. Charles, did affix the corporate seal of said City to said instrument, as her own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2013.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, _____ of The Clarke Group and _____, _____ of said company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth; and said _____ then and there acknowledged that _____ he, as custodian of the seal of said company, did affix the seal of said company to said instrument, as h__ own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2013.

Notary Public

EXHIBIT A Legal

Description

LOT 1 IN SIDWELL COURT RESUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 9, 1998 AS DOCUMENT 98K114273, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PIN: 09-35-248-006

ADDRESS: 675 Sidwell Court, St. Charles, Illinois 60174

EXHIBIT "B"

MAP OF NEIGHBORING ST. CHARLES RESIDENTIAL AREA

General roadway boundaries of mapped area:
Corron, Burlington, La Fox Road, Peck and Kaneville Roads on the west;
Kessler Road, Fabyan Parkway and Washington Street on the south;
IL RT 59 on the east; and
Stearns and McDonald Roads on the north.



EXHIBIT “C”

**PAYOUT AND PAYOUT SCHEDULE
TO THE CLARKE GROUP AS A
KNOWLEDGE-BASED EMPLOYMENT INCENTIVE**

<u>Incentive Description</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Amount paid for each position that satisfies the definition of Employee Count	\$1,000	\$750	\$500	\$250	\$250
Amount paid for each position that satisfies the definition of Neighboring St. Charles Resident	\$0	\$250	\$250	\$250	\$250
Amount paid for each position that satisfies the definition of St. Charles Resident	\$0	\$750	\$750	\$750	\$750
Amount paid for each position that satisfies the definition of Intern	\$100	\$100	\$100	\$100	\$100
Annual Maximum Payment	\$80,000	\$65,000	\$50,000	\$50,000	\$50,000
Maximum Payment					\$275,000

**Exhibit D
Employee Count and Calculation of Employee Payout**

<u>Employee Count:</u>	ITEM	
Commencement Date (1):	A	
Program Year (2):	B	

Number of full-time Employed at 675 Sidwell Ct., St. Charles (3)	C	
Number of qualified full-time employees employed at 675 Sidwell Ct., St. Charles ("Employee Count") (4):	D	
Number of employees in Employee Count (Item D), who live within the City of St. Charles:	E	

Number of employees in Employee Count (Item D), who live outside the City of St. Charles, but within the Neighboring St. Charles Residential Area (5):	F	
Number of Interns employed at 675 Sidwell Ct., St. Charles	G	

Calculation of Employee Payout (6):

Enter Number from Item D (above)	Year 1	Year 2	Year 3	Year 4	Year 5
In the appropriate Program Year:					
"x" multiply by Program Year Payout	\$1000	\$750	\$500	\$250	\$250
Item I - Subtotal (Employees Payout)					

Enter Number from Item E (above)	Year 1	Year 2	Year 3	Year 4	Year 5
In the appropriate Program Year:					
"x" multiply by Program Year Payout	\$0	\$750	\$750	\$750	\$750
Item J - Subtotal (Resident Bonus)					

Enter Number from Item F (above)	Year 1	Year 2	Year 3	Year 4	Year 5
In the appropriate Program Year:					
"x" multiply by Program Year Payout	\$0	\$250	\$250	\$250	\$250
Item K - Subtotal (Neighbor Bonus)					

Enter Number from Item G (above)	Year 1	Year 2	Year 3	Year 4	Year 5
In the appropriate Program Year:					
"x" multiply by Program Year Payout	\$100	\$100	\$100	\$100	\$100

Item L - Subtotal (Intern Payout)					
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Item M - Total of Items (I+J+K+L)					
Item N - Maximum Employee Payout	\$80,000	\$65,000	\$50,000	\$50,000	\$50,000

Payment Due to Clarke (7):					
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Certification:

I _____, as authorized representative of The Clarke Group Inc., certify that the above information is correct, based on the The Clarke Group Inc.'s books and records.

Signature

Date

- (1) Commencement date is the first day of the month, one year following the Company's Occupancy of the property and relocation of no fewer than seventy (70) position to 675 Sidwell Ct., St. Charles, IL 60174
 - (2) Enter a whole number: 1, 2, 3, 4, or 5
 - (3) Number must be at least 70 or more to qualify for employee payout
 - (4) A qualified employee works a minimum of 35 hours per week and earns at least \$50,000 in annual gross salary plus bonus.
 - (5) See Exhibit B (in Agreement) for boundaries of Neighboring St. Charles Residential Area.
 - (6) Calculation of payment to Clarke is based on formulas from Exhibit C in the Agreement.
 - (7) Insert the lesser of items M and N under the appropriate Program Year.
- Note: Maximum total payout cannot exceed \$275,000 over five (5) years



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve the Low Illinois State Contract Bid for 2013/14 Rock Salt Purchase at \$55.51/ton from Cargill Salt (North Olmsted, Ohio)
Presenter:	Mike Shortall

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations (10/21/13)	<input type="checkbox"/>	Government Services
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council

Estimated Cost:	\$66,612	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 following results are for the State of Illinois rock salt bid of which we are a part, via the Joint Purchasing Agreement:

Low bidder is Cargill Salt, 24950 Country Club Boulevard, #450, North Olmsted, OH 44070, at a cost of \$55.51/ton.

The criteria is similar that we order 1,000 tons but are obligated to receive only 80% of that total or 800 tons. However, in the event of a severe winter, the supplier is obligated to supply us with 120% of our order or 1,200 tons. The State of Illinois has required the supplier to stockpile 100% of all salt required in northern Illinois by December 1. Also, we are entitled to retain \$.20/ton for any salt ordered but not delivered within seven (7) calendar days from the date of order, for all orders placed between November 1, 2013, and April 1, 2014.

Here are per ton costs of rock salt over the past several years:

2014: \$55.51	2013:\$59.87
2012: 59.87	2011: 59.87
2010: 59.12	2009: 59.12
2008: 54.47	2007: 41.97
2006: 38.46	2005: 36.64.

Attachments: *(please list)*

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve the low Illinois State contract bid for 2013/14 rock salt purchase at \$55.51/ton from Cargill Salt (North Olmsted, Ohio).

For office use only:

Agenda Item Number: 6a



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve an Ordinance Authorizing the Sale of Items of Personal Property Owned by the City of St. Charles (miscellaneous items)

Presenter: Mike Shortall

Please check appropriate box:

X	Government Operations (10/21/13)		Government Services
	Planning & Development		City Council

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

Executive Summary:

We are asking for approval to sell these 10 items to the highest bidder (via the Public Surplus website).

- 2001 Chevrolet Blazer (City #1993)
- 2004 Ford Crown Victoria (City #1781)
- 1999 Ford F-150 (City #1738)
- 2002 Ford Ranger (City #1769)
- 2004 Imperial Lowe Box (City #2176)
- 2004 Ford Excursion (City #1766)
- 1993 GMC Sierra (City #1893)
- 1993 GMC Sierra (City #1892)
- Morebark Chipper (City #1889)
- Wells Cargo Trailer

Attachments: *(please list)*

Ordinance

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve an Ordinance Authorizing the Sale of Items of Personal Property Owned by the City of St. Charles (miscellaneous items).

For office use only:

Agenda Item Number: 6b

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:

2001 Chevrolet Blazer (City #1993)
2004 Ford Crown Victoria (City #1781)
1999 Ford F-150 (City #1738)
2002 Ford Ranger (City #1769)
2004 Imperial Lowe Box (City #2176)
2004 Ford Excursion (City #1766)
1993 GMC Sierra (City #1893)
1993 GMC Sierra (City #1892)
Morebark Chipper (City #1889)
Wells Cargo Trailer.

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: the highest respective bidder.

3. 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.

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

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: _____

RBW:cjb

ordinances\trade in 2-
10/10/13



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Accept Bid of \$30,725 for one 2013 E-350 Cutaway Chassis and Knapheide Body; and Approve an Ordinance Authorizing the Sale of Items of Personal Property Owned by the City of St. Charles

Presenter: Mike Shortall

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations (10/21/13)		Government Services
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost:	\$30,725	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:

We are seeking approval to purchase one new 2013 E-350 Cutaway Chassis and Knapheide Body. Bids were taken through a State bid. This vehicle was budgeted and approved for \$30,725. This vehicle was approved by the City Fleet Committee.

We are, also, seeking approval to dispose of the replaced Vehicle #1776 2004 Ford F-150.

Attachments: *(please list)*

Ordinance

Recommendation / Suggested Action *(briefly explain):*

Recommendation to accept bid of \$30,725 for one 2013 E-350 Cutaway Chassis and Knapheide body; and approve an Ordinance Authorizing the Sale of Items of Personal Property Owned by the City of St. Charles

For office use only:

Agenda Item Number: 6c

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:

2004 Ford F-150 (City #1776).

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: the highest bidder. We would like approval to purchase 1-2013 E-350 Cutaway Chassis and Knapheide Body.

3. 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.

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

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

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

Ordinance No. _____

Page 2

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: _____

RBW:cjb



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Update on the Status of the 1st Street Redevelopment PUD Phase III Project

Presenter: Rita Tungare/Chris Minick/Mark Koenen

Please check appropriate box:

X	Government Operations 10-21-13		Government Services
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$ NA	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

At the August 19, 2013 Council meeting a resolution granting an eighth extension to begin construction following recording of the PUD final plat for the 1st Street Redevelopment PUD Phase III was approved. This was a 90-day extension to November 19, 2013. The purpose for the presentation is to update the Committee on Phase III status and discussions that the City has hosted to date.

See attached memo.

Attachments: *(please list)*

Memo dated October 16, 2013.

Recommendation / Suggested Action *(briefly explain):*

Update on the status of the 1st Street Redevelopment PUD Phase III Project and consideration from City Council of a vote at the November 18, 2013 meeting to extend the subject development beyond November 19, 2013.

For office use only:

Agenda Item Number: 7a



Staff Memo

TO: Chairman Bill Turner
And Members of the Government Operations Committee

FROM: Rita Tungare, Chris Minick, Mark Koenen

CC: Mayor Rogina

RE: Progress on First Street Phase 3

DATE: October 16, 2013

BACKGROUND

On August 12, 2013, First Street LLC, developers of the First Street Redevelopment Project, presented a conceptual new building program for the Phase 3 property, which is all of the land located along the riverfront between Main and Illinois Street. The Committee provided some preliminary feedback on the building footprints and program that were provided, specifically, that there was a preference for the three building option vs. the four building option (see attachments A & B). Further, Committee comments were favorable.

On August 19, 2013, the City Council granted a 90 day extension for the developer to begin construction within Phase 3, extending the deadline to November 19, 2013. The intent of the 90 day extension was for the developer to continue work on the project and demonstrate progress to support a future extension request.

DISCUSSIONS ON THE PLANS SINCE P&D PRESENTATION

Following the extension, staff began detailed discussions with the developer about the concept.

Shortly after the Committee discussion, the developer met with technical staff to begin discussions of engineering issues related to the project. Specifically, the developer was looking for direction on the following:

- Whether or not the City would consider allowing a portion of the public parking deck to be located below grade, specifically in relation to the need to provide a drainage/sump system for the deck and possible conflicts with an existing storm sewer line that crosses the property. (Having the deck partially below grade would also open up the possibility of creating access to parking located below buildings 1 and 2, the buildings proposed as upper level rental).
- Whether there was clear direction to proceed with the 3 building plan instead of the 4 building plan to begin engineering the site. Staff agreed there was consensus from the Committee on Aug. 12, however, this information was not presented in the context of the impact the project would have on the First Street TIF.

These questions prompted discussion at a staff level regarding the following:

- The configuration of the parking deck was discussed by the development review team, and it was determined the concept was acceptable; however there were questions about whether the layout was ideal, given the issues encountered with the parking spaces at the dead ends in the existing First Street parking deck.
- Staff prepared an analysis of the approved parking count from 2008 vs. the proposed plan, based upon the proposed uses and square footage and the parking requirements of the Zoning Ordinance. Based on this analysis, it was determined that additional parking was necessary and suggested parking be added under Buildings 1 and 2 to provide a comparable level of parking compared to the 2008 plan.
- Based on data from the developer, a rough TIF analysis was completed. The results of this analysis demonstrated that as proposed, over the remaining years that the TIF is active, the proposed Phase 3 development would not generate sufficient TIF increment. (This information is discussed further in the Financial Analysis section of the memo.)

Subsequently, staff met with the developer on a number of occasions to discuss these issues:

- The proposed parking deck, including the layout/configuration, the need for public vs. private parking, the developer's obligation to provide 99 public spaces (defined in the Redevelopment Agreement), and the number of spaces needed to support the Phase 3 development. Staff recommended the developer consider a one-way aisle around the parking deck, which would eliminate any dead ends.
- The developer's obligation under the Redevelopment Agreement (RDA) to provide a construction escrow for all of Phase 3 at the time the City conveys property to the developer. Staff inquired with the developer about financing, and the developer indicated that the buildings would need to be individually financed as each is constructed, which differs from current RDA. Staff also inquired about whether the financing had actually been secured from the financial institution referenced in the meetings, Sterling Bank. The developer provided documentation that they are in discussions with Sterling Bank, but the financing is not yet secured (see Attachment C).
- The impact of the 3 vs. 4 building plan on the TIF projections. Staff discussed with the developer whether the buildings could be enlarged in any way. The developer indicated that Buildings 1 and 2 cannot be enlarged based on needing to keep construction costs down, but Building 3, the condo building, could be enlarged with a slightly longer footprint and possibly a 5th floor.

REVISED PLAN SUBMITTED ON OCT. 14

On Oct. 14, the developer submitted a revised plan (Attachment D) showing the following:

- A revised parking deck layout showing an option of a one-way aisle design and parking located underneath Buildings 1 and 2.
- A revised building program showing Building 3 with a larger footprint and a 5th floor added.

The revised site plan is under review by staff.

MARKET ANALYSIS

The City has engaged Tracy Cross and Associates to conduct a market study of the Phase 3 proposal. Specifically, the City is looking for an assessment of the following:

- Marketability of the residential units in the project.
- The absorption rate of the residential units as compared to the developer's proposed timeline.
- Recommendations to enhance absorption/economic return (including addressing the need for dedicated private parking for the rental apartments).

Preliminary findings of the market analysis should be provided to staff in November.

FINANCIAL ANALYSIS

Staff performed a financial analysis of the proposed development with both the 3 and 4 building scenarios. The analysis compared the revenue generation potential of each of the options proposed with the existing debt service obligations for the First Street TIF. The site design as proposed will not close the existing gap between the anticipated incremental revenue and the existing debt service payments necessary through 2038 under either scenario. However, both the 3 building and 4 building scenarios narrow that gap considerably, with the 4 building scenario generating more incremental revenue and minimizing the financial impact to a greater extent.

Based on the results of the initial analysis and subsequent discussions with the developer to expand the footprint of building 3 slightly and to add a fifth floor to the structure, staff has also analyzed the impacts of this modified 3 building approach. The financial impact of the modified 3 building approach is marginally less beneficial to the City as compared to the financial impact of the original 4 building scenario as the developer originally proposed.

Construction of the modified 3 building alternative in the short term would allow for significant incremental revenue generation in the short and midrange term of the project until expiration of the TIF district in 2027. This revenue generation would allow for a large portion of the existing debt to be called before its maturity date, thereby significantly lowering interest costs and significantly reducing the amount of time that the debt is outstanding. Calling the bonds early has a multiplier effect because future debt service costs are reduced because of the initial bond call. The resulting reduction in debt costs generates an even larger surplus in the following year which then allows for more bonds to be called in the next year lowering future debt costs even further and the cycle repeats until the TIF district expires.

Intuitively, a more densely constructed site would generate additional incremental revenue and further close the financial gap. However, the developer has advised that marketability, absorption, and cost of a more intense site plan are of concern and are not practical for the site given existing conditions. Additional incremental revenue generation may be possible from construction of additional phases of the development as proposed in the original plan.

Staff will continue to modify and refine the financial analysis as discussions with the developer progress. The initial analyses were intended to be "range of magnitude" analyses and several variables will need to be defined as we progress through the process.

OUTSTANDING ITEMS

Staff is currently waiting for the developer to provide:

- The construction proposal for the parking deck.
- Proof of financing for the project.
- More detailed information on construction costs to be considered in the financial analysis.

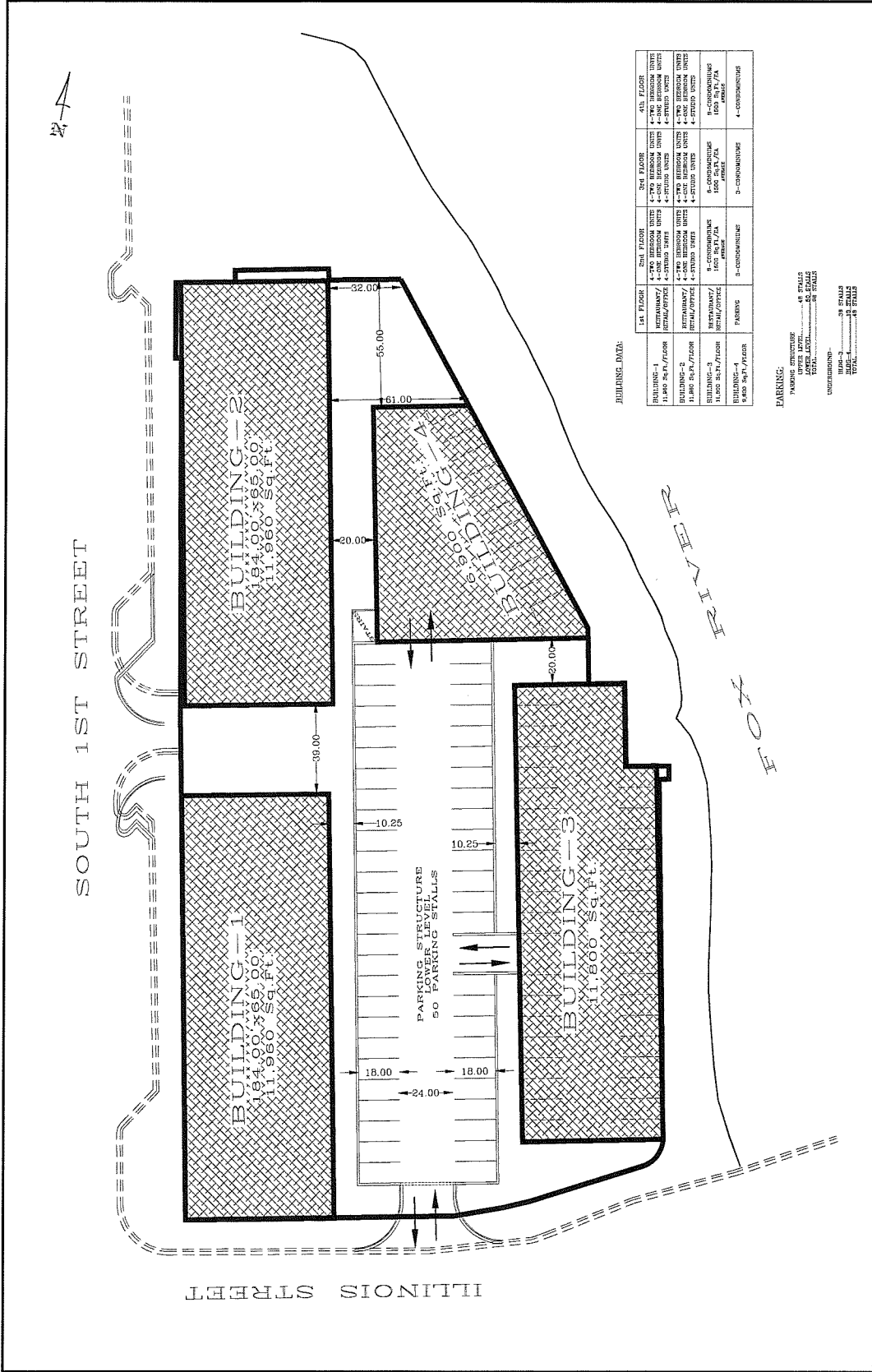
RECOMMENDATION

Discussion about project status anticipating the City Council consideration of a vote at the Nov. 18, 2013 meeting to extend the subject development beyond Nov. 19, 2013.

ATTACHMENTS

- A. Four-building site plan (presented on Aug. 12, 2013)
- B. Three-building site plan (presented on Aug. 12, 2013)
- C. Letter from Sterling Bank provided by the Developer
- D. Revised three-building site plan (submitted to staff Oct. 14, 2013)

Client	1ST STREET REDEVELOPMENT, ST CHARLES
Project	1ST STREET REDEVELOPMENT, ST CHARLES
Scale	1" = 30'
Date	08/07/13
Drawn By	MM
Checked By	MM
Foundation	Foundation
Notes	

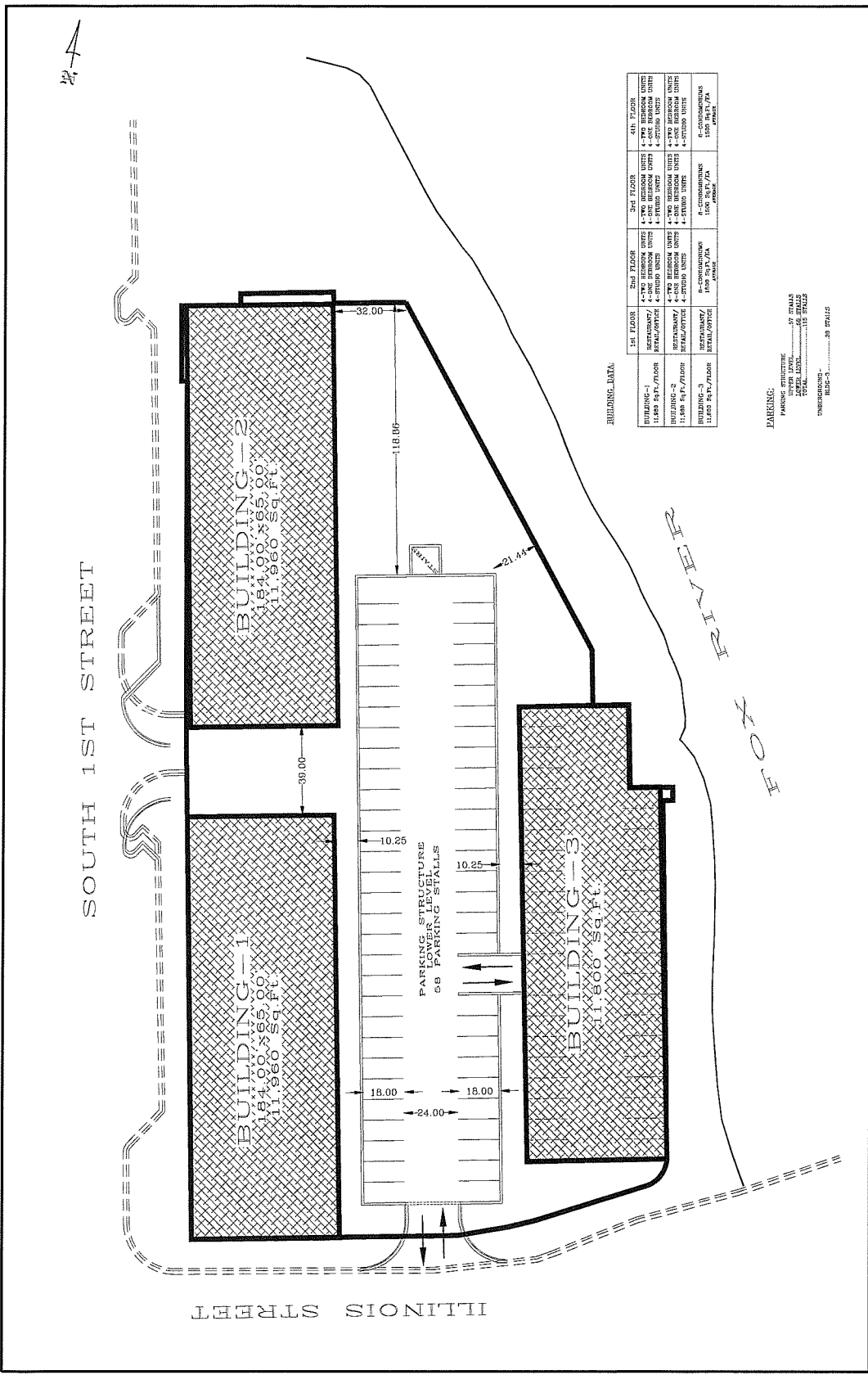


BUILDING DATA:

FLOOR	1ST FLOOR	2ND FLOOR	3RD FLOOR	4TH FLOOR
BUILDING-1	PLANE SEPT./FLOOR	4-200 BEDROOM UNITS	4-200 BEDROOM UNITS	4-200 BEDROOM UNITS
BUILDING-2	PLANE SEPT./FLOOR	RETAIL/STORAGE	RETAIL/STORAGE	RETAIL/STORAGE
BUILDING-3	PLANE SEPT./FLOOR	RETAIL/STORAGE	RETAIL/STORAGE	RETAIL/STORAGE
BUILDING-4	PLANE SEPT./FLOOR	RETAIL/STORAGE	RETAIL/STORAGE	RETAIL/STORAGE

PARKING:
 48 STALLS
 48 STALLS
 48 STALLS
 48 STALLS
 48 STALLS

COUNTY ENGINEERS INC.
 1522 GUY LANE, CHARLES, MISSOURI 63114
 (314) 241-1878



STERLING BANK

Term Sheet: First Street Development, St. Charles, IL

June 27, 2013

Lender: Sterling Bank

Borrower: TBD

Guarantors: TBD

Construction Loan

Amount: \$6,800,000 based on project cost of \$8,500,000

Rate: 4.25%

Fees: 1% Loan Fee
\$unknown Disbursing Agent

Maturity 2 year

Collateral 1st Mortgage and assignment of Rents,

Advances 75% on land acquisition

100% of development costs, provided this doesn't exceed 80% of costs or of the

Appraised Value as complete and stabilized

Costs: Borrower to pay appraisal and title insurance cost

Loan Agreement: Borrower will provide financial information as requested
Guarantors will provide annual financial statements and tax returns

Mini-Perm

Amount: \$6,800,000

Rate: 4.75%

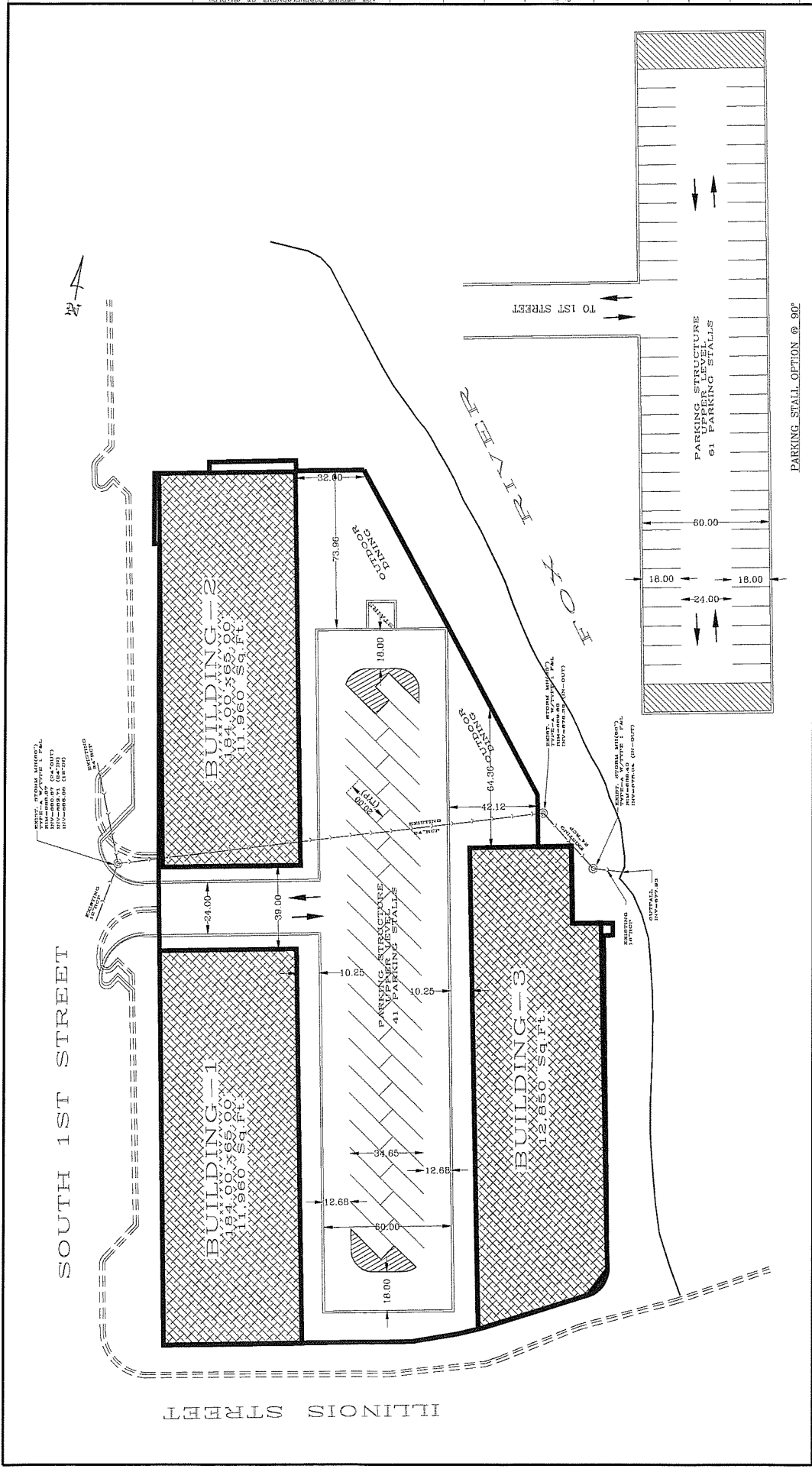
Amortization 25 years

Maturity: 3 years

Collateral: Same as above

This term sheet is not intended to include all conditions, but a general idea of the terms of the loan. This information is provided to borrower for projection purposes. Bank has not received any financial information to underwrite request. Rates are what we would offer, today.

Any questions, please call Jim Duncan, (314) 571-5610



PARKING:

PARKING STRUCTURE: 61 STALLS
 UPPER LEVEL: 41 STALLS
 LOWER LEVEL: 20 STALLS
 TOTAL: 61 STALLS
 UNDEVELOPED: 0 STALLS
 TOTAL: 61 STALLS

HEADINGS/DIM'S:

	1st FLOOR	2nd FLOOR	3rd FLOOR	4th FLOOR	5th FLOOR
BUILDING 1	4,780 BENCHMARK UNITS	4,780 BENCHMARK UNITS	4,780 BENCHMARK UNITS	4,780 BENCHMARK UNITS	4,780 BENCHMARK UNITS
BUILDING 2	4,780 BENCHMARK UNITS	4,780 BENCHMARK UNITS	4,780 BENCHMARK UNITS	4,780 BENCHMARK UNITS	4,780 BENCHMARK UNITS
BUILDING 3	4,780 BENCHMARK UNITS	4,780 BENCHMARK UNITS	4,780 BENCHMARK UNITS	4,780 BENCHMARK UNITS	4,780 BENCHMARK UNITS
TOTAL	14,340 BENCHMARK UNITS	14,340 BENCHMARK UNITS	14,340 BENCHMARK UNITS	14,340 BENCHMARK UNITS	14,340 BENCHMARK UNITS
DEVELOPED	14,340 BENCHMARK UNITS	14,340 BENCHMARK UNITS	14,340 BENCHMARK UNITS	14,340 BENCHMARK UNITS	14,340 BENCHMARK UNITS
UNDEVELOPED	0 BENCHMARK UNITS	0 BENCHMARK UNITS	0 BENCHMARK UNITS	0 BENCHMARK UNITS	0 BENCHMARK UNITS
TOTAL	14,340 BENCHMARK UNITS	14,340 BENCHMARK UNITS	14,340 BENCHMARK UNITS	14,340 BENCHMARK UNITS	14,340 BENCHMARK UNITS

OCTOBER 10, 2013