

AGENDA
ST. CHARLES CITY COUNCIL MEETING
RAYMOND P. ROGINA, MAYOR
MONDAY, MARCH 2, 2015 – 7:00 P.M.
CITY COUNCIL CHAMBERS
2 E. MAIN STREET

1. **Call to Order.**
2. **Roll Call.**
3. **Invocation.**
4. **Pledge of Allegiance.**
5. **Presentations:**
 - Proclamation declaring April 12 – 18 as the Week of the Young Child™.
 - Presentation by Mr. Michael Worthington from the Center for Public Safety Excellence, designating Fire Chief Joe Schelstreet a Chief Fire Officer (CFO).
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 February 17, 2015.
- *8. Motion to approve and authorize issuance of vouchers from the Expenditure Approval List for the periods of 2/2/2015 – 2/15/2015 in the amount of \$1,605,588.15.

I. New Business

- A. Presentation of a recommendation by Mayor Rogina to appoint Mr. John E. Glenn to the St. Charles Housing Commission.
- B. Motion to approve an **Ordinance** Authorizing the Disposal of Computers and other Electronic Equipment for the Calendar Year 2015.

II. Committee Reports

- A. **Government Operations**
None
- B. **Government Services**
 - *1. Motion to accept and place on file the Minutes of the January 26, 2015, Government Services Committee Meeting.

- *2. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to Approve a Request for Funding for the 2015 Annual St. Charles Riverwalk: Fox Tales & Trails.
- *3. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to Approve a Contract with Raise-Rite for Sidewalk Maintenance.
- *4. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to Approve a Contract with Safe Step for Sidewalk Maintenance.
- *5. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to Approve a Contract with Clarke Mosquito for the 2015 Mosquito Abatement Program.
- *6. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to Approve a Contract with DuKane Services for Janitorial Services.
- *7. Motion to approve the City of St. Charles Bridge Closure Policy.
- *8. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to Approve a Local Agency Agreement for Federal Participation with IDOT for the Peck Road Resurfacing Project.
- *9. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to Approve a Construction Services Agreement with Wills Burke Kelsey Associates for the Peck Road Resurfacing Project.
- *10. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to Approve a Construction Service Agreement with Wills Burke Kelsey Associates for River Wall Replacement Concepts.
- *11. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to Approve a Purchase Order to Marc Kresmery Construction, LLC for the Installation of an Oil Containment System at the Peck Road Substation.
- *12. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to Issue a Purchase Order to SPX Transformer Solutions for Substation Transformer Load Tap Changer Maintenance.
- *13. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to Approve the Purchase of Personal Protective Equipment from Air One Equipment Incorporated.
- 14. Motion to approve an **Ordinance** Amending Title 5, Entitled " Business Licenses and Regulations" Chapter 5.08 "Alcoholic Beverages" of the St. Charles Municipal Code.
- 15. Motion to approve an **Ordinance** Amending Title 9 Entitled "Public Peace, Morals and Welfare", Chapter 9.09 "Fighting" of the St. Charles Municipal Code.
- 16. Motion to approve an **Ordinance** Amending Title 9 Entitled "Public Peace, Morals and Welfare", Chapter 9.16 "Profanity – Indecent Conduct" of the St. Charles Municipal Code.
- 17. Motion to approve an **Ordinance** Amending Title 9, Entitled "Public Peace Morals and Welfare", Chapter 9.20 "Disorderly Conduct" of the St. Charles Municipal Code.
- 18. Motion to approve an **Ordinance** Amending Title 9, Entitled "Public Peace, Morals and Welfare", Chapter 9.65 "Administrative Adjudication" of the St. Charles Municipal Code

C. **Planning and Development**

- *1. Motion to accept and place on file Plan Commission Resolution 18-2014 A Resolution Recommending Approval of a PUD Preliminary Plan for First Street Redevelopment PUD-Phase 3 (First Street Development II, LLC).

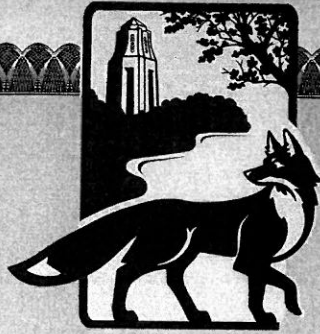
- *2. Motion to Approve an **Ordinance** Granting Approval of a PUD Preliminary Plan for a portion of Phase 3 of the First Street Redevelopment PUD (Buildings 1, 2, 3 and Parking Deck).
- 3. Motion to approve an **Ordinance** to Approve a Mutual Release, Waiver and Termination Agreement by and Between the City of St. Charles and First Street Development, LLC.
- 4. Motion to approve an **Ordinance** Approving and Authorizing the Execution of the Redevelopment Agreement by and between First Street Development II, LLC and the City of St. Charles, Kane and DuPage Counties, Illinois.
- *5. Motion to accept and place on file minutes of the February 17, 2015 Special Planning & Development Committee.

D. **Executive Session**

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

E. **Additional Items from Mayor, Council, Staff, or Citizens**

F. **Adjournment**



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

Proclamation

WEEK OF THE YOUNG CHILD™

WHEREAS, the City of St. Charles, St. Charles Park District, Community Unit School District 303, St. Charles Library, and all community-based early childhood providers and partners recognize the critical importance of the early childhood years, birth through five years of age; and

WHEREAS, St. Charles is working as a community to continually expand and improve early learning opportunities for all children in order to provide them with a strong early foundation for success in school and in life; and

WHEREAS, civic leaders, educators, family members and all other individuals that influence the lives of young children here in our community of St. Charles deserve thanks and recognition; and

WHEREAS, a focus on the needs of young children and their families support early learning for all young children and are crucial to our children's futures.

NOW THEREFORE, I, Raymond P. Rogina, Mayor of the City of St. Charles, do hereby proclaim **April 12-18, 2015 as the Week of the Young Child™** in St. Charles, Illinois and encourage all citizens to work to make a good investment in our young children living within our community.

SEAL:



Raymond P. Rogina, Mayor

**MINUTES FROM THE MEETING OF THE ST. CHARLES CITY COUNCIL
HELD ON TUESDAY, FEBRUARY 17, 2015 – 7:00 P.M.
CITY COUNCIL CHAMBERS, IN THE CITY COUNCIL CHAMBERS
2 E. MAIN STREET ST. CHARLES, IL 60174**

- 1. Call To Order By Mayor Raymond Rogina At 7:01 P.M.**
- 2. Roll Call.**
Present: Stellato, Silkaitis, Payleitner, Lemke, Turner,
Bancroft, Martin, Krieger, Lewis
Absent: Bessner
- 3. Invocation – Alderman Rita Payleitner**
- 4. Pledge of Allegiance.**
Presented by Boy Scout Pack 165 (Ferson Creek School).
- 5. Presentations:**
 - Recognition of TriCity Chargers – Jr. Pee Wee Level being awarded as National Champions – Head Coach John Golden.
- 6. Motion by Martin, seconded by Krieger to approve the Omnibus Vote.**
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,
Bancroft, Martin, Krieger, Lewis
NAY: 0 ABSENT: Bessner
MOTION CARRIED
- *7. Motion by Martin, seconded by Krieger to accept and place on file minutes of the regular City Council meeting held on February 2, 2015.**
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,
Bancroft, Martin, Krieger, Lewis
NAY: 0 ABSENT: Bessner
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 periods of 01/19/15 – 2/1/2015 in the amount of \$1,594,731.76.**
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,
Bancroft, Martin, Krieger, Lewis
NAY: 0 ABSENT: Bessner
MOTION CARRIED (Omnibus Vote)

I. New Business

- A. Motion by Martin, seconded by Krieger to approve a recommendation by Mayor Rogina to appoint Mr. Larry Maholland to the St. Charles Visitors Cultural Commission.
VOICE VOTE UNANIMOUS MOTION CARRIED
- B. Motion by Stellato, seconded by Silkaitis to approve a **Resolution 2015-16** Abating a Portion of the 2014 Property Tax Heretofore Levied for the City of St. Charles.

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

Chris Minnick

In front of you is a motion to abate a portion of the property tax levy. As the Council will recall you passed a series of abatement resolutions for the property tax levy for the general obligation bond series. Unfortunately, we inadvertently omitted general obligation bond series 2007B from that abatement. The resolution is in the amount of \$143,945. In order to make sure the property tax does get abated and removed from the property tax bills, we do need to pass this resolution this evening. Apologies for the oversight and would be happy to answer any questions.

- C. Motion by Payleitner, seconded by Krieger to approve an **Ordinance 2015-M-4** Approving and adopting the Second Amendment to the First Street TIF Redevelopment Project Area.
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,
Bancroft, Martin, Krieger, Lewis
NAY: 0 ABSENT: Bessner
- D. Motion by Lemke, seconded by Turner to approve an **Ordinance 2015-M-5** Designating the Second Amended First Street Redevelopment Project Area.
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,
Bancroft, Martin, Krieger, Lewis
NAY: 0 ABSENT: Bessner
- E. Motion by Turner, seconded by Bancroft to approve an **Ordinance 2015-M-6** Confirming Tax Increment Financing for the Second Amendment to the First Street TIF Redevelopment Project Area.
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,
Bancroft, Martin, Krieger, Lewis
NAY: 0 ABSENT: Bessner
- F. Motion by Bancroft, seconded by Turner to approve an **Ordinance 2015-M-7** Approving a Tax Increment redevelopment Plan and Redevelopment Project for the Central Downtown TIF.
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,
Bancroft, Martin, Krieger, Lewis
NAY: 0 ABSENT: Bessner
- G. Motion by Martin, seconded by Krieger to approve an **Ordinance 2015-M-8** Designating a Tax Increment Redevelopment Plan and Redevelopment Project for the Central Downtown TIF.
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,
Bancroft, Martin, Krieger, Lewis
NAY: 0 ABSENT: Bessner
- H. Motion by Krieger, seconded by Turner to approve and **Ordinance 2015-M-9** Adopting Tax Increment Redevelopment Plan and Redevelopment Project for the Central Downtown TIF.
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,
Bancroft, Martin, Krieger, Lewis
NAY: 0 ABSENT: Bessner

II. Committee Reports

A. Government Operations

- *1. Motion by Martin, seconded by Krieger to accept and place on file minutes of the February 2, 2015 Government Operations Committee meeting.
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,
Bancroft, Martin, Krieger, Lewis
NAY: 0 ABSENT: Bessner
MOTION CARRIED (Omnibus Vote)
- *2. Motion by Martin, seconded by Krieger to approve a proposal with Sikich LLP to perform the City's Financial Statement Audits for Fiscal Years 2015 through 2017.
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,
Bancroft, Martin, Krieger, Lewis
NAY: 0 ABSENT: Bessner
MOTION CARRIED (Omnibus Vote)
- *3. Motion by Martin, seconded by Krieger to approve an **Ordinance 2015-M-10** Amending Title 2, Chapter 2.24 "Board of Fire and Police Commissioners," Section 2.24.040 "Powers and Duties," and Section 2.24.060 "Rules and Regulations" of the St. Charles Municipal Code.
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,
Bancroft, Martin, Krieger, Lewis
NAY: 0 ABSENT: Bessner
MOTION CARRIED (Omnibus Vote)

B. Government Services

None.

C. Planning and Development

- *1. Motion by Martin, seconded by Krieger to accept and place on file Plan Commission Resolution 1-2015 A Resolution Recommending Approval of a Map Amendment from RT-4 Traditional Single and Two Family Residential District to CBD-2 Mixed Use Business District, Special Use to Amend PUD Ordinance 2007-Z-4 and PUD Preliminary Plan for Heritage Green (Foxwood Square PUD, 309 S. 6th Ave.).
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,
Bancroft, Martin, Krieger, Lewis
NAY: 0 ABSENT: Bessner
MOTION CARRIED (Omnibus Vote)
- *2. Motion by Martin, seconded by Krieger to approve an Ordinance 2015-Z-3 Granting Approval of a Map Amendment, Amendment to Special Use for Planned Unit Development and PUD Preliminary Plan for Heritage Green (Foxwood Square PUD, 309 S. 6th Ave.).
ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,
Bancroft, Martin, Krieger, Lewis
NAY: 0 ABSENT: Bessner
MOTION CARRIED (Omnibus Vote)
- *3. Motion by Martin, seconded by Krieger to accept and place on file Plan Commission Resolution 2-2015 A Resolution Recommending Approval of an Application for a Special

Use for a Drive-Through Facility for 1566 E. Main Street, Dunkin' Donuts (Kolbrook Design, Inc.).

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,
Bancroft, Martin, Krieger, Lewis

NAY: 0 ABSENT: Bessner

MOTION CARRIED (Omnibus Vote)

- *4. Motion by Martin, seconded by Krieger to approve an Ordinance 2015-Z-4 Granting Approval of Special Use for a Drive-Through Facility (1566 E. Main St. – Dunkin' Donuts).

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,
Bancroft, Martin, Krieger, Lewis

NAY: 0 ABSENT: Bessner

MOTION CARRIED (Omnibus Vote)

- *5. Motion by Martin, seconded by Krieger to approve an Ordinance 2015-M-11 Amending Title 15 "Building and Construction" Section "Permit and Inspection Fees" of the St. Charles Municipal Code.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,
Bancroft, Martin, Krieger, Lewis

NAY: 0 ABSENT: Bessner

MOTION CARRIED (Omnibus Vote)

- *6. Motion by Martin, seconded by Krieger to approve an Ordinance 2015-M-12 Amending Title 15 of the St. Charles Municipal Code, Entitled "Building Construction", Chapter 12.101 Administration, Enforcement, Fees, and Penalties, Section 15.101.50 "Permit and Inspection Fees".

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,
Bancroft, Martin, Krieger, Lewis

NAY: 0 ABSENT: Bessner

MOTION CARRIED (Omnibus Vote)

- *7. Motion by Martin, seconded by Krieger to accept and place on file minutes of the February 9, 2015 Planning & Development Committee.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,
Bancroft, Martin, Krieger, Lewis

NAY: 0 ABSENT: Bessner

MOTION CARRIED (Omnibus Vote)

D. No Executive Session

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

Tony Scheufler - Bend General Store

I wanted to let you know that I am in favor of the first street development project. It's very exciting that its gotten jump-started. My current business is the first of a few businesses that we plan on doing. We have our eyes on First Street. It is very exciting this development. Just wanted to put my two cents in that we are hoping that it moves forward.

James Peteric, JP Jewelers

I appreciate this opportunity to speak to you. It is important to any business owner in downtown St. Charles. I am a fine jeweler; I feel our downtown businesses are the precious gems of our City. I feel it is imperative that the First Street project moves forward and it completed as soon as possible. We have been waiting for some time now. Once it goes in it will take some time; therefore it's imperative that we move forward. The time is now to get going to make our City a wonderful dining and shopping experience for all to enjoy.

Mayor Rogina

Next week is Restaurant Week! Please take advantage.

F. Adjournment

Motion By Turner, seconded by Bancroft, to adjourn meeting

VOICE VOTE

UNANIMOUS

MOTION CARRIED

Meeting adjourned at 7:25 P.M.

Nancy Garrison, City Clerk

CERTIFIED TO BE A TRUE COPY OF ORIGINAL

Nancy Garrison, City Clerk

2/20/2015

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

2/2/2015 - 2/15/2015

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
114	DG HARDWARE					
		79919	22.11	02/05/2015	61125/F	MISC HARDWARE/SUPPLIES
		79919	8.09	02/05/2015	61132/F	JOINT COMPOUND
		79919	13.47	02/12/2015	61190/F	CORNER BRACE
		79919	44.91	02/12/2015	61221/F	CORNER BRACE FOR MAILBOXES
		79919	17.53	02/12/2015	61236/F	MISC HARDWARE/SUPPLIES
	DG HARDWARE Total		<u>106.11</u>			
139	AFLAC					
			15.42	02/06/2015	ACAN150206134753HR	AFLAC Cancer Insurance
			24.92	02/06/2015	ACAN150206134753IS	AFLAC Cancer Insurance
			181.28	02/06/2015	ACAN150206134753PD	AFLAC Cancer Insurance
			108.29	02/06/2015	ACAN150206134753PW	AFLAC Cancer Insurance
			25.20	02/06/2015	ADIS150206134753FD	AFLAC Disability and STD
			26.21	02/06/2015	ADIS150206134753FN	AFLAC Disability and STD
			174.45	02/06/2015	ADIS150206134753PD	AFLAC Disability and STD
			54.23	02/06/2015	ADIS150206134753PW	AFLAC Disability and STD
			8.10	02/06/2015	AHIC150206134753FD	AFLAC Hospital Intensive Care
			19.44	02/06/2015	AHIC150206134753PD	AFLAC Hospital Intensive Care
			55.90	02/06/2015	AHIC150206134753PW	AFLAC Hospital Intensive Care
			27.89	02/06/2015	APAC150206134753FD	AFLAC Personal Accident
			16.32	02/06/2015	APAC150206134753FN	AFLAC Personal Accident
			102.08	02/06/2015	APAC150206134753PD	AFLAC Personal Accident
			16.20	02/06/2015	APAC150206134753PW	AFLAC Personal Accident
			13.57	02/06/2015	ASPE150206134753FN	AFLAC Specified Event (PRP)
			32.46	02/06/2015	ASPE150206134753PD	AFLAC Specified Event (PRP)
			17.04	02/06/2015	ASPE150206134753PW	AFLAC Specified Event (PRP)
			60.90	02/06/2015	AVOL150206134753FN	AFLAC Voluntary Indemnity
			158.49	02/06/2015	AVOL150206134753PD	AFLAC Voluntary Indemnity
			21.46	02/06/2015	AVOL150206134753PW	AFLAC Voluntary Indemnity
	AFLAC Total		<u>1,159.85</u>			
145	AIR ONE EQUIPMENT INC					
		79626	252.25	02/05/2015	100798	FIRE DEPT UNIFORMS

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	AIR ONE EQUIPMENT INC Total		<u>252.25</u>			
150	A LAMP CONCRETE					
		80587	-377,620.95	02/05/2015	14830	PROJECT BILLING PARKING LOT
		80587	-377,620.95	02/05/2015	14830	PROJECT BILLING PARKING LOT
			377,620.95	02/05/2015	14830ADJ	REVERSE VOIDED INVOICE 14830
			-377,620.95	02/12/2015	14830ADJ-A	CORRECT 14830ADJ ADJUSTMENT
		80587	377,620.95	02/12/2015	14830ADJ-A-ADJ	FIXING INVOICE 14830 ADJ A ADJ
	A LAMP CONCRETE Total		<u>-377,620.95</u>			
156	A L EQUIPMENT COMPANY INC					
		81396	-9,825.70	02/05/2015	165691	RENEAUX MANOR LIFT STATION
		81396	-9,825.70	02/05/2015	165691	RENEAUX MANOR LIFT STATION
		81791	9,825.70	02/05/2015	165691ADJ	RENEAUX MANOR LIFT STATION
	A L EQUIPMENT COMPANY INC Total		<u>-9,825.70</u>			
185	AL WARREN OIL CO INC					
		82531	12,785.28	02/05/2015	I0886254	INVENTORY ITEMS
		82570	11,962.08	02/12/2015	I0887362	GASOHOL UNLEADED
		82570	11,962.08	02/12/2015	I0887362	GASOHOL UNLEADED
		82570	-11,962.08	02/12/2015	I0887362	GASOHOL UNLEADED
		82570	-11,962.08	02/12/2015	I0887362	GASOHOL UNLEADED
		82570	11,962.08	02/12/2015	I0887362A	INVENTORY ITEMS
	AL WARREN OIL CO INC Total		<u>24,747.36</u>			
221	ANDERSON PEST CONTROL					
			518.70	02/02/2015	3229634	MONTHLY BILLING FEBRUARY 201
	ANDERSON PEST CONTROL Total		<u>518.70</u>			
229	ANTHONY ROOFING LTD					
		82590	682.00	02/12/2015	SI10993	REPAIR FS 1 ROOF
	ANTHONY ROOFING LTD Total		<u>682.00</u>			
233	AMERICAN PLANNING ASSOCIATION					
			660.00	02/05/2015	083724-1514	RITA-IL CHAPTER-AICP MBRSHPS
	AMERICAN PLANNING ASSOCIATION Total		<u>660.00</u>			
250	ARCHON CONSTRUCTION CO					
		82776	1,076.66	02/12/2015	14-400F	EMERGENCY BORE 994 N 5TH AVE
	ARCHON CONSTRUCTION CO Total		<u>1,076.66</u>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
272	ASK ENTERPRISES & SON INC					
		82569	1,150.00	02/12/2015	22844	WIRE AAC 750 MCM
		82197	410.00	02/05/2015	22845	INVENTORY ITEMS
		82428	243.30	02/12/2015	22846	INVENTORY ITEMS
		82487	125.00	02/12/2015	22847	INVENTORY ITEMS
	ASK ENTERPRISES & SON INC Total		<u><u>1,928.30</u></u>			
279	ATLAS CORP & NOTARY SUPPLY CO					
			19.90	02/12/2015	440324	K SCHULT
	ATLAS CORP & NOTARY SUPPLY CO Total		<u><u>19.90</u></u>			
289	AURORA AREA SPRINGS					
		82584	239.76	02/05/2015	054013	ALIGNMENT V#1828 RO#51585
	AURORA AREA SPRINGS Total		<u><u>239.76</u></u>			
298	AWARDS CONCEPTS					
		79669	97.00	02/12/2015	I0348428	F LOPEZ
		79669	128.54	02/12/2015	I0349744	G LONG
		79669	384.85	02/12/2015	I0349849	S SCHABEN
	AWARDS CONCEPTS Total		<u><u>610.39</u></u>			
305	BADGER METER INC					
		82488	6,635.81	02/12/2015	1030238	INVENTORY ITEMS
	BADGER METER INC Total		<u><u>6,635.81</u></u>			
313	BARRICADE LITES INC					
		82571	789.25	02/12/2015	1500241	BARRICADE FLASHER W BATTERY
	BARRICADE LITES INC Total		<u><u>789.25</u></u>			
328	TIMOTHY BEAM					
			21.30	02/12/2015	021815	PER DIEM 2-18-15
	TIMOTHY BEAM Total		<u><u>21.30</u></u>			
333	RYAN BEETER					
			21.30	02/12/2015	021815	PER DIEM 2-18-15
	RYAN BEETER Total		<u><u>21.30</u></u>			
362	BLACKMESH INC					
		82544	5,640.00	02/05/2015	INV-1122-23591	MANAGED VPS THRU JAN 2016
	BLACKMESH INC Total		<u><u>5,640.00</u></u>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
372	BLUFF CITY MATERIALS					
		81369	259.00	02/05/2015	363069	DUMPING CHARGES
		81369	37.00	02/05/2015	363133	MIXED LOAD
	BLUFF CITY MATERIALS Total		<u>296.00</u>			
432	CAPITAL FITNESS INC					
			13,246.76	02/05/2015	012915	ESCROW XSPORT CAR WASH
	CAPITAL FITNESS INC Total		<u>13,246.76</u>			
467	PAHCS II					
			977.96	02/12/2015	165325-165448	JAN 2015 POST OFFER TEST
	PAHCS II Total		<u>977.96</u>			
473	AT&T MOBILITY					
			19.09	02/12/2015	287258511326X02012015	SVCS 12-24 THRU 1-23-15
	AT&T MOBILITY Total		<u>19.09</u>			
491	CHADS TOWING & RECOVERY INC					
		79532	50.00	02/05/2015	48848	POLICE DEPT TOWING
		79532	140.00	02/05/2015	49032	POLICE DEPT TOWING
		79532	50.00	02/05/2015	49437	TOWING - SQUAD 26
	CHADS TOWING & RECOVERY INC Total		<u>240.00</u>			
495	CHICAGO TITLE INSURANCE CO					
		82764	1,059.00	02/12/2015	008947815	50 S FIRST ST - DEED
	CHICAGO TITLE INSURANCE CO Total		<u>1,059.00</u>			
512	NORTHWEST NEWS GROUP					
		82797	898.80	02/12/2015	130061-0115	MONTHLY BILLING JANUARY 2015
		79851	850.80	02/12/2015	130061-0115A	MONTHLY BILLING JANUARY 2015
	NORTHWEST NEWS GROUP Total		<u>1,749.60</u>			
517	CINTAS CORPORATION					
		79548	61.45	02/05/2015	344158002	UNIFORM SVC
		79548	61.45	02/12/2015	344161400	UNIFORM SERVICE
	CINTAS CORPORATION Total		<u>122.90</u>			
521	CITY LIGHTING PRODUCTS CO					
		82489	7.72	02/05/2015	5818770	INVENTORY ITEMS
	CITY LIGHTING PRODUCTS CO Total		<u>7.72</u>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
525	RICH CLARK		21.30	02/12/2015	021815	PER DIEM 2-18-15
	RICH CLARK Total		<u>21.30</u>			
530	CLEAN SWEEP ENVIRONMENTAL INC	81924	2,160.00	02/05/2015	13008	SNOW REMOVAL 1/15/15
	CLEAN SWEEP ENVIRONMENTAL INC Total		<u>2,160.00</u>			
550	COLE PARMER INSTRUMENT COMPANY	82465	107.01	02/05/2015	9121826	THERMOMETER CALIBRATION
	COLE PARMER INSTRUMENT COMPANY Total		<u>107.01</u>			
561	COMBINED CHARITIES CAMPAIGN		45.00	02/06/2015	CCCA150206134753FN	Combined Charities Campaign
			8.00	02/06/2015	CCCA150206134753HR	Combined Charities Campaign
			15.00	02/06/2015	CCCA150206134753IS	Combined Charities Campaign
			30.00	02/06/2015	CCCA150206134753PD	Combined Charities Campaign
			2.77	02/06/2015	CCCA150206134753PW	Combined Charities Campaign
	COMBINED CHARITIES CAMPAIGN Total		<u>100.77</u>			
563	CDW GOVERNMENT INC	82560	7,562.48	02/05/2015	RX98684	LASERFICHE SQL SERVER
		82615	202.80	02/12/2015	SB94676	SEAGATE BACKUP USB
		82596	1,726.41	02/12/2015	SD24780	MAGICARD RIO PRO PRINTER
	CDW GOVERNMENT INC Total		<u>9,491.69</u>			
564	COMCAST OF CHICAGO INC		13.93	02/05/2015	012515CH	SVCS 2-7 THRU 3-6-15
			28.51	02/05/2015	012515FD	SVCS 2-7 THRU 3-6-15
			43.92	02/05/2015	012715PW	SVCS 2-7 THRU 3-6-15 XTRA BXS
			346.85	02/12/2015	012815	SVCS 1-28 THRU 2-27-15
	COMCAST OF CHICAGO INC Total		<u>433.21</u>			
579	COMMUNICATIONS DIRECT INC	82450	154.65	02/05/2015	SR106445	INVENTORY ITEMS
		82451	744.80	02/05/2015	SR106446	LABOR AND PARTS
	COMMUNICATIONS DIRECT INC Total		<u>899.45</u>			
642	CUSTOM WELDING & FAB INC	82474	1,361.20	02/05/2015	150008	FABRICATE VEH 192 AND 193
		79558	312.55	02/12/2015	150012	CUSTOM BRACKET TRUCK 1962

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	CUSTOM WELDING & FAB INC Total		<u>1,673.75</u>			
646	PADDOCK PUBLICATIONS INC		81.00	02/05/2015	266151-4-15	SUBSCRIPTION THRU 4-18-15
	PADDOCK PUBLICATIONS INC Total		<u>81.00</u>			
666	DECKER SUPPLY CO INC	82338	442.25	02/12/2015	885510	INVENTORY ITEMS
	DECKER SUPPLY CO INC Total		<u>442.25</u>			
767	EAGLE ENGRAVING INC	79520	23.00	02/12/2015	2015-209	POLICE DEPT ENGRAVING
		79520	137.00	02/12/2015	2015-212	POLICE DEPT ENGRAVING
	EAGLE ENGRAVING INC Total		<u>160.00</u>			
776	HD SUPPLY WATERWORKS	82490	774.00	02/12/2015	D435453	INVENTORY ITEMS
		82272	799.00	02/12/2015	D469422	MAGNETIC LOCATOR
		82723	168.00	02/12/2015	D530756	INVENTORY ITEMS
	HD SUPPLY WATERWORKS Total		<u>1,741.00</u>			
789	HD SUPPLY POWER SOLUTIONS LTD	82088	702.00	02/12/2015	2730017-01	INVENTORY ITEMS
		82455	250.53	02/12/2015	2753151-00	OHIO BRASS ARRESTER
		82572	299.00	02/12/2015	2767371-00	INVENTORY ITEMS
		82714	1,771.50	02/05/2015	2778807-00	INVENTORY ITEMS
	HD SUPPLY POWER SOLUTIONS LTD Total		<u>3,023.03</u>			
790	ELGIN PAPER CO	82340	2,503.00	02/12/2015	574109	INVENTORY ITEMS
	ELGIN PAPER CO Total		<u>2,503.00</u>			
815	ENGINEERING ENTERPRISES INC	76065	5,723.47	02/12/2015	55730	PROJECT BILLING THRU 12/20/14
		80724	121.50	02/12/2015	55731	PROJECT BILLING THRU 12/20/14
	ENGINEERING ENTERPRISES INC Total		<u>5,844.97</u>			
826	BORDER STATES		-477.00	02/05/2015	908679402	RETURNED PRODUCT INV 9085744
		82491	2,234.95	02/05/2015	908716865	INVENTORY ITEMS

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	BORDER STATES Total		<u>1,757.95</u>			
833	E&T GLASS & MIRROR	82332	278.00	02/05/2015	A0090308	REPLACEMENT GLASS - CH
	E&T GLASS & MIRROR Total		<u>278.00</u>			
857	FEDERAL PACIFIC	82248	27,040.00	02/12/2015	559822-FPT	INVENTORY ITEMS
	FEDERAL PACIFIC Total		<u>27,040.00</u>			
858	FEDERAL EXPRESS CORP		30.93	02/05/2015	2-921-24774	SHIPPING 1-23-15
	FEDERAL EXPRESS CORP Total		<u>30.93</u>			
859	FEECE OIL CO	82597	690.28	02/05/2015	3341097	INVENTORY ITEMS
	FEECE OIL CO Total		<u>690.28</u>			
870	FIRE PENSION FUND		299.98	02/06/2015	FP1%150206134753FD	Fire Pension 1% Fee
			777.11	02/06/2015	FRP2150206134753FD	Fire Pension Tier 2
			15,344.67	02/06/2015	FRPN150206134753FD	Fire Pension
	FIRE PENSION FUND Total		<u>16,421.76</u>			
876	FIRST ENVIRONMENTAL LAB INC	79586	369.00	02/05/2015	119041	CHEMICAL TESTING SERVICES
	FIRST ENVIRONMENTAL LAB INC Total		<u>369.00</u>			
891	FLEET SAFETY SUPPLY	82522	925.66	02/05/2015	62028	INVENTORY ITEMS
		82591	33.53	02/12/2015	62044	CHECK VALVE FLEET DEPT
	FLEET SAFETY SUPPLY Total		<u>959.19</u>			
892	FLINT TRADING INC	82628	601.64	02/12/2015	179298	MANHOLE RINGS
	FLINT TRADING INC Total		<u>601.64</u>			
903	MARGARET FORSTER		10,824.44	02/12/2015	020915	EXCESS DEFERRAL ON 457
	MARGARET FORSTER Total		<u>10,824.44</u>			

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914	FOX VALLEY OPERATORS ASSN		20.00	02/05/2015	013015MB	MBRSHR RENEWAL = M BURNETT
	FOX VALLEY OPERATORS ASSN Total		<u>20.00</u>			
944	GALLS AN ARAMARK COMPANY					
		79535	16.33	02/05/2015	002993459	POLICE DEPT UNIFORMS
		79535	69.00	02/05/2015	002993466	POLICE DEPT UNIFORMS
	GALLS AN ARAMARK COMPANY Total		<u>85.33</u>			
956	CITY OF GENEVA					
		79691	127,240.00	02/12/2015	2015-00060034	TRI COM SVCS
	CITY OF GENEVA Total		<u>127,240.00</u>			
990	WESLEY GOSSER					
			1,069.92	02/05/2015	020515	WORKOUT EQUIPMENT
	WESLEY GOSSER Total		<u>1,069.92</u>			
1006	ST CHARLES CONVENTION					
			48,750.00	02/05/2015	VCCGRE123114	HTL TX DSBRSMT DEC 2014
	ST CHARLES CONVENTION Total		<u>48,750.00</u>			
1026	HACH COMPANY					
		82526	978.27	02/05/2015	9195025	INVENTORY ITEMS
	HACH COMPANY Total		<u>978.27</u>			
1036	HARRIS BANK NA					
			1,365.00	02/06/2015	UNF 150206134753FD (	Union Dues - IAFF
	HARRIS BANK NA Total		<u>1,365.00</u>			
1067	BRIAN HERRMANN					
			66.00	02/05/2015	031215	MEALS IAFSM 3-12-15
	BRIAN HERRMANN Total		<u>66.00</u>			
1089	ARENDS HOGAN WALKER LLC					
		82493	53.30	02/12/2015	616439/616449	INVENTORY ITEMS
	ARENDS HOGAN WALKER LLC Total		<u>53.30</u>			
1104	HOVING PIT STOP INC					
		79522	175.00	02/12/2015	102368	SVC 12-26 THRU 1-22-15
	HOVING PIT STOP INC Total		<u>175.00</u>			

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1109	H2O TOWERS LLC		-31.01	02/05/2015	420931804000	RETURN PRODUCT POLICE DEPT
			31.01	02/05/2015	D-420931804000	REVERSE CREDIT-WRONG VENDC
	H2O TOWERS LLC Total		0.00			
1113	HUFF & HUFF INC	82036	4,999.18	02/12/2015	0698465	SVCS THRU 1-23-15
	HUFF & HUFF INC Total		4,999.18			
1127	INTERNATIONAL ASSOCIATION OF		209.00	02/12/2015	58323-15	MBRSHIP - K CHRISTENSEN
	INTERNATIONAL ASSOCIATION OF Total		209.00			
1133	IBEW LOCAL 196		154.18	02/06/2015	UNE 150206134753PW	Union Due - IBEW
			617.40	02/06/2015	UNEW150206134753PW	Union Due - IBEW - percent
	IBEW LOCAL 196 Total		771.58			
1136	ICMA RETIREMENT CORP		341.80	02/06/2015	020615	ICMA PAYROLL PLAN 109830
			140.29	02/06/2015	C401150206134753CA (	401A Savings Plan Company
			474.74	02/06/2015	C401150206134753CD (	401A Savings Plan Company
			430.46	02/06/2015	C401150206134753FD (	401A Savings Plan Company
			473.64	02/06/2015	C401150206134753FN (	401A Savings Plan Company
			223.53	02/06/2015	C401150206134753HR (	401A Savings Plan Company
			334.15	02/06/2015	C401150206134753IS 0	401A Savings Plan Company
			672.02	02/06/2015	C401150206134753PD (	401A Savings Plan Company
			695.45	02/06/2015	C401150206134753PW	401A Savings Plan Company
			140.29	02/06/2015	E401150206134753CA (	401A Savings Plan Employee
			484.85	02/06/2015	E401150206134753CD (	401A Savings Plan Employee
			430.46	02/06/2015	E401150206134753FD (	401A Savings Plan Employee
			502.16	02/06/2015	E401150206134753FN (	401A Savings Plan Employee
			223.53	02/06/2015	E401150206134753HR (	401A Savings Plan Employee
			334.15	02/06/2015	E401150206134753IS 0	401A Savings Plan Employee
			672.02	02/06/2015	E401150206134753PD (	401A Savings Plan Employee
			656.82	02/06/2015	E401150206134753PW (	401A Savings Plan Employee
			1,346.15	02/06/2015	ICMA150206134753CA (	ICMA Deductions - Dollar Amt
			1,658.00	02/06/2015	ICMA150206134753CD (	ICMA Deductions - Dollar Amt
			1,525.00	02/06/2015	ICMA150206134753FD (ICMA Deductions - Dollar Amt
			1,292.31	02/06/2015	ICMA150206134753FN (ICMA Deductions - Dollar Amt

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			770.00	02/06/2015	ICMA150206134753HR	ICMA Deductions - Dollar Amt
			150.00	02/06/2015	ICMA150206134753IS	ICMA Deductions - Dollar Amt
			10,652.71	02/06/2015	ICMA150206134753PD	ICMA Deductions - Dollar Amt
			5,323.47	02/06/2015	ICMA150206134753PW	ICMA Deductions - Dollar Amt
			207.40	02/06/2015	ICMP150206134753CA	ICMA Deductions - Percent
			413.84	02/06/2015	ICMP150206134753CD	ICMA Deductions - Percent
			1,793.06	02/06/2015	ICMP150206134753FD	ICMA Deductions - Percent
			692.46	02/06/2015	ICMP150206134753FN	ICMA Deductions - Percent
			1,518.31	02/06/2015	ICMP150206134753IS	ICMA Deductions - Percent
			1,414.43	02/06/2015	ICMP150206134753PD	ICMA Deductions - Percent
			1,524.21	02/06/2015	ICMP150206134753PW	ICMA Deductions - Percent
			125.00	02/06/2015	ROTH150206134753FD	Roth IRA Deduction
			292.30	02/06/2015	ROTH150206134753HR	Roth IRA Deduction
			415.00	02/06/2015	ROTH150206134753PD	Roth IRA Deduction
			576.67	02/06/2015	ROTH150206134753PW	Roth IRA Deduction
			10.00	02/06/2015	RTHA150206134753CD	Roth 457 - Dollar Amount
			50.00	02/06/2015	RTHA150206134753FD	Roth 457 - Dollar Amount
			60.00	02/06/2015	RTHA150206134753HR	Roth 457 - Dollar Amount
			1,325.94	02/06/2015	RTHA150206134753IS	Roth 457 - Dollar Amount
			1,022.31	02/06/2015	RTHA150206134753PW	Roth 457 - Dollar Amount
			136.42	02/06/2015	RTHP150206134753FD	Roth 457 - Percent
			85.70	02/06/2015	RTHP150206134753PD	Roth 457 - Percent
			25.58	02/06/2015	RTHP150206134753PW	Roth 457 - Percent
	ICMA RETIREMENT CORP Total		41,636.63			
1149	ILLINOIS ENVIRONMENTAL					
			174,210.57	02/09/2015	L172344-07	DEBT SERVICE PRJ L17-2344
			254,789.52	02/09/2015	L174716-1	DEBT SERVICE PRJ L17-4716
	ILLINOIS ENVIRONMENTAL Total		429,000.09			
1163	ILLINOIS FOX VALLEY SHRM					
			40.00	02/05/2015	021915	MTG 2-19-15 K LAMKIN-D BROGAN
	ILLINOIS FOX VALLEY SHRM Total		40.00			
1168	IL FIRE INSPECTORS ASSOC					
		82645	95.00	02/12/2015	16718	MEMBERSHIP CHRISTENSEN/BYRI
		82644	325.00	02/12/2015	16723	J KESSLER FEB CLASSES
	IL FIRE INSPECTORS ASSOC Total		420.00			
1170	ILLINOIS PAPER AND COPIER CO					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		82495	1,140.00	02/12/2015	IN144679	INVENTORY ITEMS
	ILLINOIS PAPER AND COPIER CO Total		1,140.00			
1175	MARBERRY CLEANERS &	81958	15.00	02/05/2015	139155	ZIPPER REPAIR
	MARBERRY CLEANERS & Total		15.00			
1180	ILLINOIS FIRE & POLICE		375.00	02/05/2015	013015	MBRSHP RENEWALS
	ILLINOIS FIRE & POLICE Total		375.00			
1199	ILLINOIS PHCC		30.00	02/05/2015	013015SH	ED DAY 3-20-15 = S HERRA
	ILLINOIS PHCC Total		30.00			
1216	INDUSTRIAL SYSTEMS LTD	81286	5,805.00	02/12/2015	19487	THERMAPOINT S
	INDUSTRIAL SYSTEMS LTD Total		5,805.00			
1223	INITIAL IMPRESSIONS EMBROIDERY	80583	8.15	02/12/2015	P53853	ST CHARLES LOGO
		80583	8.35	02/12/2015	P53854	STC ELEC LOGOS
	INITIAL IMPRESSIONS EMBROIDERY Total		16.50			
1258	IPIA		30.00	02/05/2015	013015SH	MBRSHP RENEWAL - S HERRA
	IPIA Total		30.00			
1260	ILLINOIS PUBLIC WORKS MUTUAL		250.00	02/05/2015	1896	STC MEMBERSHIP
	ILLINOIS PUBLIC WORKS MUTUAL Total		250.00			
1275	JAMES D SKAAR LAW OFFICES		50.00	02/12/2015	020415	SVCS RE: 1108 EDWARDS AVE
	JAMES D SKAAR LAW OFFICES Total		50.00			
1325	KANE COUNTY CLERK		11.00	02/05/2015	29434	NOTARY COMMISSION FEE DOBBE
	KANE COUNTY CLERK Total		11.00			
1334	KANE COUNTY ANIMAL CONTROL					

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		79540	375.00	02/12/2015	020215	SVCS JAN 2015
	KANE COUNTY ANIMAL CONTROL Total		<u>375.00</u>			
1381	MARK KOENEN		33.50	02/12/2015	020315	TRAVEL - STATE TOURISM MTG 2-
	MARK KOENEN Total		<u>33.50</u>			
1387	KONICA MINOLTA BUS SOLUTIONS		10.89	02/05/2015	9001091249	THRU 1-18-15
			451.46	02/12/2015	9001103909	SVCS 12-24 THRU 1-23-15
	KONICA MINOLTA BUS SOLUTIONS Total		<u>462.35</u>			
1403	WEST VALLEY GRAPHICS & PRINT					
		82533	99.50	02/05/2015	11501	BUSINESS CARDS = AJ REINEKING
	WEST VALLEY GRAPHICS & PRINT Total		<u>99.50</u>			
1450	LEE JENSEN SALES CO INC					
		82595	339.75	02/12/2015	143812	MAINTENANCE PARTS ELECTRIC I
		82545	1,800.00	02/12/2015	143816	RIPCORD 5HP HONDA
	LEE JENSEN SALES CO INC Total		<u>2,139.75</u>			
1489	LOWES					
		79510	36.55	02/05/2015	01818	MISC SUPPLIES/HARDWARE
		80281	6.27	02/12/2015	02201	WATER DEPT SUPPLIES
		80281	12.78	02/12/2015	02209A	WATER DEPT SUPPLIES
		79696	94.94	02/12/2015	02213A	SHELVING UNITS
		80281	33.80	02/12/2015	02266	MISC SUPPLIES
		80281	4.02	02/12/2015	02268	WATER DEPT SUPPLIES
		79510	53.58	02/05/2015	02405	MISC SUPPLIES PUBLIC SERVICES
		79510	207.99	02/05/2015	02424C	MISC HARDWARE/SUPPLIES
			187.15	02/12/2015	02756B	MISC SUPPLIES
		79510	42.86	02/12/2015	02804D	MISC HARDWARE/SUPPLIES
		82634	74.40	02/12/2015	03351	SILT FENCE
			-187.15	02/12/2015	15704	RETURN INVOICE 02756B
		79660	5.08	02/05/2015	16557	MISC HARDWARE/SUPPLIES
		82587	178.92	02/12/2015	3299	INVENTORY ITEMS
		82496	391.46	02/05/2015	76661	INVENTORY ITEMS
		82573	197.77	02/12/2015	77774	INVENTORY ITEMS
		82587	443.02	02/12/2015	77815	INVENTORY ITEMS
		79801	7.36	02/05/2015	902342	MISC ELECTRIC SUPPLIES

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		79510	21.31	02/05/2015	902695	MISC CHRISTMAS SUPPLIES
		79801	50.67	02/05/2015	902719A	ELECTRIC DEPT SUPPLIES
		79801	32.49	02/05/2015	910786	ELECTRIC DEPT SUPPLIES
		79638	26.56	02/05/2015	915045	HEAVY DUTY TOTE
	LOWES Total		1,921.83			
1530	MARTAM CONSTRUCTION COMPANY					
		79433	8,952.06	02/05/2015	11550	FINAL BILLING FOR PROJECT
	MARTAM CONSTRUCTION COMPANY Total		8,952.06			
1532	MARSHALLS TOWING & RECOVERY					
		79533	230.00	02/05/2015	19476	POLICE DEPT TOWING
		79533	170.00	02/05/2015	19478	POLICE DEPT TOWING
	MARSHALLS TOWING & RECOVERY Total		400.00			
1533	MARC KRESMERY CONSTRUCTION LLC					
		79978	84,792.81	02/09/2015	04278	ROYAL FOX LS PROJECT BILLING
		80109	96,364.50	02/09/2015	04280	ILLINOIS STR SIPHON PROJECT
	MARC KRESMERY CONSTRUCTION LLC Total		181,157.31			
1537	MARTENSON TURF PRODUCTS INC					
		82441	240.00	02/05/2015	47292	EROSION BLANKET
	MARTENSON TURF PRODUCTS INC Total		240.00			
1598	MENARDS INC					
		82627	11.70	02/12/2015	79497	6' CHAMELEON
	MENARDS INC Total		11.70			
1603	METRO WEST COG					
			30.00	02/12/2015	2005	BOARD MTG 1-22-15
	METRO WEST COG Total		30.00			
1613	METROPOLITAN ALLIANCE OF POL					
			880.00	02/06/2015	UNP 150206134753PD (	Union Dues - IMAP
			99.00	02/06/2015	UNPS150206134753PD	Union Dues-Police Sergeants
	METROPOLITAN ALLIANCE OF POL Total		979.00			
1636	MID STATES ORGANIZED CRIME					
			250.00	02/05/2015	13050-21623	2014 MEMBERSHIP GATLIN
	MID STATES ORGANIZED CRIME Total		250.00			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1637	FLEETPRIDE INC					
		79550	1,123.69	02/05/2015	66054880	MISC REPAIR FLEET DEPT
		79550	410.94	02/05/2015	66080657	AD SP AIR DREYER
	FLEETPRIDE INC Total		1,534.63			
1651	MNJ TECHNOLOGIES DIRECT INC					
		82564	437.76	02/05/2015	0003370449	POWERWARE ASY-0529
		82565	32.04	02/05/2015	0003370450	KINGSTON 32GB COMPACT FLASH
		82564	1,147.15	02/05/2015	0003370451	SPLIT PHASE POWER MODULE
		82614	130.27	02/12/2015	0003371544	MICRO BATTERY
		82616	107.18	02/12/2015	0003371545	VARIOUS INK CARTRIDGES
		82616	13.81	02/12/2015	0003371546	MAGENTA INK CARTRIDGE
		82617	2,155.27	02/12/2015	0003371547	LED LCD MONITORS
		82618	1,994.60	02/12/2015	0003372041	CISCO ETHERNET SWITCH
	MNJ TECHNOLOGIES DIRECT INC Total		6,018.08			
1668	FERGUSON ENTERPRISES INC					
		82724	51.03	02/12/2015	1903295	INVENTORY ITEMS
		82728	39.90	02/12/2015	1903319	INVENTORY ITEMS
	FERGUSON ENTERPRISES INC Total		90.93			
1681	MUTUAL AID BOX ALARM SYS IL					
		81243	5.00	02/12/2015	T20001852	TIER 2 CREDENTIALING CARD
	MUTUAL AID BOX ALARM SYS IL Total		5.00			
1704	NCPERS IL IMRF					
			8.00	02/06/2015	NCP2150206134753PD	NCPERS 2
			24.00	02/06/2015	NCP2150206134753PW	NCPERS 2
	NCPERS IL IMRF Total		32.00			
1709	NEOPOST INC					
		79578	1,489.40	02/06/2015	52486372	RENTAL MAINTENANCE THRU APF
	NEOPOST INC Total		1,489.40			
1711	NESTLE WATERS NORTH AMERICA					
		79947	36.36	02/12/2015	05A0122067317	MONTHLY WATER DELIVERY
		79596	24.92	02/12/2015	05A0122067622	MONTHLY WATER DELIVERY
		79603	21.43	02/12/2015	05A0122067713	MONTHLY WATER DELIVERY
		79546	17.94	02/12/2015	05A0122067879	MONTHLY WATER DELIVERY
		79603	14.45	02/12/2015	05A0122068299	MONTHLY WATER DELIVERY

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		79603	26.40	02/12/2015	05A0122069388	MONTHLY WATER DELIVERY
		79603	10.47	02/12/2015	05A0122078116	MONTHLY WATER DELIVERY
		79603	122.70	02/12/2015	05A0122078694	MONTHLY WATER DELIVERY
		79603	30.37	02/12/2015	05A0123426934	MONTHLY WATER DELIVERY
		79603	14.01	02/12/2015	05A0124675604	MONTHLY WATER DELIVERY
		79947	20.49	02/12/2015	05A0125285445	MONTHLY WATER DELIVERY
		79947	20.49	02/12/2015	05A0125285544	MONTHLY WATER DELIVERY
		79947	13.51	02/12/2015	05A0125285577	MONTHLY WATER DELIVERY
		79596	29.73	02/12/2015	05A0125305433	MONTHLY WATER DELIVERY
	NESTLE WATERS NORTH AMERICA Total		403.27			
1724	NICOMM LLC					
		82677	174.50	02/12/2015	2868	DOORBELL REPAIR/SVC CALL
	NICOMM LLC Total		174.50			
1731	CHICAGOLAND THEATER CO INC					
			4,162.50	02/06/2015	VCCREP1014	HTL TX DSBRSMT MAY-OCT 2014
	CHICAGOLAND THEATER CO INC Total		4,162.50			
1737	NORTH EAST MULTI REGIONAL TRNG					
			140.00	02/05/2015	191161	TUTIION 12/10/14
	NORTH EAST MULTI REGIONAL TRNG Total		140.00			
1745	NICOR					
			32.40	02/12/2015	0847 6 FEB 5 2015	MONTHLY BILLING THRU 2/4/15
			234.78	02/12/2015	1000 0 FEB 11 2015	MONTHLY BILLING THRU 2/10/15
			25.95	02/12/2015	1000 2 FEB 11 2015	MONTHLY BILLING THRU 2/10/15
			28.92	02/12/2015	1000 3 FEB 6 2015	MONTHLY BILLING THRU 2/5/15
			422.84	02/12/2015	1000 4 FEB 11 2015	MONTHLY BILLING THRU 2/10/15
			80.30	02/12/2015	1000 8 FEB 11 2015	MOTNHLY BILLING THRU 2/10/15
			82.38	02/12/2015	1968 1 FEB 11 2015	MONTHLY BILLING THRU 2/10/15
			496.02	02/12/2015	2485 8 FEB 9 2015	MONTHLY BILLING THRU 2/6/15
			0.68	02/12/2015	5425 2 FEB 6 2015	MONTHLY BILLING THRU 2/5/15
			81.86	02/12/2015	8642 6 FEB 9 2015	MONTHLY BILLING THRU 2/6/15
	NICOR Total		1,486.13			
1765	NEW WORLD SYSTEMS					
		82305	17,284.00	02/05/2015	039575	SSMA 2-1-15 TO 1-31-16
	NEW WORLD SYSTEMS Total		17,284.00			

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1769	OEI PRODUCTS INC					
		82574	1,639.00	02/05/2015	3958	INVENTORY ITEMS
		82611	197.40	02/12/2015	3968	EYE WASH PRESERVATIVE BOTTL
		82610	156.00	02/12/2015	3969	INVENTORY ITEMS
	OEI PRODUCTS INC Total		<u><u>1,992.40</u></u>			
1797	PACE SUBURBAN BUS					
		80888	3,797.91	02/05/2015	360562	SVCS OCT 2014
	PACE SUBURBAN BUS Total		<u><u>3,797.91</u></u>			
1809	PARTSMaster DIVISION					
		82625	242.50	02/12/2015	20861272	CUTOFF DISCS
	PARTSMaster DIVISION Total		<u><u>242.50</u></u>			
1822	PDC LABORATORIES INC					
		80881	35.00	02/05/2015	790345	TESTING 1-15-15
	PDC LABORATORIES INC Total		<u><u>35.00</u></u>			
1827	PEERLESS ENTERPRISES INC					
		82162	1,337.00	02/05/2015	58009	FENCE WORK 1425 SOUTH AVE
	PEERLESS ENTERPRISES INC Total		<u><u>1,337.00</u></u>			
1861	POLICE PENSION FUND					
			1,700.50	02/06/2015	PLP2150206134753PD	Police Pension Tier 2
			16,992.38	02/06/2015	PLPN150206134753PD	Police Pension
	POLICE PENSION FUND Total		<u><u>18,692.88</u></u>			
1890	LEGAL SHIELD					
			28.98	02/06/2015	PPLS150206134753FD	Pre-Paid Legal Services
			200.02	02/06/2015	PPLS150206134753PD	Pre-Paid Legal Services
			21.06	02/06/2015	PPLS150206134753PW	Pre-Paid Legal Services
	LEGAL SHIELD Total		<u><u>250.06</u></u>			
1898	PRIORITY PRODUCTS INC					
		79553	2.58	02/12/2015	843402	FLEET DEPT SUPPLIES
		79553	9.31	02/12/2015	851638	MISC HARDWARE - FLEET
	PRIORITY PRODUCTS INC Total		<u><u>11.89</u></u>			
1900	PROVIDENT LIFE & ACCIDENT					
			26.76	02/06/2015	POPT150206134753FD	Provident Optional Life

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	PROVIDENT LIFE & ACCIDENT Total		<u>26.76</u>			
1925	QUALITY FASTENERS INC					
		82500	88.60	02/05/2015	17519	INVENTORY ITEMS
		82575	41.40	02/05/2015	17520	INVENTORY ITEMS
	QUALITY FASTENERS INC Total		<u>130.00</u>			
1940	RADCO COMMUNICATIONS INC					
		79528	3,145.81	02/12/2015	80506	SVC UNIT#30,40,43,27,26,28,29
	RADCO COMMUNICATIONS INC Total		<u>3,145.81</u>			
1946	RANDALL PRESSURE SYSTEMS INC					
		81556	72.75	02/12/2015	I-92387-0	BRINE MAKER PARTS
		81556	20.50	02/12/2015	I-92469-0	BRINE MAKER PARTS
		82624	111.88	02/12/2015	I-92594-0	INVENTORY ITEMS
	RANDALL PRESSURE SYSTEMS INC Total		<u>205.13</u>			
1947	RAPID PAC					
		82521	600.00	02/05/2015	92004	INVENTORY ITEMS
		82536	353.00	02/05/2015	92023	STOCK BOXES
	RAPID PAC Total		<u>953.00</u>			
1955	RDD IMAGING INC					
		79654	180.00	02/12/2015	2847	REMANUFACTURED TONERS
	RDD IMAGING INC Total		<u>180.00</u>			
1957	REAL WHEELS					
		82607	56.07	02/12/2015	191870	UNIVERSAL RING FLEET DEPT
	REAL WHEELS Total		<u>56.07</u>			
1993	RENTAL MAX LLC					
		79840	201.90	02/05/2015	74730-3	RENTAL AND FUEL
	RENTAL MAX LLC Total		<u>201.90</u>			
2000	PRESERVATION PARTNERS OF					
			180.00	02/05/2015	022715	AWARDS DINNER - 4 ATTENDEES
	PRESERVATION PARTNERS OF Total		<u>180.00</u>			
2010	RIGGS BROS INC					
		82652	195.00	02/12/2015	121651	LABOR CUSHION COVER

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	RIGGS BROS INC Total		<u>195.00</u>			
2032	POMPS TIRE SERVICE INC					
		79561	239.00	02/05/2015	640028146	SVC UNIT 1962
		79561	194.00	02/12/2015	640028212	FLEET DEPT REPAIR
		79561	430.00	02/12/2015	640028306	UNIT 1871 REPAIR
	POMPS TIRE SERVICE INC Total		<u>863.00</u>			
2037	ROTARY CLUB OF ST CHARLES					
			170.00	02/05/2015	2979	PETER SUHR QTRLY DUES
	ROTARY CLUB OF ST CHARLES Total		<u>170.00</u>			
2064	SANTANNA NATURAL GAS CORP					
			3,261.35	02/05/2015	020115	SVCS MID DEC THRU MID JAN 2015
	SANTANNA NATURAL GAS CORP Total		<u>3,261.35</u>			
2076	ST CHARLES HERITAGE CENTER					
			2,916.66	02/05/2015	VCCSCJ123114	HTL TX DSBRSMT DEC 2014
	ST CHARLES HERITAGE CENTER Total		<u>2,916.66</u>			
2091	SCHOLLMAYER LANDSCAPING INC					
		81923	567.00	02/12/2015	3699	SALTING 1/25/15
	SCHOLLMAYER LANDSCAPING INC Total		<u>567.00</u>			
2102	SEAGRAVE FIRE APPARATUS LLC					
		79564	24.84	02/12/2015	0089433	POWER STEERING GASKET PUMP
		79564	846.00	02/12/2015	0089434	PUMP HYD 11 GAL
	SEAGRAVE FIRE APPARATUS LLC Total		<u>870.84</u>			
2150	SIKICH					
		82535	3,227.38	02/05/2015	205515	STRATEGIC PLANNING BILLING
	SIKICH Total		<u>3,227.38</u>			
2156	SIRCHIE FINGERPRINT LABS					
		82552	291.88	02/05/2015	0192950-IN	MISC SUPPLIES
	SIRCHIE FINGERPRINT LABS Total		<u>291.88</u>			
2157	SISLERS ICE & DAIRY LTD					
		79600	99.00	02/05/2015	165658	MISC ICE DELIVERY
	SISLERS ICE & DAIRY LTD Total		<u>99.00</u>			

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2198	STATE AUTOMATIC HEATING	81537	208.50	02/12/2015	34817	SVC 1-23-15 LIGHT BULBS - 3
	STATE AUTOMATIC HEATING Total		<u>208.50</u>			
2200	STATE TREASURER	80799	9,250.14	02/05/2015	42312	TRAFFIC SIGNAL MAINTENANCE
	STATE TREASURER Total		<u>9,250.14</u>			
2206	STAPLES CONTRACT & COMMERCIAL	82603	10.94	02/12/2015	3255052008	OFFICE SUPPLIES - FINANCE
	STAPLES CONTRACT & COMMERCIAL Total		<u>10.94</u>			
2214	ST CHARLES CHAMBER OF COMMERCE	82739	75.00	02/05/2015	56029	JAN 2015 LEGISLATIVE
	ST CHARLES CHAMBER OF COMMERCE Total		<u>75.00</u>			
2215	ST CHARLES COMMUNITY		1,342.48	02/12/2015	10	SVC RE- PTAB-INTRGVRNMNT AGI
	ST CHARLES COMMUNITY Total		<u>1,342.48</u>			
2229	SOURCE ONE	82503	137.94	02/05/2015	386699	INVENTORY ITEMS
		79601	54.00	02/12/2015	387110	PW OFFICE SUPPLIES
	SOURCE ONE Total		<u>191.94</u>			
2235	STEINER ELECTRIC COMPANY	81339	663.00	02/05/2015	S004817273.004	INVENTORY ITEMS
		81339	299.84	02/05/2015	S004817273.005	INVENTORY ITEMS
		81423	-5,350.43	02/05/2015	S004826665.002	SET UP/FIXTURE
		81423	-5,350.43	02/05/2015	S004826665.002	SET UP/FIXTURE
		81423	5,350.43	02/05/2015	S004826665.002ADJ	ADJUSTMENT
		79962	747.80	02/05/2015	S004866499.001	TRBLSHOOT PUMP DRIVE
		79962	434.00	02/05/2015	S004866499.002	CONTROL BLOCK
		79962	737.60	02/05/2015	S004866499.003	FIELD SVC - NEW SQD PARTS
			-737.60	02/05/2015	S004866499.004	CRED INV#S004866499.003 NO CP
		81911	22.10	02/05/2015	S004871961.006	INVENTORY ITEMS
		81911	419.90	02/05/2015	S004871961.008	INVENTORY ITEMS
		82000	67.05	02/05/2015	S004873773.007	INVENTORY ITEMS
		81725	434.00	02/05/2015	S004881807.002	INVENTORY ITEMS
		82070	297.00	02/05/2015	S004884778.002	INVENTORY ITEMS

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		82200	6.81	02/05/2015	S004893204.001	INVENTORY ITEMS
		79962	131.42	02/05/2015	S004897045.001	FUSES, RELAYS CONTACTS
		82260	1,592.28	02/12/2015	S004909552.002	INVENTORY ITEMS
		82260	981.18	02/12/2015	S004909554.002	INVENTORY ITEMS
		82504	545.93	02/12/2015	S004925742.002	INVENTORY ITEMS
		82576	300.00	02/05/2015	S004925908.001	INVENTORY ITEMS
		82576	756.00	02/12/2015	S004925908.002	INVENTORY ITEMS
		79692	123.96	02/05/2015	S004932399.001	ELE BALLAST 120-277V
		82658	103.22	02/05/2015	S004932685.001	INVENTORY ITEMS
		82601	8.85	02/12/2015	S004933253.001	MINIATURE FUSE
		82725	63.35	02/05/2015	S004944269.001	INVENTORY ITEMS
	STEINER ELECTRIC COMPANY Total		2,647.26			
2238	STEPHEN A LASER ASSOCIATES					
		82786	500.00	02/12/2015	2003833	ASSESSMENT - PD
	STEPHEN A LASER ASSOCIATES Total		500.00			
2241	JEFF STENGLER					
			21.49	02/12/2015	020615	SNOW GAITERS
	JEFF STENGLER Total		21.49			
2250	STREICHERS					
		79539	67.96	02/05/2015	I1133374	POLICE DEPT UNIFORMS
		79539	603.95	02/05/2015	I1133442	POLICE DEPT UNIFORMS
		79539	60.20	02/12/2015	I1133972	POLICE DEPT UNIFORMS
		79539	385.99	02/12/2015	I1134784	POLICE DEPT UNIFORMS
	STREICHERS Total		1,118.10			
2255	SUBURBAN LABORATORIES INC					
		80280	72.00	02/05/2015	119469	WATER SAMPLING 1-7-15
	SUBURBAN LABORATORIES INC Total		72.00			
2258	SUBURBAN BUILDING OFFICIALS					
			125.00	02/05/2015	013015BV	SEMINAR 3-6-15 = B VANN
			125.00	02/05/2015	013015TM	SEMINAR 3-6-15 = T MEDERNACH
	SUBURBAN BUILDING OFFICIALS Total		250.00			
2273	SUPERIOR ASPHALT MATERIALS LLC					
		31	1,196.82	02/12/2015	20150017	ASPHALT - FINE MIX
	SUPERIOR ASPHALT MATERIALS LLC Total		1,196.82			

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2300	TEMCO MACHINERY INC					
		79566	305.78	02/12/2015	AG43212	FLEET DEPT VALVES
		79566	27.30	02/05/2015	AG43277	DRAIN VALVE REPAIR KIT
		82261	227.12	02/12/2015	AT23771	INVENTORY ITEMS
	TEMCO MACHINERY INC Total		560.20			
2301	GENERAL CHAUFFERS SALES DRIVER					
			148.50	02/06/2015	UNT 150206134753CD (	Union Dues - Teamsters
			121.00	02/06/2015	UNT 150206134753FN (	Union Dues - Teamsters
			2,350.50	02/06/2015	UNT 150206134753PW (	Union Dues - Teamsters
	GENERAL CHAUFFERS SALES DRIVER Total		2,620.00			
2306	TEMPLE DISPLAY LTD					
		81234	18,620.00	02/12/2015	13478	INSTALL/REMOVAL XMAS LGTS
	TEMPLE DISPLAY LTD Total		18,620.00			
2314	3M VHS0733					
		82577	1,242.00	02/05/2015	RP22168	INVENTORY ITEMS
	3M VHS0733 Total		1,242.00			
2316	THOMPSON AUTO SUPPLY INC					
		79567	4.51	02/05/2015	1-357806	FLEET DEPT VEH 1962
		79567	17.52	02/05/2015	1-358143	FLEET DEPT VEH 1962
		79567	6.17	02/12/2015	1-358819	SUPER GLUE FLEET DEPT
		79963	53.21	02/05/2015	1-359395	POWERATED BELT
		82664	887.60	02/05/2015	2-289595	INVENTORY ITEMS
		82665	11.37	02/05/2015	2-289596	INVENTORY ITEMS
		82682	16.91	02/05/2015	2-289667	INVENTORY ITEMS
	THOMPSON AUTO SUPPLY INC Total		997.29			
2345	TRAFFIC CONTROL & PROTECTION					
		82352	2,524.90	02/05/2015	82242	TRAFFIC SIGNS
		82506	1,035.00	02/05/2015	82243	INVENTORY ITEMS
	TRAFFIC CONTROL & PROTECTION Total		3,559.90			
2363	TROTTER & ASSOCIATES INC					
		78967	1,105.64	02/12/2015	10836	SVCS DEC 2014
	TROTTER & ASSOCIATES INC Total		1,105.64			
2364	TROJAN TECHNOLOGIES LLC					
		81631	48,211.00	02/12/2015	SLS/10237004	LABOR AND PARTS

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	TROJAN TECHNOLOGIES LLC Total		<u>48,211.00</u>			
2373	TYLER MEDICAL SERVICES					
		79677	25.00	02/12/2015	359255	SVCS SEPT 2014
		79677	170.00	02/05/2015	360549	DRUG SCREENING 1-15-15
	TYLER MEDICAL SERVICES Total		<u>195.00</u>			
2374	WILLIAM TYNAN					
			21.30	02/12/2015	021815	PER DIEM 2-18-15
	WILLIAM TYNAN Total		<u>21.30</u>			
2384	ST CHARLES UNION ELECTRIC					
		82153	6,750.00	02/05/2015	19509	NEC CONSULTING
		81689	675.00	02/05/2015	19511	CONSULTING SVCS
	ST CHARLES UNION ELECTRIC Total		<u>7,425.00</u>			
2401	UNIVERSAL UTILITY SUPPLY INC					
		82669	326.80	02/05/2015	3018706	INVENTORY ITEMS
	UNIVERSAL UTILITY SUPPLY INC Total		<u>326.80</u>			
2403	UNITED PARCEL SERVICE					
			53.27	02/05/2015	0000650961045	WEEKLY SHIPPING
			90.70	02/12/2015	0000650961055	SHIPPING
	UNITED PARCEL SERVICE Total		<u>143.97</u>			
2404	HD SUPPLY FACILITIES MAINT LTD					
		82525	115.36	02/05/2015	543821	INVENTORY ITEMS
	HD SUPPLY FACILITIES MAINT LTD Total		<u>115.36</u>			
2410	VALLEY LOCK CO					
		79640	137.90	02/12/2015	137.90	KEYS FOR VEH#S 1796 & 1785
	VALLEY LOCK CO Total		<u>137.90</u>			
2416	VALLEY HYDRAULIC SERVICE INC					
		82553	15.18	02/05/2015	189190	DRAIN VALVE/BRASS DRAIN
	VALLEY HYDRAULIC SERVICE INC Total		<u>15.18</u>			
2428	VERMEER MIDWEST					
		82654	292.22	02/12/2015	P84351	INVENTORY ITEMS
	VERMEER MIDWEST Total		<u>292.22</u>			

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2429	VERIZON WIRELESS		188.21	02/12/2015	9739507060	SVCS 12-24 THRU 01-23-15
			7,461.61	02/12/2015	9739960878	SVC 1-4 THRU 2-3-15
	VERIZON WIRELESS Total		<u>7,649.82</u>			
2455	RICHARD WADDA		172.80	02/12/2015	020615	WORKBOOTS
	RICHARD WADDA Total		<u>172.80</u>			
2470	WAREHOUSE DIRECT					
		79602	52.30	02/05/2015	2570630-0	OFFICE SUPPLIES PUBLIC WORKS
		80014	26.14	02/05/2015	2570736-0	COFFEE CREAMERS FINANCE
		80120	70.81	02/05/2015	2572043-0	OFFICE SUPPLIES BC&E
		82532	299.68	02/05/2015	2572529-0	OFFICE SUPPLIES PW STORAGE
		79602	11.20	02/05/2015	2572545-0	PW OFFICE SUPPLIES
		79569	71.50	02/05/2015	2573173-0	FIRE DEPT OFFICE SUPPLIES
		79620	265.66	02/05/2015	2575128-0	OFFICE SUPPLIES PUBLIC WORKS
		79930	32.08	02/05/2015	2575236-0	OFFICE SUPPLIES UTILITY BILLIN
		79818	36.78	02/05/2015	2576576-0	OFFICE SUPPLIES
		79818	154.85	02/05/2015	2578031-0	OFFICE SUPPLIES - PD
		79930	20.32	02/12/2015	2579330-0	OFFICE SUPPLIES - CH
		82589	339.16	02/12/2015	2579926-0	OFFICE SUPPLIES - PW
		79952	128.55	02/12/2015	2580872-0	OFFICE SUPPLIES
		79675	25.98	02/12/2015	2581160-0	OFFICE SUPPLIES - HR
		79675	259.10	02/12/2015	2581405-0	OFFICE SUPPLIES HR DEPT
		79569	169.03	02/12/2015	2581673-0	FIRE DEPT OFFICE SUPPLIES
		79818	54.19	02/12/2015	2581851-0	POLICE DEPT OFFICE SUPPLIES
		79818	38.60	02/12/2015	2582455-0	POLICE DEPT OFFICE SUPPLIES
		79602	105.96	02/12/2015	2583511-0	MISC OFFICE SUPPLIES
		82626	120.00	02/12/2015	2584083-0	BOARD FABRIC BULLETIN
			-1.02	02/05/2015	C2570736-0	CREDIT PO 80014
			-59.07	02/12/2015	C2578031-0	RETURN FOLDERS PO 79818
	WAREHOUSE DIRECT Total		<u>2,221.80</u>			
2473	WASCO TRUCK REPAIR CO					
		79652	95.50	02/12/2015	129770	TEST 1794,1859,1905,1960
	WASCO TRUCK REPAIR CO Total		<u>95.50</u>			
2478	WATER PRODUCTS AURORA					
		82580	441.44	02/05/2015	0255127	INVENTORY ITEMS

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	WATER PRODUCTS AURORA Total		<u>441.44</u>			
2485	WILLS BURKE KELSEY ASSOC LTD					
		81219	3,482.50	02/05/2015	14765	PROJECT BILLING THRU 12-31-14
		79642	860.00	02/12/2015	14766	PROJECT BILLING THRU 12-31-14
		79479	855.00	02/12/2015	14783	PROJECT BILLING THRU 12-31-14
		80095	1,131.50	02/05/2015	14784	PROJECT BILLING THRU 12-31-14
	WILLS BURKE KELSEY ASSOC LTD Total		<u>6,329.00</u>			
2490	WELCH BROS INC					
		82592	755.67	02/12/2015	1507863	BARREL RISER AND PARTS
	WELCH BROS INC Total		<u>755.67</u>			
2495	WEST SIDE TRACTOR SALES CO					
		79568	84.00	02/12/2015	N14246	RO 51642 VEH 1876
		79568	1,604.94	02/12/2015	N14366	VEH 1794 RO 51652 FLEET DEPT
		82770	230.57	02/12/2015	N14919	SERVICE FILTERS
	WEST SIDE TRACTOR SALES CO Total		<u>1,919.51</u>			
2506	EESCO					
		82508	22.00	02/05/2015	558831	INVENTORY ITEMS
	EESCO Total		<u>22.00</u>			
2545	GRAINGER INC					
		82606	63.20	02/12/2015	9646611187	INVENTORY ITEMS
		82612	580.02	02/12/2015	9647331678	FOLDING TABLES
		82608	371.95	02/12/2015	9647331686	RIGHT ANGLE DRILL
		80439	85.20	02/12/2015	9649529980	TOOL BAG
		80439	459.68	02/12/2015	9650043848	MISC HARDWARE/SUPPLIES - WA1
	GRAINGER INC Total		<u>1,560.05</u>			
2630	ZIEBELL WATER SERVICE PRODUCTS					
		82581	812.00	02/12/2015	227960-000	INVENTORY ITEMS
	ZIEBELL WATER SERVICE PRODUCTS Total		<u>812.00</u>			
2631	ZIMMERMAN FORD INC					
		79555	6,486.73	02/05/2015	S43-0115	FLEET SVC/PARTS JAN 2015
	ZIMMERMAN FORD INC Total		<u>6,486.73</u>			
2637	ILLINOIS DEPT OF REVENUE					
			134,381.97	02/13/2015	021315	ELEC EXCISE TAX

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			468.12	02/06/2015	ILST150206134753CA 0	Illinois State Tax
			1,457.05	02/06/2015	ILST150206134753CD 0	Illinois State Tax
			5,734.86	02/06/2015	ILST150206134753FD 0	Illinois State Tax
			1,676.71	02/06/2015	ILST150206134753FN 0	Illinois State Tax
			569.90	02/06/2015	ILST150206134753HR 0	Illinois State Tax
			1,081.51	02/06/2015	ILST150206134753IS 0	Illinois State Tax
			7,107.56	02/06/2015	ILST150206134753PD 0	Illinois State Tax
			10,709.21	02/06/2015	ILST150206134753PW (	Illinois State Tax
	ILLINOIS DEPT OF REVENUE Total		163,186.89			
2638	INTERNAL REVENUE SERVICE					
			1,028.53	02/06/2015	FICA150206134753CA (	FICA Employee
			2,734.23	02/06/2015	FICA150206134753CD (	FICA Employee
			394.16	02/06/2015	FICA150206134753FD (	FICA Employee
			3,143.83	02/06/2015	FICA150206134753FN (	FICA Employee
			1,090.09	02/06/2015	FICA150206134753HR (	FICA Employee
			2,104.02	02/06/2015	FICA150206134753IS 0	FICA Employee
			2,221.90	02/06/2015	FICA150206134753PD (	FICA Employee
			19,493.91	02/06/2015	FICA150206134753PW (	FICA Employee
			1,017.81	02/06/2015	FICE150206134753CA (	FICA Employer
			2,549.45	02/06/2015	FICE150206134753CD (	FICA Employer
			394.16	02/06/2015	FICE150206134753FD (	FICA Employer
			2,896.88	02/06/2015	FICE150206134753FN (	FICA Employer
			1,090.09	02/06/2015	FICE150206134753HR (	FICA Employer
			2,104.02	02/06/2015	FICE150206134753IS 0	FICA Employer
			2,221.90	02/06/2015	FICE150206134753PD (	FICA Employer
			19,936.36	02/06/2015	FICE150206134753PW (	FICA Employer
			1,592.30	02/06/2015	FIT 150206134753CA 0	Federal Withholding Tax
			5,379.92	02/06/2015	FIT 150206134753CD 0	Federal Withholding Tax
			22,566.85	02/06/2015	FIT 150206134753FD 0	Federal Withholding Tax
			6,025.27	02/06/2015	FIT 150206134753FN 0	Federal Withholding Tax
			2,271.43	02/06/2015	FIT 150206134753HR 0	Federal Withholding Tax
			3,763.23	02/06/2015	FIT 150206134753IS 0	Federal Withholding Tax
			24,558.09	02/06/2015	FIT 150206134753PD 0	Federal Withholding Tax
			40,637.08	02/06/2015	FIT 150206134753PW 0	Federal Withholding Tax
			240.50	02/06/2015	MEDE150206134753CA	Medicare Employee
			639.45	02/06/2015	MEDE150206134753CD	Medicare Employee
			2,514.24	02/06/2015	MEDE150206134753FD	Medicare Employee
			735.24	02/06/2015	MEDE150206134753FN	Medicare Employee

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			254.95	02/06/2015	MEDE150206134753HR	Medicare Employee
			492.08	02/06/2015	MEDE150206134753IS	Medicare Employee
			3,304.02	02/06/2015	MEDE150206134753PD	Medicare Employee
			4,559.02	02/06/2015	MEDE150206134753PW	Medicare Employee
			237.98	02/06/2015	MEDR150206134753CA	Medicare Employer
			596.24	02/06/2015	MEDR150206134753CD	Medicare Employer
			2,514.24	02/06/2015	MEDR150206134753FD	Medicare Employer
			677.47	02/06/2015	MEDR150206134753FN	Medicare Employer
			254.95	02/06/2015	MEDR150206134753HR	Medicare Employer
			492.08	02/06/2015	MEDR150206134753IS	Medicare Employer
			3,304.02	02/06/2015	MEDR150206134753PD	Medicare Employer
			4,662.52	02/06/2015	MEDR150206134753PW	Medicare Employer
	INTERNAL REVENUE SERVICE Total		196,694.51			
2639	STATE DISBURSEMENT UNIT					
			440.93	02/05/2015	000000037150206134753	IL Child Support Amount 1
			347.26	02/05/2015	000000064150206134753	IL Child Support Amount 1
			465.36	02/05/2015	000000064150206134753	IL Child Support Amount 2
			795.70	02/05/2015	000000135150206134753	IL Child Support Amount 1
			600.00	02/05/2015	000000191150206134753	IL Child Support Amount 1
			923.08	02/05/2015	000000197150206134753	IL CS Maintenance 1
			1,661.54	02/05/2015	000000202150206134753	IL CS Maintenance 1
			545.00	02/05/2015	000000206150206134753	IL Child Support Amount 1
			580.00	02/05/2015	000000292150206134753	IL Child Support Amount 1
			369.23	02/05/2015	000000486150206134753	IL Child Support Amount 1
			334.16	02/05/2015	000001163150206134753	IL Child Support Amount 1
	STATE DISBURSEMENT UNIT Total		7,062.26			
2643	DELTA DENTAL					
			5,344.35	02/02/2015	020215	DENTAL CLAIMS
			3,780.30	02/09/2015	020915	DELTA DENTAL CLAIMS
	DELTA DENTAL Total		9,124.65			
2644	IMRF					
			177,479.48	02/06/2015	020615	IMRF PAYROLL WIRE EE/ER/VOLN
	IMRF Total		177,479.48			
2648	HEALTH CARE SERVICE CORP					
			98,745.31	02/02/2015	020215	MEDICAL CLAIMS

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	HEALTH CARE SERVICE CORP Total		<u>98,745.31</u>			
2666	WINSTON ENGINEERING					
		82218	580.00	02/12/2015	0108CF235	SVCS @ 1425 SOUTH AVE
		81279	580.00	02/12/2015	0926CF197	SVC @ 1425 SOUTH AVE
		81956	400.00	02/12/2015	1117CF221	SVC @ 1425 SOUTH AVE
	WINSTON ENGINEERING Total		<u>1,560.00</u>			
2674	VIKING CHEMICAL CO					
		27	6,754.40	02/05/2015	267350	CHEMICALS
	VIKING CHEMICAL CO Total		<u>6,754.40</u>			
2683	CONTINENTAL AMERICAN INSURANCE					
			59.89	02/06/2015	ACCG150206134753FD	AFLAC Accident Plan
			34.94	02/06/2015	ACCG150206134753FN	AFLAC Accident Plan
			7.48	02/06/2015	ACCG150206134753HR	AFLAC Accident Plan
			17.48	02/06/2015	ACCG150206134753IS	AFLAC Accident Plan
			208.54	02/06/2015	ACCG150206134753PD	AFLAC Accident Plan
			78.06	02/06/2015	ACCG150206134753PW	AFLAC Accident Plan
	CONTINENTAL AMERICAN INSURANCE Total		<u>406.39</u>			
2738	TRI-R SYSTEMS INCORPORATED					
		82621	435.00	02/12/2015	003991	SERVICE CALL
		82620	625.00	02/12/2015	003992	SERVICE CALL
	TRI-R SYSTEMS INCORPORATED Total		<u>1,060.00</u>			
2756	RXBENEFITS, INC.					
			762.92	02/02/2015	33846	PRESCRIPTION CLAIMS
			26,746.13	02/09/2015	33911	PRESCRIPTION CLAIMS
	RXBENEFITS, INC. Total		<u>27,509.05</u>			
2769	GENWORTH LIFE INSURANCE COMPAN					
			61.46	02/06/2015	LTCI150206134753CA	Long Term Care Insurance
			94.71	02/06/2015	LTCI150206134753HR	Long Term Care Insurance
	GENWORTH LIFE INSURANCE COMPAN Total		<u>156.17</u>			
2795	CLIFFORD LO					
			325.00	02/05/2015	102414	TUITION REIMBURSEMENT
			325.00	02/05/2015	121214	TUITION REIMBURSEMENT
	CLIFFORD LO Total		<u>650.00</u>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
2881	SERVER SUPPLY.COM INC	82537	260.00	02/05/2015	2526811	CISCO PHONE
	SERVER SUPPLY.COM INC Total		260.00			
2883	ADVANCED DISPOSAL SERVICES	79979	1,147.86	02/10/2015	T00001171583	MONTHLY BILLING
	ADVANCED DISPOSAL SERVICES Total		1,147.86			
2891	SCHIROTT, LUETKEHANS, GARNER		214.50	02/05/2015	4300-3946M-21	SVCS DEC 2014 RE: EVS TRICON
	SCHIROTT, LUETKEHANS, GARNER Total		214.50			
2898	MIDCO INC	82686	467.50	02/12/2015	290495	PROJECT BILLING INTERVIEW RO
	MIDCO INC Total		467.50			
2950	MARY PORTER	81916	339.00	02/05/2015	1902569670	INVENTORY ITEMS
		81268	234.28	02/05/2015	1902569671	INVENTORY ITEMS
		82512	123.30	02/05/2015	1902569672	INVENTORY ITEMS
		82512	123.30	02/05/2015	1902569673	INVENTORY ITEMS
		82512	186.60	02/05/2015	1902569757	INVENTORY ITEMS
		82512	468.56	02/12/2015	1902569913	INVENTORY ITEMS
	MARY PORTER Total		1,475.04			
2963	RAYNOR DOOR AUTHORITY	82613	219.00	02/12/2015	109245	DOOR REPAIR - PW
	RAYNOR DOOR AUTHORITY Total		219.00			
2977	NATIONAL ASSOCIATION OF BUNCO		120.00	02/12/2015	15-0201-JG-BT	MBRSHP = GATLIN - TYNAN
	NATIONAL ASSOCIATION OF BUNCO Total		120.00			
2984	APPAREL SEWN RIGHT	79649	569.45	02/12/2015	18069224	JACKETS/SHIRTS - FD
	APPAREL SEWN RIGHT Total		569.45			
3026	ST FRANCIS PET CREMATORY	80543	75.00	02/12/2015	68353	DESTRUCTION OF ILLEGAL SUBST
	ST FRANCIS PET CREMATORY Total		75.00			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
3102	RUSH TRUCK CENTERS OF ILLINOIS					
		82291	1,174.36	02/12/2015	96161098	INVENTORY ITEMS
			-142.92	02/12/2015	96407339	CREDIT IN# 0096154055
		79557	113.27	02/05/2015	96431532	RO 51548 VEH 1941
		79557	207.62	02/05/2015	96456009	SVC V#1723 RO#51588
		81648	724.50	02/05/2015	96480030	INVENTORY ITEMS
			115.96	02/05/2015	96503179	INCORRECT PART TO BE RETURN
		79557	188.16	02/12/2015	96519789	FLEET DEPT RADIO REPAIR
		79557	35.40	02/12/2015	96527786	RO 51595 VEH 1859
			-115.96	02/12/2015	96527828	RETURNED PRODUCT 0096503179
		79557	25.98	02/12/2015	96567535	FLEET DEPT HARNESS VEH 1996
		79557	104.24	02/12/2015	96583266	FLEET VEH 1765 RO 51645
		82656	544.33	02/12/2015	96587120	INVENTORY ITEMS
	RUSH TRUCK CENTERS OF ILLINOIS Total		2,974.94			
3111	EMERGENCY SERVICES MARKETING					
		82685	800.00	02/05/2015	011615	RENEWAL SUBSCRIPTION
	EMERGENCY SERVICES MARKETING Total		800.00			
3127	SHI INTERNATIONAL CORP					
		82547	236.02	02/05/2015	B02946518	ACROBAT PRO UPGRADE
	SHI INTERNATIONAL CORP Total		236.02			
3132	GLENN STEARNS CH 13 TRUSTEE					
			976.50	02/06/2015	000000554150206134753	Bankruptcy-Verhaeghe
	GLENN STEARNS CH 13 TRUSTEE Total		976.50			
3148	CORNERSTONE PARTNERS					
		81925	1,636.25	02/05/2015	CP01963	SNOW PLOW 1-9-15
		81925	1,466.25	02/05/2015	CP01997	SNOW PLOW 1-12-15
	CORNERSTONE PARTNERS Total		3,102.50			
3150	TOTAL ADMINISTRATIVE SERVICES					
		79671	659.35	02/12/2015	IN486761	SVCS JANUARY 2015
	TOTAL ADMINISTRATIVE SERVICES Total		659.35			
3156	TRANSUNION RISK & ALTERNATIVE					
		79715	20.00	02/05/2015	252639-0115	SVCS JAN 2015
	TRANSUNION RISK & ALTERNATIVE Total		20.00			
3182	OZINGA READY MIX CONCRETE INC					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		80906	201.25	02/12/2015	514698	CONCRETE TICKETS
	OZINGA READY MIX CONCRETE INC Total		201.25			
3189	CENTRAL SALT LLC					
		32	10,467.19	02/12/2015	208726	BULK SALT DELIVERY
		32	8,423.43	02/12/2015	208786	BULK SALT DELIVERY
		32	2,071.88	02/12/2015	208883	BULK DEICING SALT
		32	15,426.57	02/12/2015	208923	BULK SALT DELIVERY
		32	2,076.56	02/12/2015	209177	BULK SALT DELIVERY
		32	2,039.06	02/12/2015	209178	BULK SALT DELIVERY
		32	2,053.13	02/12/2015	209225	BULK SALT DELIVERY
		32	3,914.07	02/12/2015	209341	BULK SALT DELIVERY
	CENTRAL SALT LLC Total		46,471.89			
3198	TRACI CONTI					
			135.62	02/05/2015	012815	PETTY CASH REIMBURSEMENT
	TRACI CONTI Total		135.62			
3209	HOLMGREN ELECTRIC INC					
		81172	495.00	02/05/2015	4144	SVC RGB 1-13 & 1-15
	HOLMGREN ELECTRIC INC Total		495.00			
3210	DANIELLE M WOODS-PILOTO					
		81687	400.00	02/12/2015	012515	LAYOUT FEB NEWSLETTER
	DANIELLE M WOODS-PILOTO Total		400.00			
3216	EVANS AND SON BLACKTOP INC					
		81715	4,048.00	02/12/2015	Z52563	COLD PATCH TEMP ASPHALT
	EVANS AND SON BLACKTOP INC Total		4,048.00			
3247	JWC ENVIRONMENTAL LLC					
		81688	7,500.00	02/12/2015	62334	1 YEAR SERVICE CONTRACT
	JWC ENVIRONMENTAL LLC Total		7,500.00			
3254	COUNTY WIDE LANDSCAPING INC					
		81928	4,065.00	02/05/2015	4193	SNOW PLOW 12-10 & 1-4 ~ 1-12
	COUNTY WIDE LANDSCAPING INC Total		4,065.00			
3257	ROBERT HALF INTERNATIONAL INC					
		82167	787.80	02/05/2015	42183820	PROJECT BILLING THRU 1/16/15

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	ROBERT HALF INTERNATIONAL INC Total		<u>787.80</u>			
3275	MacNEIL AUTOMOTIVE PRODUCTS	82539	325.16	02/05/2015	6234939	FLOORLINERS
	MacNEIL AUTOMOTIVE PRODUCTS Total		<u>325.16</u>			
3282	INFOSOFT GROUP INC		1,500.00	02/12/2015	140825	3 MOS JOB POST/ADVERTISING
	INFOSOFT GROUP INC Total		<u>1,500.00</u>			
3283	KAREN YOUNG		205.85	02/05/2015	031215	MEALS AND MILES 3-12-15
	KAREN YOUNG Total		<u>205.85</u>			
99900035	JAMIE ALMAZAN		50.00	02/12/2015	P122868	REFUND OVERPAYMENT
	JAMIE ALMAZAN Total		<u>50.00</u>			
99900045	REGINA JOHNSEN		3,344.46	02/13/2015	150203W038-0001	VEHICLE DAMAGE CLAIM
	REGINA JOHNSEN Total		<u>3,344.46</u>			
	Grand Total:		<u>1,605,588.15</u>			

The above expenditures have been approved for payment:

Chairman, Government Operations Committee

Date

Vice Chairman, Government Operations Committee

Date

Finance Director

Date



AGENDA ITEM EXECUTIVE SUMMARY

Title: Presentation of a Recommendation by Mayor Rogina to Appoint Mr. John E. Glenn to the St. Charles Housing Commission

Presenter: Mayor Rogina

Please check appropriate box:

Government Operations

Government Services

Planning & Development

X

City Council (03/02/15)

Estimated Cost: N/A

Budgeted:

YES

NO

If NO, please explain how item will be funded:

Executive Summary:

By virtue of this memorandum I request your favorable consideration to appoint the following recommendation to the St. Charles Housing Commission.

Mr. John E. Glenn, 820 King Henry Lane, St. Charles, IL who will fill the vacancy on the Housing Commission with a term expiration of 4/30/17.

Attachments: (please list)

Resume

Recommendation / Suggested Action (briefly explain):

Presentation of a recommendation by Mayor Rogina to appoint Mr. John E. Glenn to the St. Charles Housing Commission

For office use only:

Agenda Item Number: IA

SYNOPSIS

Information-intensive, customer-focused career spanning B2B & B2C in both corporate and entrepreneurial settings: Real Estate & Financial Services Sales, Marketing/Research, Engineering, Postgraduate Teaching and Volunteering.

CAREER SUMMARY

Consumer/Financial Services – Entrepreneurial Roles

RESIDENTIAL REAL ESTATE & FINANCIAL SERVICES SALES

- Sales and marketing of complex high-value services to individuals & families (residential real estate, and financial planning, investments, and insurance). Varied roles included business management of closely held C corporation.

RESIDENTIAL REAL ESTATE -- SALES

Coldwell Banker Residential Brokerage – St Charles, IL – *Licensed Real Estate Broker* – 2001–Current

- Sales, marketing, technology & business functions. During most difficult real estate market in memory, help people buy, sell & rent residential real estate. Specialize in securing quality housing for global expatriate executives.

FINANCIAL SERVICES -- SALES, MARKETING & ADMINISTRATION

- Sold retirement planning at independent financial planning firms (Insurance & Securitas Licensed - Series 7 & 63): Chartered Consultants – Bloomingdale, IL – *Director of Business Operations* – 2006–09
- Developed & managed client base through marketing & sales initiatives including brand image & collateral development, ad copy & compliance (print & radio), web content, newsletters & direct mail, B2B networking, consumer & trade events. Managed IT needs (hardware, software, CRM, networking, outsourcing).

Wall Street Financial Advisors – St Charles, IL – *Financial Advisor* – 2001–04

- Sold consumer financial products at independent financial planning firm (investment & insurance products)

Business Consulting Services – Corporate Roles

MARKETING RESEARCH / COMMUNICATIONS EXPERIENCE

- Adjunct professor of Integrated Marketing Communications at Roosevelt University, Chicago
- At several prestigious marketing research firms, consulted with major manufacturers and chain retailers on a broad range of product marketing issues, providing business information critical to marketing strategy and tactics.
 - Consulted for corporate clients across a multitude of industries (from Kraft to Kellogg, Kmart, and many more), utilizing innovative analysis to help brands understand their market position and how consumers think and shop, based on demographics and myriad other factors that shape our lives and the economy.

Roosevelt University – Chicago, IL – *Adjunct Professor, Department of Communication* – Summer 2009
Taught Masters-level degree in Integrated Marketing Communications (Marketing Research course).

The NPD Group - Rosemont, IL – *Sr. Account Manager, National Eating Trends service (NET)* – 2000–01
Full service market research firm providing syndicated data from consumer panels and sales data.

- Led account group handling division's two largest accounts (Kraft & Frito-Lay), delivering critical metrics on food and snack consumption patterns and trends.
- Responsible for revenue, data delivery & data analysis; client training on product concepts and software.

The Nielsen Company - Schaumburg, IL; Cincinnati, OH – *Various roles & accounts* – 1984–87 and 1991–2000
Focused on delivering a common language of market & consumer metrics to global manufacturers and national retailers at the world's largest marketing information firm.

- As **Senior Product Manager, New Industries**, developed reporting metrics for the PC & consumer tech markets.
 - As **Product Manager – Retail Marketing**, engineered web-delivered suite of Excel-based sales reports for grocery retailers; marketed retailer analysis products & tools through presentations, trade shows, etc.
 - As **Senior Corporate Account Manager – Retail Services**, developed award-winning retailer-level category management report suite. Provided category analytics in strategic partnership with Kmart and P&G.
 - As **Corporate Account Manager** in Cincinnati office, consulted on panel analytics to various CPG accounts.
 - As **Account Manager on the ERIM panel**, part of dedicated project team developing innovative TV copy & ad weight testing service (managed Scott Paper & Minute Maid accounts; helped develop reporting suite).
-

John E. Glenn

Business Consulting Services – Corporate Roles - *Continued*

Research Systems Corporation (rsc) – Evansville, IN – *Account Manager* – 1990

- Account manager for major clients - TV ad copy tests (“persuasion” of ad; “recall” of ad spots & content)

Symphony IRI – Chicago, IL – *Associate Director* – 1987–90

Anheuser-Busch, Earth Grains & Eagle Snacks accounts

- Sold & delivered BehaviorScan, InfoScan and PromotionScan services; managed collection & reporting of proprietary retail promotion data (print ad features & merchandise display info).
- Delivered TV ad & new product tests; promotional response analyses & category reviews.

MRCA – Northbrook, IL – *Account Group Manager* – 1983–84

Kellogg's, SC Johnson & One-A Day accounts

- Sold & serviced panel analyses, including client training on innovative “Dyana” report delivery system.

Market Science Associates – Chicago, IL – *Sr. Project Director* – 1980–83

Frito-Lay, Kraft & Morton Salt accounts

- Highly innovative custom data processing firm offering graphics-based analytic reports utilizing data from MRCA, NPD and Marketrax. Delivered new product & TV ad tests; category reviews to variety of CPG clients.

Engineering Field – Insurance & Precision Manufacturing – Corporate Roles

FM Global: Pittsburgh & London – Loss prevention engineer – Global commercial property insurer

Alstom (formerly GEC): Onsite at nuclear facilities in UK –Turbogenerator commissioning engineer

Goodrich (formerly Lucas Aerospace): Birmingham, UK – R&D intern at aircraft systems manufacturer

ADDITIONAL SKILLSETS

Degrees

MBA – Cranfield School of Management, Cranfield University, England

Bachelor of Engineering – Sheffield University, England

Licensing & Professional Development

Licensed Real Estate Broker

Formerly Licensed in Securities – Representative (Series 7) & Investment Advisor (Series 66)

Formerly Licensed in Life Insurance – Producer

Values-Based Financial Planning Academy

Dale Carnegie Course

Information Mapping Course

IT Expertise

- Extensive reporting app development roles based on large databases (design; alpha & beta testing)
- Power user of apps (iPhone/iPad; real estate, financial planning, marketing, accounting & web-based apps)

Leadership & Personal Development

Current:

- President – Kingswood Townhome Owners Association, St. Charles (previously VP, Secretary, Treasurer)
- Board Member – Lazarus House Homeless Shelter, St. Charles, IL
- Member – National Assn. of Realtors; Illinois Assn. of Realtors; Mainstreet Organization of Realtors
- Committee Member – Mainstreet Organization of Realtors – Legislative Committee
- Member – Downtown St. Charles Partnership (previously Board Member; Public Art Committee Chair)

Previously:

- Member – American Marketing Association
 - Member – St. Charles Chamber of Commerce – Legislative Committee
 - Leadership roles (volunteering & networking):
 - Vice-Chair, Corridor Improvement Commission & Focus Group Facilitator – City of St. Charles
 - Secretary – Fox Valley Toastmasters Club
 - President – Arbors Condominium Association, Buffalo Grove, IL
-

	AGENDA ITEM EXECUTIVE SUMMARY					
	Title:		Motion to Approve an Ordinance Authorizing the Disposal of Computer and Other Electronic Equipment for the Calendar Year 2015			
	Presenter:		Peggy Forster			
<i>Please check appropriate box:</i>						
		Government Operations				Government Services
		Planning & Development		X		City Council (3-2-2015)
		Public Hearing				
Estimated Cost:		-		Budgeted:	YES	- NO -
If NO, please explain how item will be funded:						
Executive Summary:						
<p>As older computer equipment and miscellaneous peripherals get replaced, the Information Systems Department accumulates a surplus of the unused equipment. This equipment eventually takes up valuable storage space. We have determined that it can be donated or recycled free of charge. Equipment that the Information Systems Department deems appropriate for secondary use can be donated to a number of local organizations that refurbish and redistribute the equipment to under-privileged schools and to learners with disabilities. Equipment that the Information Systems Department deems as non-functional can be recycled via the City of St. Charles Recycling Drop-Off Program.</p> <p>It is the intent for this ordinance to cover all surplus equipment for the calendar year 2015.</p>						
Attachments: <i>(please list)</i>						
Ordinance						
Recommendation / Suggested Action <i>(briefly explain):</i>						
Motion to approve an Ordinance Authorizing the Disposal of Computer and Other Electronic Equipment for the Calendar Year 2015.						
<i>For office use only:</i>		Agenda Item Number: 1B				

City of St. Charles, Illinois
Ordinance No. 2015-_____

**An Ordinance Authorizing Disposal of Computer and
Other Electronic Equipment – Calendar Year 2015**

WHEREAS, the City of St. Charles is the owner of computer and other electronic equipment that has exhausted its usable life and is obsolete; and

WHEREAS, computer and other electronic equipment often contains heavy metals and other hazardous materials that might adversely affect the environment if not disposed of properly. Additionally, such equipment may contain personal, confidential, or legally protected information that, if not erased or destroyed, may lead to inappropriate disclosure, identity theft and liability to the City of St. Charles; and

WHEREAS, the City of St. Charles intends to ensure that computer and other electronic equipment disposal is performed in an environmentally friendly and secure manner; and

WHEREAS, the City of St. Charles recognizes that non-profit organizations exist to help facilitate the donation of unused computer and other electronic equipment. Such organizations use these donations to provide repurposed equipment to under-privileged schools throughout the State of Illinois and to learners with disabilities; and

WHEREAS, the administrative regulations contained herein will apply to any computer equipment or peripheral device that is no longer needed by the City. This includes, but is not limited to, personal computers, servers, hard drives, laptops, tablets, printers, scanners, and portable storage devices; and

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 for the City of St. Charles to retain ownership of the computer and other electronic equipment.

NOW, THEREFORE, BE IT RESOLVED 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 computer and other electronic equipment 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 donation or recycling.
2. Pursuant to said Section 65ILCS 5/11-76-4, the Director of Information Systems is hereby authorized to and may direct the disposal of computer and other electronic equipment by either donating or recycling said computer and other electronic equipment free of charge. The computer and other electronic equipment is to be disposed of “AS-IS” without warranties of any kind. In particular, the City of St. Charles makes no warranties or representations expressed or implied about the

performance ability of the equipment, about its present state of repair, about its condition or maintenance, or its fitness for a particular purpose.

Presented to the City Council of the City of St. Charles, Illinois, this ____ day of _____, 2015.

Passed by the City Council of the City of St. Charles, Illinois, this ____ day of _____, 2015.

Approved by the Mayor of the City of St. Charles, Illinois, this ____ day of _____, 2015.

Raymond P. Rogina, Mayor

Attest:

Nancy Garrison, City Clerk

Council Vote:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

**MINUTES
CITY OF ST. CHARLES, IL
GOVERNMENT SERVICES COMMITTEE MEETING
MONDAY, JANUARY 26, 2015, 7:00 P.M.**

Members Present: Chairman Martin, Aldr. Stellato, Aldr. Silkaitis, Aldr. Payleitner, Aldr. Lemke, Aldr. Turner, Aldr. Krieger, Aldr. Lewis

Members Absent: Aldr. Bancroft, Aldr. Bessner

Others Present: Raymond Rogina, Mayor; Mark Koenen, City Administrator; Peter Suhr, Director of Public Works; Chris Adesso, Asst. Director of Public Works - Operations; Karen Young, Asst. Director of Public Works -Engineering; John Lamb, Environmental Services Manager; Tom Bruhl, Electric Services Manager; James Keegan, Police Chief; Joe Schelstreet, Fire Chief

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

2. Roll Call

K. Dobbs:

Stellato: Present
Silkatis: Present
Payleitner: Present
Lemke: Present
Turner: Present
Bancroft: Absent
Martin: Present
Krieger: Present
Bessner: Absent
Lewis: Present

3.a. Electric Reliability Report – Information only.

4.a. Recommendation to award Contract to FGM Architects for Professional Architectural Services related to the Police Facility Study.

Peter Suhr presented. Before I begin, I would like to introduce Andrew Reineking, we call him AJ; he comes to use from the City of Crystal Lake, he had been there for about six years and we are glad to have him on board as our Public Works Manager. He is a resident of St. Charles and he and his wife are expecting their first child any time!

This agenda item is a joint initiative between the Public Works Department and the Police Department in regard to the Police Facility. Both departments have a vested interest in this project for different reasons; the Public Works Department as you know is interested in the maintenance of City owned buildings and the Police Department is obviously affected by the conditions and layout of the building, especially as it relates to their daily operations. Over the past couple years, it has become more evident that building conditions and operational deficiencies have worsened.

The Public Works Department recently concluded an external conditions report and identified over \$1,000,000 worth of repairs that would be recommended on this facility over the next five years. The Police Department has continued to identify several operational deficiencies due to the layout of the building, which is a result of the combination of seven different structures that have been connected together over time. Recognizing the fairly immediate need for several capital projects, anticipated expense of project cost and current operational deficiencies, both the Police Department and Public Works Department are recommending an architectural needs assessment analysis and master plan study to help us determine the most appropriate movement forward on this facility.

An architectural needs assessment will help our team discover what we currently own and how that space compares to what a Police Department should have today. The study is based on a variety of factors including current standards, department objectives, current trends and future planning to name a few. With a thorough understanding of the Police Department space needs and existing conditions of the building, a master plan study will evaluate options and develop several conceptual plans including costs for each one of those conceptual plans, seeking the best solution for our City and the our Police Department.

Conceptual plans that we may consider could be any combination of remodeling the existing facility, perhaps a partial demolition and reconstruction of a portion of the existing facility, a complete demolition of the existing facility and reconstruction of a new facility either in the same location or adjacent to the current facility or perhaps even a new facility on a brand new site. The City will need assistance from a professional architectural firm to complete this phase of work; therefore, we prepared a request for qualifications (RFQ) from seven qualified firms. City staff built an internal team, including representatives from Public Works and Police, and I would like to thank Chief Schelstreet for joining our team as well. Our team reviewed each of those seven

proposals and interviewed the top four firms. FGM Architects from Oak Brook, IL, assembled a superior team and was selected by our review committee. They have extensive project management experience, a vast resume of similar projects, and they have had the longest and broadest track record of successfully completed Illinois Police Stations. Bensenville, Glendale Heights, Highland Park, Morton Grove, New Lenox, Orland Park, Palatine, Rockford, Skokie and Streamwood are just a few of the local communities they have worked with on successful police projects.

FGM Architects is represented tonight by John Dzarnowski and Ray Lee and are available to ask specific questions about their firm. If there are no questions for myself or Chief, City Staff is asking for a recommendation to award a contract for Professional Architectural Services for the Police Facility Study to FGM Architects in the amount of \$72,260.

Aldr. Turner: How old is that building and is it historic?

Mr. Suhr: It is in the historic district, but it is not historic registered. There are seven separate buildings with varying ages.

Mr. Lemke: How will this be financed?

Mr. Suhr: This particular phase of the project is already budgeted, and it is actually under budget. Our budget was \$100,000 for this project and this particular bid is at \$72,260.

Mr. Lemke: If reconstruction is required, how will that be handled?

Mr. Suhr: Part of the study is going to help us analyze that; we don't have those answers right now, but we certainly will be looking for any type of grant funding and we will be working with this Committee, City Council and our Finance Department to determine those needs as we move forward.

Aldr. Lemke: Have we financed the capital for this yet?

Mr. Suhr: No, we have not.

Aldr. Lewis: For clarification, they are going to take each of the four points and give a scenario for each?

Mr. Suhr: There will be several options that we will look at. During this process, one or two of those options may drop off the list because they aren't feasible, but we will explain that to you as we make those recommendations moving forward. This process will help us to define what we should be studying.

Chairman Martin: How long do you expect the study to take?

Mr. Suhr: The end of July is stated on the consultant's proposal.

Aldr. Lemke: I noticed out of town travel was budgeted and I don't understand why they would need to travel out of state when they have done all this work locally?

Mr. Dzarnowski: In our proposal we have a line because previous clients have asked us to travel elsewhere to look at something, and if you were to ask us to do that, we would charge for out of town travel.

Aldr. Lemke: But you are familiar with many facilities around here and in the base plan, there are no plans to travel out of town and have an upcharge?

Mr. Dzarnowski: Correct.

Aldr. Stellato: I read in the proposal that 90 days after opening the project we will be expecting a report; I was expecting about a year. July seems quick. Please clarify what is in your proposal?

Mr. Dzarnowski: The proposal we discussed in the interview has us starting in February and going until approximately July 20. That time can be extended, based on meetings with Council.

Aldr. Stellato: I was looking more at next year's budget as opposed to the budget we are planning now for financing.

Mr. Suhr: That schedule will be based on decisions that are made and we need to make sure we take step one and move forward and get the answers we need to step two, so the schedule may move and we continue with this project.

No further discussion.

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

4.b. Presentation of Project Close Out for the Municipal Parking Lot Reconstruction.

Peter Suhr presented. This is a follow-up in regard to the completion of the Municipal Parking Lot Project. No action is required. As you may recall, in June 2014, this Committee approved the construction of the Municipal Parking Lot for a project cost of approximately \$1,000,000, which at that time was about \$200,000 over budget. Even so, City Staff recommended proceeding with the project because we identified \$165,000 of potential Value Engineering items that would help reduce the amount of construction costs and we also recognized at that time that the project costs could be offset by the Tyler Road Project that had just been completed at the time and was under budget by approximately \$150,000. City Staff is pleased to announce tonight that the Municipal

Parking Lot Project is complete and final costs for the project were slightly lower than the original \$833,000 that was budgeted. As anticipated, approximately \$215,000 of Value Engineering items were eliminated from the project. The most positive thing is that those Value Engineering items selected did not significantly impact the design or character of the project.

As a result, City Staff did not have to utilize any of the remaining funds from the Tyler Road project. City Staff is proud of the project and look forward to showcasing it at its best this spring and summer. I also want to mention that now that the project is complete, the City will receive the anticipated \$65,000 Grant from the Kane County Riverboat Grant.

No further discussion.

4.c. Recommendation to approve Illinois Department of Transportation Resolution regarding Non-Routine Maintenance Work within the State Right of Way for 2015 and 2016.

Karen Young presented. This is a recommendation to approve an annual Resolution with the Illinois Department of Transportation (IDOT) regarding Non-Routine Maintenance Work for the Fiscal Year 15/16. IDOT requires the City to provide this Resolution for all work to guarantee that the work we are completing within the right-of-way meets IDOT standards; it also replaces a typical IDOT bond requirement with permits and it holds IDOT harmless during the work that the City is completing, including JULIE Locates, maintenance of driveways, emergency repairs.

Aldr. Lemke: Is there any reimbursement due from IDOT for MFT Funding or something to that affect?

Mrs. Young: No, this is only for work that the City needs to perform in the right-of-way. We have a separate Maintenance Agreement.

No further discussion.

Motioned by Aldr. Stellato, seconded by Aldr. Silkaitis. Approved by voice vote.

Motion carried

4.d Recommendation to authorize the Mayor and City Clerk to Execute an Agreement with Wide Open West for Placement of Fiber Optic Cables on City Owned Poles.

Tom Bruhl presented. This is a recommendation to execute an Agreement with Wide Open West for a Pole Attachment Agreement. Last year, Verizon approached the City to install mini cells on some poles in St. Charles. Then they selected Wide Open West (WOW) as their back haul fiber provider instead of AT&T. Because of that, WOW needs to get fiber across our poles to these eight sites throughout town. We modeled the agreement based on the AT&T Attachment Agreement that we have today with

additional language that benefits the City, compared to the original agreement that was drafted in 1984. The additional weight doesn't cause any issues on our poles and there is no extra liability. We will make \$26 per pole, per year in revenue. The entire Agreement was worked extensively with Attorney McGuirk.

Staff recommends authorizing the Mayor and City Clerk to execute this Agreement with Wide Open West for placement of Fiber Optic on City owned poles.

Aldr. Silkaitis: How did you come up with \$26 per pole?

Mr. Bruhl: There is a formula in the AT&T Agreement that we used which is based on the installed cost of a pole today with an amortized life of 40 years and there is an equation that is consistent with what we do for AT&T.

Aldr. Silkaitis: So if any company were to come in, we would charge that same amount?

Mr. Bruhl: Yes.

Aldr. Lewis: Are these the poles that we talked about before, or were they cell phone where the boxes were going to be low to the ground?

Mr. Bruhl: This is the fiber connection to those installations, probably the size of a dime attached to the pole, similar to all the existing wires.

No further discussion.

Motioned by Aldr. Turner, seconded by Aldr. Lemke. Approved unanimously by roll call vote. **Motion carried.**

4.e. Presentation of Green Initiatives Update.

Tom Bruhl, Chris Adesso and John Lamb presented. This is a quick recap of the sustainable efforts that we are very proud of and wanted to update you on what we are doing.

Power Point presentation by Tom Bruhl, Chris Adesso and John Lamb.

- Electric Vehicle Charging Station at First Street Parking Deck
- LED Street Light Retrofits
- IMEA Efficiency Grant Program
- IMEA/Nicor \$1,000 Grant for residents who replaced their air conditioner AND furnace with high efficiency
- \$135,000 grant to purchase energy efficient equipment for the Biosolids Building
- Electronics Recycling Program
- Ecological Restoration Work and Sustainable Landscapes
- Sustainable Salting Techniques

Chairman Martin: John, how do we dispose of AA and AAA batteries?

Mr. Lamb: You can put them in the regular garbage if you put them in a Ziploc bag with tape over the leads. They can also be recycled; there are a few stores in town which will take batteries. Batteries Plus used to take them, but they don't any longer because it's costing them money to recycle the batteries now. Batteries and oil are an area that I'm trying to address in the upcoming year.

Aldr. Payleitner: Chris, you talked about the Tyler Road restoration work, I'm not familiar with where that is at?

Mr. Adesso: It is adjacent to the new parking lot just south of the Dodge Dealer, there is a culvert under the road, towards the east there is a drainage swale there.

Aldr. Stellato: Chris, Riverside Park is a "land bank" for development up north. Some developments, First Street, for example, have been using that to store their water there. How much more can that take? Is it at capacity now? If we have any further development up north, can that still be utilized or are we tapped out?

Mr. Adesso: To my knowledge, that compensatory storage was sized for the development here up to the north, I don't think there is any extra storage available there.

Mr. Koenen: We are at capacity.

Aldr. Lemke: Do we have any way of treating salt for the salt water run off?

Mr. Adesso: That is a great question, and I'm glad you asked. One of the primary things we can do to combat salt pollution, especially in streams and river here in town is to engage in sustainable landscapes and naturalized buffers, because those native plants grow roots very deep into the ground and so they encourage ground water recharge, but they also act as a natural filter. As a technique, you can use things such as bio swales and naturalized drainage swales to divert the salt laden water and filter it naturally through the earth.

Aldr. Lemke: To prevent it from going directly into the river.

Mr. Adesso: Correct.

Chairman Martin: Thank you, very good presentation.

No further discussion.

4.f. Recommendation to approve Resolution in Support of St. Charles Municipal Electric Utility Bid to Illinois Municipal Electric Agency to Host 500KW Solar Plant at 850 Equity Drive.

Tom Bruhl presented. This is an opportunity through IMEA; we are talking about putting in a proposal to host a utility scale solar array. It would be an approximately two acre installation of ground mounted, fixed, solar panels. We are looking at putting it in on a City owned piece of property on the Legacy Development, off Kirk Road at the end of Equity Drive. We are developing a substation on the northern half of this five acre parcel and due to the fact that the parcel was sized for a 138 station and bring in a tower line and that is not in our future for at least two decades, we are going to have approximately half of that property that won't be used in the near future.

IMEA is looking to diversify their sources of power. They currently have portfolio that includes a majority of coal, wind and hydro and they are looking to get solar experience through putting a 500KW array somewhere within the 33 communities that are part of the group. As that, they will be accepting proposals, so it's almost a bid situation and St. Charles is going to be one of many who are going to vie to try to host the site locally. IMEA feels there will be potential EPA regulation benefits from having green sustainable power in the portfolio as they greenhouse gas emissions go through the court systems, there will certainly be benefits to having green (sustainable) generation.

From a St. Charles standpoint, we are interested in the potential to offer this green sustainable power to our constituents as part of what would be called the "Community Solar Project". The generation at our Legacy Station is exactly where you would want to put it from an electrical standpoint in terms of benefit. As I talked before, half the land at Legacy would not be utilized and instead we have a productive use for it. The City will not own it, maintain it or put any capital into it. We will maintain ownership of the property because the proposal would be to lease the property to them, but we would derive the benefits of having this green infrastructure in our City, but without any of the costs of ownership, either up front or maintaining.

I believe this is consistent with our sustainability initiatives. The highlights of what I'm asking for a Resolution today is to show IMEA that we would be interested in discussing a low cost lease of approximately 2 acres of the Legacy Substation property, an interest in the community solar option where if it was cited in St. Charles, that our citizens would be able to have the first opportunity of buying power from it and it could be one component of what we call green infrastructure instead of grey infrastructure where we have bio swales and natural grass plantings and a solar array. It wouldn't be a substation site, it would be more of a green infrastructure site.

In terms of this risk, this is step one and I'm offering to be a champion to bring this to St. Charles, but there are potentially 32 other communities are also interested in hosting it and as such, we might not be selected. The other risk is that if the City's load did grow substantially, although it hasn't for a decade, and we got to the point where we needed to

bring in transmission towers and a 138 system, then we might need that land and at that point, we would be subject to relocating the array. I believe that to be a low risk, based on projections.

The schedule is very compressed. I will find out on Wednesday exactly what the site selection criteria that each City is going to be evaluated on. IMEA will ask for municipalities to put in their proposals in the February/March timeframe and they are going to make a decision by April. After that, they are going out for bids for a construction company to build it and that will happen during the summer and construction would start in late 2015 and we would be generating power in early 2016.

In your packet is a letter of support from the Park District who is the adjacent owner to the east who are very supportive of having this. This will be part of my proposal to IMEA showing that we have community support. In addition, I am seeking a Resolution that would enhance our proposal to IMEA showing community support. In addition, I do have a resident who would like to speak.

John Doster: I live at 528 Horizon Drive West, in the Fifth Ward. I am a long-time supporter of sustainability, solar and renewables, and I would love to see my City champion some kind of solar project and I will do whatever I can to help see this move forward. I would appreciate if you would support the resolution and let's bring solar to St. Charles.

Aldr. Lewis: I would like to thank Mr. Doster for coming out and speaking to us. It's always nice to have residents come and speak in favor of projects.

No further discussion.

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

4.g. Presentation of ComEd Reliability Quarterly Report.

Tom Bruhl presented. We continue to meet with ComEd quarterly. Statistically, this year was a good reliability year for our ComEd lines. I would like to highlight that often times when we do have an equipment related issue, ComEd will take the additional step to review if there are any of those same issues on any of our other lines and will preventatively take those lines off the system to make sure we don't have a recurring problem.

No further discussion.

4.h. Recommendation to approve Public Water Main and Temporary Construction Easements with the Q Center.

John Lamb presented. We are asking approval of a Public Water Main and Temporary Construction Easement with the Q Center for the 5th Avenue Watermain. We will be on Q Center property for this project, so these easements are required to address liability issues.

Staff recommends approval of these easements with the Q Center and a Resolution authorizing same.

No further discussion.

Motioned by Aldr. Stellato, seconded by Aldr. Silkaitis. Approved unanimously by roll call vote. **Motion carried.**

4.i. Recommendation to approve Change Order No. 1 for the Red Gate Water Tower Construction Project.

John Lamb presented. This is Change Order No. 1 for our Water Tower Project for a mixing system that will be installed in the tower. Since this is a 1 ½ million gallon tank, we felt that we needed a mixing system to ensure good water quality. This is a \$30,900 addition that will be added to the IEPA Loan.

Aldr. Turner: When will see that tower break through the canopy of trees?

Mr. Lamb: We will be breaking ground in March, they have to wait until the ground thaws out.

Aldr. Turner: How long will construction take?

Mr. Lamb: Projected completion is fall 2016, including painting.

No further discussion.

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

4.j. Recommendation to approve Change Order No. 2 for the Illinois Street Siphon Rehabilitation Project.

John Lamb presented. This is a recommendation to approve Change Order No. 2 for the Illinois Street Siphon. The contractor mistakenly admitted some items that should have gone into Change Order No. 1. This has been reviewed by our consulting engineer and the contractor is due this money.

Staff requests approval of Change Order No. 2 for the Illinois Street Siphon Rehabilitation Project.

No further discussion.

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

4.k. Recommendation to approve Change Order No. 10 with Whittaker Construction and Contract Addendum No. 2 with Trotter and Associates for the Biosolids Building Construction Project.

John Lamb presented. This is a recommendation to approve Change Order No. 10, which is the last change order for the Biosolids Building Construction Project and also a Contract Addendum No. 2 with Trotter and Associates. We are requesting approval of \$175,000 deduct change order which will bring this project back down almost to the original budgeted amount. Those funds will also be used to offset the additional costs from Trotter and Associates associated with the delay in the project. There will be a remaining \$80,000 that will be added to our loan amount for this project. Our Public Works Staff has been working with the Finance Department on this and they are in agreement with taking this action as opposed to doing a budget addition.

Staff requests approval of Change Order No. 2 and Contract Addendum No. 2 for the Biosolids Building Construction Project.

No further discussion.

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

5.a. Recommendation to approve a Resolution to Extend the Intergovernmental Agreement with the County of Kane for Animal Control Services for One Year.

Chief Keegan presented. This is a recommendation to approve a Resolution to extend the Intergovernmental Agreement between the Kane County Animal Control Services and the City of St. Charles. In 2003, the Kane County Board approved a one year contract for animal control services. That contract allowed for two, one year renewals. The last of the two year renewals is in front of you. I'm happy to report that costs have been kept at a minimum and their services have been adequate.

No further discussion.

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

6. Additional Business.

Aldr. Stellato: Pete, can you please give us an update on the 7th Avenue Creek Project?

Mr. Suhr: This public meeting was in regards to the 7th Avenue Creek Project. We had presented the concept of the 7th Avenue Creek Project several months ago to this Committee. The formal public information went out to residents along the 7th Avenue Creek about a month ago and we held our first public information meeting last Wednesday, January 21 at 7:00 p.m. I would like to thank all the Alderman who were there; all the Alderman from the wards that are adjacent to the creek attended and heard the importance of this project.

This really was an informational meeting for the residents and businesses along 7th Avenue. We discussed some of the historic reasons for this project being launched and that reflects back to the rainfall events of September 2008 and April 2013. That, if you recall spawned research from the Federal Emergency Management Agency (FEMA) to study the flood insurance maps (FIRM Maps) in this area. Due to the impacts of the revised FIRM maps, FEMA will be holding public meetings in March and April 2015 to share with the community the differences between the current FIRM maps and what they have studied and revised for those maps. This meeting was to get ahead of that process; the City wanted to inform our residents of FEMA's plans to do this. We provided background information into the flooding in this area and we presented preliminary results of this new FEMA map, we shared information and we wanted to search out comments from the residents and we also suggested that the City is taking action steps in being proactive on this approach. You may recall we have hired HR Green to do a concept study to come up with solutions for the new FIRM maps.

At the meeting we had an opportunity to talk with the residents about some of the terminology that they will be hearing over the next several months as FEMA comes in to do these meetings.

We again reviewed the preliminary results of the FEMA map and we encouraged residents to get involved at this stage. We saw right away that they are involved and will continue to be involved. We had about 30 residents attend, and it was a heated discussion. We had passionate folks here. The meeting lasted at least two hours and some stayed around for an additional 45 minutes or so after the meeting to talk about their particular property locations. That is what we wanted, we wanted feedback from the community; we wanted to understand how these new FIRM maps would impact the residents and we allowed those residents to speak as we gathered information based on that.

We would like to continue your involvement in this project and encourage your support in regard to getting the residents to continue to give us information. We have a nice website set up; we can get that to you if needed. Be on the lookout for information on the next public meeting that will be held sometime in March or April. We will certainly be sending out press releases and will bring forth the information to Government Services so you know exactly when it is. That will be the meeting that FEMA presents and it is sure to draw some more interest from our community.

If FEMA stays on schedule, the revised Flood Maps may be adopted as early as fall or summer of 2016. The City has started the concept study which will be completed late summer or fall 2015.

If you have any Engineering questions, Karen is here in that regard, but we certainly appreciate your support last Wednesday evening and look forward to continuing the discussion.

Aldr. Stellato: Could you please send us the website? I was using the interactive maps and it's a very progressive site and I was very impressed. I guarantee a lot of people in the audience went on it that night and were checking it out because it does offer a lot of information. It's a huge study area; it's about two miles long and cuts through the whole east side of the community.

Aldr. Turner: So the City is going to continue with the study even as FEMA is finalizing their maps?

Mr. Suhr: That's correct, we are taking a parallel approach so we understand what FEMA is doing and we can react as we move forward.


No further discussion.

7. Executive Session

None.

8. Adjournment from Government Services Committee Meeting.

Motion by Aldr. Lemke, seconded by Aldr. Krieger. No additional discussion.
Approved unanimously by voice vote. **Motion carried.**

	AGENDA ITEM EXECUTIVE SUMMARY												
	Title:		Motion to Approve an Ordinance Amending Title 5, Entitled "Business Licenses and Regulations" Chapter 5.08 "Alcoholic Beverages" of the St. Charles Municipal Code										
	Presenter:		Jim Keegan/Mayor Rogina										
Please check appropriate box:													
	Government Operations				Government Services								
	Planning & Development			X	City Council (3-2-2015)								
	Public Hearing												
<table border="1" style="width: 100%;"> <tr> <td>Estimated Cost:</td> <td></td> <td>Budgeted:</td> <td>YES</td> <td></td> <td>NO</td> <td></td> </tr> </table>							Estimated Cost:		Budgeted:	YES		NO	
Estimated Cost:		Budgeted:	YES		NO								
If NO, please explain how item will be funded:													
Executive Summary:													
<p>This ordinance amendment is before the City Council after it was heard and advanced with recommendations from both the Liquor Commission and the Government Services Committee. However, one favorable issue (F-2 licensing), is yet outstanding and required the legal opinion/consultation of our City Attorney, Mr. John McGuirk.</p> <p>Alderman Lewis asked that Mr. McGuirk research our ability to limit the number of F-2 licenses to one (1). Upon further discussion, Council is, and will be, required to approve any additional license(s) independent of what the Code currently states today, or in the future so the issue left for debate/discussion is moot. Independent action will be required at the time of any license issuance.</p> <p>City staff recommends Council's approval of this ordinance.</p>													
Attachments: <i>(please list)</i>													
Ordinance													
Recommendation / Suggested Action <i>(briefly explain):</i>													
Motion to approve an Ordinance Amending Title 5, Entitled " Business Licenses and Regulations" Chapter 5.08 "Alcoholic Beverages" of the St. Charles Municipal Code.													
For office use only:		Agenda Item Number:											

City of St. Charles, Illinois
Ordinance No. 2015-M-

An Ordinance Amending Title 5, Entitled " Business Licenses and Regulations"
Chapter 5.08 "Alcoholic Beverages" of the St. Charles Municipal Code

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

SECTION 1: That Title 5 Entitled "Business Licenses and Regulations", Chapter 5.08
"Alcoholic Beverages" of the St. Charles Municipal Code is hereby amended by deleting this
Chapter in its entirety and replacing the same and substituting the following therefore:

Chapter 5.08

ALCOHOLIC BEVERAGES²

Sections:

I. GENERAL PROVISIONS

- 5.08.010 Definitions
- 5.08.020 Local Liquor Control Commission - Designated
- 5.08.030 Local Liquor Control Commissioner - Powers, Duties and Functions
- 5.08.035 Local Liquor Control Commissioner - Powers and Duties

II. LICENSES - LICENSING

- 5.08.040 License - Required - Term
- 5.08.050 License - No Issuance to Debtor
- 5.08.060 License - Dram Shop Insurance Required Prior to Issuance
- 5.08.070 License - Application Requirements
- 5.08.080 License - Restrictions on Issuance
- 5.08.085 Issuance of License and Restrictions
- 5.08.090 License Classifications
- 5.08.095 License - Late Night Permit
- 5.08.100 License Fees; Late Night Permit Fees; Fees Established
- 5.08.110 Number of Licenses
- 5.08.120 Temporary License
- 5.08.130 License - Hours of Sale
- 5.08.140 License Renewal - Deadline
- 5.08.150 License - Cessation of Business - Revocation of Licenses - Reduction in Licenses
- 5.08.160 License - Licensed Premises - Change of Location
- 5.08.170 License - Change in Name
- 5.08.180 License - Licensed Premises - Change in Personnel

- 5.08.190 License - Transfer
- 5.08.200 License - Use of Licensed Premises After Revocation
- 5.08.210 License - Display of License Required
- 5.08.220 License - Multiple Locations
- 5.08.230 License - Location Restrictions
- 5.08.240 Stores Selling School Supplies or Food to Underage Persons
- III. REGULATIONS APPLICABLE TO LICENSEES/LICENSED PREMISES**
- 5.08.250 Regulations Applicable Generally
- 5.08.260 Regulations Applicable to Certain Licenses Only
- IV. OTHER REGULATIONS**
- 5.08.270 Underage Persons
- 5.08.280 Peddling Alcoholic Liquor in City Prohibited
- 5.08.290 Possession of Alcoholic Liquor in Motor Vehicle
- 5.08.300 Sale, Delivery, Consumption and Possession of Alcoholic Liquor on Public Property
- 5.08.310 Responsibility of the Owner or Occupant of Premises
- V. LICENSE-REVOCATION/SUSPENSION/FINE**
- 5.08.320 License - Revocation or Suspension - Hearing Procedure
- 5.08.330 List of Licenses and Revocations
- 5.08.340 Forfeiture of Fees Upon License Revocation
- 5.08.350 Owner of Premises Permitting Violation
- 5.08.360 Acts of Agent or Employee; Liability of Licensee; Knowledge
- VI. VIOLATION/PENALTY**
- 5.08.370 Violation - Penalty

5.08.010 Definitions

All words and phrases used in this chapter and not otherwise defined herein, which are defined in the Liquor Control Act of 1934, approved January 31, 1934, as amended (235 ILCS 5/1-1 et seq.) ("Liquor Control Act"), shall have the meanings accorded to such words and phrases in said Act. Unless the context otherwise requires, the following terms as used in this chapter shall be construed according to the following definitions:

- A. "Alcohol" means the product of distillation of any fermented liquid, whether rectified or diluted, whatever may be the origin thereof, and includes synthetic ethyl alcohol. It does not include denatured alcohol or wood alcohol.
- B. "Alcoholic liquor" includes alcohol, spirits, wine and beer, and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer, and capable of being consumed as a beverage by a human being. The provisions of this chapter shall not apply to any liquid or solid containing one-half of one percent, or less, of alcohol by volume.
- C. "Beer" means a beverage obtained by the alcoholic fermentation of an infusion or concoction of barley, or other grain, malt, and hops in water, and includes, among other things, beer, ale, stout, lager beer, porter and the like.
- D. "Club" means a corporation organized under the laws of this state, not for pecuniary profit, solely for the promotion of some common object other than the sales or consumption of alcoholic liquors, which conforms to the definition of a club in the Liquor Control Act, as amended.
- E. "Halfway House" means premises located on a golf course in proximity of the ninth hole of an eighteen-hole golf course, where alcoholic liquor sales are incidental to the sale of food and snacks. All alcoholic liquors shall be served in other than glass containers.

- F. "Holding Bar" means an area within a restaurant where patrons awaiting food service may consume alcoholic liquors served by a bartender. The holding bar area shall be separated from the dining area by means of a partition wall. Food service tables are permitted in the holding bar area. A counter shall separate the bartender and patrons.
- G. "Hotel" or "Motel" means every building or other structure kept, used, maintained, advertised and held out to the public to be a place where food is actually served and consumed and sleeping accommodations are offered for adequate pay to travelers and such guests and having one or more public dining rooms, where meals are served to such guests, such sleeping accommodations and dining rooms being conducted in the same building or buildings, in connection therewith and such building or buildings, structures being provided with adequate and sanitary kitchen and dining room equipment and capacity.
- H. "Intoxication" or "intoxicated" means that as a result of drinking alcoholic liquor there is an impairment of a person's mental or physical faculties so as to diminish the ability to think and act with ordinary care.
- I. "Live Entertainment" means the playing of live music by a person or persons using string, brass, reed, woodwind, percussion, electronic or digital instruments not to exceed a volume as provided for in the zoning code of St. Charles, and performances by individuals and/or groups which may involve acting, singing, dancing, comedy and/or the recital of poetry.
- J. "Private function" means a prearranged private party, function, or event for a specific social or business occasion, either by invitation or reservation and not open to the general public, where the guests in attendance are served in a room or rooms designated and used exclusively for the private party, function, or event.
- K. "Resort Hotel" or "Resort Motel" means a hotel or motel, as described in Paragraph G above, which provides golfing and swimming.
- L. "Restaurant" means any public place kept, used, maintained, advertised and held out to the public as a place where meals are served, and where meals actually are served and regularly served, without sleeping accommodations, such space being provided with adequate and sanitary kitchen and dining room equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests. The intent of this definition is that the primary business conducted on premises to be licensed as a restaurant shall be the service of meals. No restaurant licensed as such shall sell alcoholic liquor unless its full kitchen, kitchen staff and serving staff are in operation providing the restaurant's full menu to its guests. Alcoholic liquor may be served from a service bar or in a holding bar. (Ord. 2012-M-30 § 1.)
- M. "Restaurant and Tavern" means any public place kept, used, maintained, advertised and held out to the public as a place where meals are served, and where meals actually are served and regularly served, without sleeping accommodations, such space being provided with adequate and sanitary kitchen and dining room equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests. The intent of this definition is that the primary business conducted on premises to be licensed as a restaurant and tavern shall be the service of meals. Provided, all tables at which food is served shall only be served alcoholic liquor by waitpersons from a service bar. Alcoholic liquor may be served from a holding bar, provided, a full menu, including entrees and appropriate side dishes, shall be available at all times liquor sales are being conducted until eleven o'clock (11) p.m. Sunday through Thursday, and eleven o'clock (11) p.m. Friday and Saturday. After such times, in the event a full menu is not provided, a reduced menu, which includes only appetizers, sandwiches, snacks, hors d'oeuvres or other similar foods, shall be available, however provided in no event shall the kitchen cease operating sooner than one hour before closing.

- N. “Sale” means any transfer, exchange or barter in any manner, or by any means whatsoever, and includes and means all sales made by any person, whether principal, proprietor, agent, servant or employee.
 - O. “Sell at retail” and “Sale at retail” refer to and mean sales for use or consumption and not for resale in any form.
 - P. “Service bar” means a permanent or portable bar from which waitpersons pick up alcoholic beverages for delivery to food service tables or other locations away from the bar. A service bar shall not have seats or stools or other places for patrons to sit or stand while drinking alcoholic beverages. Patrons shall not be served from a service bar.
 - Q. “Spirits” means any beverage which contains alcohol obtained by distillation, mixed with water or other substance in solution, and includes brandy, rum, whiskey, gin, or other spirituous liquors, and such liquors when rectified, blended or otherwise mixed with alcohol or other substances.
 - R. “Tavern,” “Bar” or “Saloon” means any place that engages in the retail sale of alcoholic liquor for consumption on the premises. No tavern, bar or saloon shall sell alcoholic liquor unless food/menu items are offered to its guests. In the event a full menu is not provided a reduced menu, which includes appetizers, sandwiches, snacks, hors d’oeuvres or other similar foods, shall be available. (Ord. 2012-M-30 § 2.)
 - S. “To sell” includes to keep or expose for sale and to keep with intent to sell.
 - T. “Wine” means any alcoholic beverage obtained by the fermentation of the natural contents of fruits, or vegetables, containing sugar, including such beverages when fortified by the addition of alcohol or spirits.”
- (Ord. 2014-M-24 § 1; Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1996-M-53 § 13; Ord. 1977-M-28 § 1; Ord. 1976-M-5 (part): prior code § 24.001.)

5.08.020 Local Liquor Control Commission – Designated

- A. Local Liquor Control Commission – Purpose and Creation: A Local Liquor Control Commission is hereby created. The Commission shall be composed of five (5) members. The Local Liquor Control Commissioner shall be a member and shall be the Chairman of the Local Liquor Control Commission for purposes of presiding over its meetings. The other four (4) members of the Commission shall be appointed by the Local Liquor Control Commissioner. The creation of the Local Liquor Control Commission shall not be construed to grant any substantive authority to the Commission, which shall act as an advisory and hearing commission only.
 - B. Local Liquor Control Commission – Membership and Team: Two (2) members of the Local Liquor Control Commission shall be members of the St. Charles City Council and two (2) members shall be residents of the City of St. Charles. Appointments shall be made to coincide with the term of the Mayor. Members shall hold office for their designated terms or until their successors have been appointed. No member of the Local Liquor Control Commission shall have any ownership interest in, or be employed by, any licensed establishment. No person shall be appointed to, or remain a member of the Local Liquor Control Commission if a spouse, parent, sibling, or child has, or acquires any ownership interest in, or is employed by, any licensed establishment.
- (Ord. 2013-M-40 § 1; Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1996-M-53 § 14; Ord. 1976-M-5 (part): prior code § 24.003 (part).)

5.08.030 Local Liquor Control Commissioner – Powers, Duties and Functions

The Local Liquor Control Commissioner shall have the following powers, duties and functions with respect to local liquor licenses:

- A. To grant and/or suspend for not more than thirty days or revoke for cause, all local liquor licenses issued to persons or entities for premises within the City, and to impose fines as authorized in this chapter;
- B. To enter or to authorize any law enforcing officer to enter, at any time, upon any premises licensed hereunder to determine whether any of the provisions of the Liquor Control Act or City ordinance or any rules or regulations adopted by the City or by the Illinois Liquor Control Commission have been or are being violated, and at such time to examine the premises of the licensee in connection therewith. Any person or persons appointed by the Local Liquor Control Commissioner pursuant to Section 5.08.020 shall have the powers given to the Local Liquor Control Commissioner by this subsection;
- C. To receive complaints from any citizen within the City that any provision of the Liquor Control Act or of this chapter have been or are being violated and to act upon such complaints in the manner provided by law;
- D. To receive local liquor license fees and pay same to the City. The Local Liquor Control Commissioner also has the duty to notify the Secretary of State of any convictions or dispositions of court supervision for violation of Section 6-20 of the Liquor Control Act;
- E. To examine or cause to be examined, under oath, any applicant for a local liquor license or for a renewal thereof, or any licensee upon whom notice of revocation, suspension or fine has been served, or any licensee against whom a citation proceeding has been instituted by the State of Illinois Liquor Control Commission; to examine or cause to be examined, the books and records of any such applicant or licensee; and to hear testimony and take evidence for his information in the performance of his duties, and for such purposes to issue subpoenas which shall be effective in any part of this State. For the purposes of obtaining any information desired by the Local Liquor Control Commissioner, he may authorize his agent to act on his behalf;
- F. To notify the Secretary of State of Illinois where a club incorporated under the General Not for Profit Corporation Act of 1986 (805 ILCS 105/101.01 et seq., as amended) or a foreign corporation functioning as a club in this State under a certificate of authority issued under that Act has violated this chapter by selling or offering for sale at retail alcoholic liquors without a local liquor license pursuant to this chapter.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.003(A).)

5.08.035 Local Liquor Control Commission – Powers and Duties

The Local Liquor Control Commission shall perform such functions and duties as directed or requested by the Local Liquor Control Commissioner in relation to the regulation of license activities including but not limited to the following:

- A. Upon the request of the Local Liquor Control Commissioner, the Local Liquor Control Commission shall review the applications and the investigations of applicants for liquor licenses, and submit its findings and recommendations to the Local Liquor Control Commissioner.
- B. Conduct disciplinary hearings and submit findings and recommendations to the Local Liquor Control Commissioner setting forth its conclusions with respect to the existence and nature of any violation of this Chapter and the appropriate disciplinary action to be taken, if any.
- C. Review and recommend changes in this Chapter to the Local Liquor Control Commissioner.
- D. Keep written records of its meetings and proceedings, which shall be open for public inspection in accordance with the Freedom of Information Act (5 ILCS 140/1 et seq.)
- E. Hold regular meetings at times and on days as designated by the Chairman of the Commission.

(Ord. 2013-M-40 § 2.)

5.08.040 License – Required – Term

It is unlawful to sell or offer for sale at retail in the City any alcoholic liquor without a local retail liquor license (“local liquor license”), or in violation of the terms of such license. Each local liquor license issued under this chapter shall terminate on April 30 following date of issuance.
(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.006.)

5.08.050 License – No Issuance to Debtor

No local liquor license shall be authorized for issuance and no initial local liquor license or renewal local liquor license shall be issued if the applicant, or any sole proprietor, partner, co-partner, member, officer, manager, director, or any stockholder or stockholders owning in the aggregate more than 5% of the stock thereof (either individually or in the foregoing capacities) is a debtor to the City for any reason whatsoever, regardless of whether the debt has been discharged such that the City can no longer collect such debt in any legal proceeding and regardless of whether such debt is owed by any of the foregoing:

- A. individually/personally; or
- B. in the capacity as a sole proprietor, partner, co-partner, member, officer, manager, director, or any stockholder or stockholders owning in the aggregate more than 5% of the stock of any other legal entity, other than the applicant, that is a debtor to the City for any reason whatsoever, and regardless of whether the debt has been discharged such that the City can no longer collect such debt in any legal proceeding.

(Ord. 2010-M-29 § 1.)

5.08.060 License – Dram Shop Insurance Required Prior to Issuance

No local liquor license shall be granted to an applicant until such applicant shall furnish evidence satisfactory to the Local Liquor Control Commissioner that such applicant is covered by a policy of dram shop insurance issued by a responsible insurance company authorized and licensed to do business in the state insuring such applicant against liability which such applicant may incur under the provisions of 235 ILCS 5/6-21. The insurance policy shall have a May 1st renewal date. The City shall be given at least ten days’ written notice from such insurance carrier prior to cancellation, termination or amendment of any such dram shop insurance. In addition, a copy of said insurance policy must be made available at all times for inspection and filed with the City Clerk.

Every licensee shall be required to provide the Local Liquor Commissioner with a copy of each renewal/new policy of dram shop insurance when applying for either a new or renewal license.

Any licensee failing to provide a copy of the renewal/new policy of dram shop insurance shall pay a late filing fee in the amount of \$50.00. Further, said licensee shall be subject to a fine of not less than two hundred fifty dollars (\$250.00) for their first offense of operating without Dram Shop insurance nor more than seven hundred fifty dollars (\$750.00) for each subsequent offense. Further, said licensee may be subject to a fine, license suspension or license revocation as provided by this Chapter 5.08.

(Ord. 2012-M-30 § 3; Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1996-M-53 § 15; Ord. 1979-M-54 § 1(a); Ord. 1976-M-5 (part): prior code § 24.008.)

5.08.070 License – Application Requirements

- A. Applications for a local liquor dealer's license shall be made to the Local Liquor Control Commissioner, in writing, signed by the applicant, if an individual, or by a duly authorized agent thereof if not an individual, verified by oath or affidavit, and shall contain the following statements and information:

1. In the case of an individual, the full name, age and address of the applicant; in the case of a co-partnership, the persons entitled to share in the profits thereof; in the case of a corporation, the objects for which it is organized, the names and addresses of the officers and directors, and if five percent or more in interest in the stock of such corporation is owned by a person or his nominee or nominees, the name and address of each such person or persons;
 2. The citizenship of the applicant, his date and place of birth and, if a naturalized citizen, the time and place of his naturalization;
 3. The character of business of the applicant;
 4. The length of time said applicant has been in business of that character;
 5. The amount of goods, wares and merchandise on hand at the time application is made;
 6. The location and description of the premises or place of business which is to be operated under such license;
 - a. If a leased premises, a copy of the lease shall be provided as required and shall be for a term of sufficient length to encompass the period of the license sought.
 - b. The name and address of the owner or owners of the premises and the names and addresses of all the owners of the beneficial interest of any trust if said premises is held in trust;
 7. A statement whether applicant has made similar application for a similar other license on premises other than described in this application, and the disposition of such application;
 8. A statement that applicant has never been convicted of a felony, or a misdemeanor opposed to decency or morality, and is not disqualified to receive a license by reason of any matter or thing contained in the laws of the state or the ordinances of the City;
 9. Whether a previous license by any state or subdivision thereof or by the federal government has been issued; if so, where and when; or if any such license has been revoked, the reason therefor;
 10. The date of incorporation if an Illinois corporation, or the date of becoming qualified under the Illinois Business Corporation Act to transact business in Illinois if a foreign corporation;
 11. A statement that the applicant will not violate any of the laws of the state, or of the United States, or any ordinance of the City in the conduct of his place of business;
 12. Any applicant for a newly created city liquor license or any applicant for a renewal of a city liquor license is to be fingerprinted whether said applicant is an individual or a partnership. Should the applicant be a corporation, the Local Liquor Control Commissioner may, within his discretion, require the following to be fingerprinted: the officers, manager or director thereof, or any stockholder or stockholders owning the aggregate of more than five percent of the capital stock of said corporation. The City police department shall do all such fingerprinting. There shall be a fingerprint fee of fifty (\$50) dollars per application to be paid at time of application and non-refundable.
- B. The Local Liquor Control Commissioner shall issue a written acceptance or rejection of such application within sixty days of its receipt by the Local Liquor Control Commissioner or city clerk in his behalf with the advice and consent of the City Council.
- C. There shall be an application fee of two hundred (\$200.00) dollars, which shall be non-refundable and if a license is granted, applied to the first license fee. BYOB and Special Event license application fees shall be the cost of the license. Any outstanding fines and fees related said licensure owed to the City shall be satisfied before a license is granted. All monies paid to the City shall be delivered via a certified bank check, or cash. City will not accept credit cards or personal checks. At the discretion of the City Clerk, corporate checks may be accepted.

Any license that is issued in advance of the completion of the fingerprint background investigation may be rescinded by the Liquor Commissioner if the results of the investigation do not comply with section 5.08.080 of this Code.

(Ord. 2014-M-4 § 1; Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1999-M-21 § 1; Ord. 1980-M-25 § 1(a); Ord. 1976-M-5 (part): prior code § 24.004.)

5.08.080 License – Restriction on Issuance

No such license shall be issued to:

- A. A person who is not a resident of the City of St. Charles;
- B. A person who is not of good character and reputation in the community in which he resides or in St. Charles;
- C. A person who is not a citizen of the United States;
- D. A person who has been convicted of a felony under any Federal or State law, unless the Local Liquor Control Commissioner determines that such person has been sufficiently rehabilitated to warrant the public trust after considering matters set forth in such person's application and the investigation. The burden of proof of sufficient rehabilitation shall be on the applicant;
- E. A person who has been convicted of being the keeper or is keeping a house of ill fame;
- F. A person who has been convicted of pandering or other crime or misdemeanor opposed to decency and morality;
- G. A person whose license under this chapter or the Liquor Control Act has been revoked for cause;
- H. A person who at the time of application for renewal of any license issued hereunder would not be eligible for such license upon a first application;
- I. A co-partnership, if any general partnership thereof, or any limited partnership thereof, owning more than 5% of the aggregate limited partner interest in such co-partnership would not be eligible to receive a license hereunder for any reason other than residence in the City, unless residency is required by local ordinance;
- J. A corporation or limited liability company, if any member, officer, manager or director thereof, or any stockholder or stockholders owning in the aggregate more than 5% of the stock of such corporation, would not be eligible to receive a license hereunder for any reason other than citizenship and residence within the City;
- K. A corporation or limited liability company unless it is incorporated or organized in Illinois, or unless it is a foreign corporation or foreign limited liability company which is qualified under the Business Corporation Act of 1983 or the Limited Liability Company Act to transact business in Illinois. The Local Liquor Control Commissioner shall permit and accept from an applicant for a license under this Act proof prepared from the Secretary of State's website that the corporation or limited liability company is in good standing and is qualified under the Business Corporation Act of 1983 or the Limited Liability Company Act to transact business in Illinois;
- L. A person whose place of business is conducted by a manager or agent unless said manager or agent possesses the same qualifications required by the licensee;
- M. A person who has been convicted of a violation of any Federal or State law concerning the manufacture, possession or sale of alcoholic liquor, or who shall have forfeited his bond to appear in court to answer charges for any such violation;
- N. A person who does not beneficially own the premises for which a license is sought, or does not have a lease thereon for the full period for which the license is to be issued;
- O. An elected public official, law enforcing officer, the Mayor or member of the City Council of the City, or employee, or member of any City board or commission, and no such official shall be

interested in any way, either directly or indirectly, in the manufacture, sale or distribution of alcoholic liquor;

- P. Any person, firm or corporation not eligible for a state retail liquor dealer's license;
- Q. Any applicant who fails to obtain a state liquor license;
- R. A person who is not a beneficial owner of the business to be operated by the licensee;
- S. A person who has been convicted of a gambling offense as proscribed by any of subsections (a)(3) through (a)(11) of Section 28-1 of, or as proscribed by Section 28-1.1 or 28-3 of, the Criminal Code of 1961, approved July 18, 1961, or as proscribed by a statute replacing any of the aforesaid statutory provisions;
- T. A person or entity to whom a federal wagering stamp has been issued by the federal government, unless the person or entity is eligible to be issued a license under the Illinois Raffles Act or the Illinois Pull Tabs and Jar Games Act;
- U. A person who intends to sell alcoholic liquors for use or consumption on his or her licensed retail premises who does not have liquor liability insurance coverage for that premises in an amount that is at least equal to the maximum liability amounts set out in the Liquor Control Act;
- V. A criminal conviction of a corporation is not grounds for the denial, suspension, or revocation of a license applied for or held by the corporation if the criminal conviction was not the result of a violation of any Federal or State law concerning the manufacture, possession or sale of alcoholic liquor, the offense that led to the conviction did not result in any financial gain to the corporation and the corporation has terminated its relationship with each director, officer, employee, or controlling shareholder whose actions directly contributed to the conviction of the corporation. The Local Liquor Control Commissioner shall determine if all provisions of this subsection (V) have been met before any action on the corporation's license is initiated;
- W. In addition to other grounds specified in this chapter, the Local Liquor Control Commissioner shall refuse the issuance or renewal of a local liquor license, or suspend or revoke such license, for any of the following violations of any Tax Act administered by the Illinois Department of Revenue:
 - 1. Failure to make a tax return,
 - 2. The filing of a fraudulent return,
 - 3. Failure to pay all or any part of any tax or penalty finally determined to be due,
 - 4. Failure to keep books and records,
 - 5. Failure to secure and display a certificate or sub-certificate of registration, if required,
 - 6. Willful violation of any rule or regulation of the Department relating to the administration and enforcement of tax liability.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.005.)

5.08.085 Issuance of Licenses and Restrictions-Liquor Control Commissioner/City Council

The Local Liquor Control Commissioner may, with the advice and consent of the City Council, and as designated in any license, impose such other and further conditions, as the Local Liquor Control Commissioner and City Council deem necessary. The Local Liquor Control Commissioner may, with the advice and consent of the City Council, permit entertainment as specifically authorized with the issuance of any license.

5.08.090 License – Classifications

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

A. Class A – Packaged Alcoholic Liquor Licenses

Class A licenses shall authorize the retail sale of alcoholic liquor in original packages only and not for consumption on the premises, except as permitted for the Class A-4 license. Class A licenses are divided into the following sub-classes:

- A-1. Class A-1 licenses shall authorize the retail sale of alcoholic liquors in original packages only and not for consumption on the premises. Such licenses shall not be authorized for gasoline filling stations. The primary purpose of the premises shall be the retail sale of alcoholic liquor. The premises shall have a minimum gross area of two thousand square feet (2,000'). (Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)
 - A-2. Class A-2 licenses shall authorize the retail sale of alcoholic liquors in original packages only and not for consumption on the premises. The primary purpose of the premises shall be for retail sales other than the retail sales of alcoholic liquor, such as food store, drug store or mass merchandiser. The premises shall have a minimum gross area of ten thousand square feet (10,000'), and provided the square footage devoted to the retail sale of alcoholic liquor is ten percent (10%) or less, of the gross square footage. (Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1; Ord. 2008-M-71 § 1.)
 - A-2B. Class A-2B licenses shall authorize the retail sale of beer and wine only in original packages only and not for consumption on the premises. The primary purpose of the premises shall be for retail sales other than the retail sales of beer and wine, such as food store, drug store or mass merchandiser. The premises shall have a minimum gross area of ten thousand square feet (10,000'), and provided the square footage devoted to the retail sale of beer and wine is ten percent (10%) or less, of the gross square footage. (Ord. 2012-M-30 § 4.)
 - A-3. Deleted in its entirety. (Ord. 2012-M-30 § 5; Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)
 - A-4. Class A-4 licenses shall authorize the retail sale of beer for consumption on or off the premises, where brewed on the premises, provided the retail sale of beer for consumption off the premises shall be in original packages only. Class A-4 licenses shall also authorize the retail sale of wine in original packages only and not for consumption on the premises where fermented on the premises. (Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)
 - A-5. Class A-5 licenses shall authorize the retail sale of domestic and imported wines, champagne, imported alcoholic liquor and gourmet beer in original packages only and not for consumption on the premises. The retail sale of alcoholic liquor shall be incidental to non-alcoholic liquor retail sales and shall not exceed twenty-five percent (25%) of the annual gross sales of said licensee. Class A-5 licenses shall also authorize the retail sale of wine, by the glass only, for consumption on the premises. (Ord. 2010-M-52 § 1; Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)
- (Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)

B. Class B – Restaurant Licenses

Class B licenses shall authorize the retail sale of alcoholic liquors, beer, or wine, for consumption on the premises of a restaurant or tavern, whose primary purpose is that of a restaurant or restaurant and tavern as defined in this chapter. Live entertainment may be permitted as otherwise provided in this chapter. A restaurant licensed to sell alcohol under this Section may permit a patron to remove one, unsealed and partially consumed bottle of wine for off-premise consumption, provided that the patron has purchased a meal and consumed a portion of the bottle of wine with the meal on the restaurant premises. A partially consumed bottle of wine that is to be removed from the premises shall be securely sealed by the licensee or an agent of the licensee prior to removal from the premises and placed in a transparent,

one-time use, tamperproof bag. The licensee or agent of the licensee shall provide a dated receipt for the bottle of wine to the patron. Wine that is sealed in accordance with the provisions of this section and not tampered with shall not be in violation of section 5.08.290 while being transported in a motor vehicle.

B-1 Class B-1 licenses shall authorize the retail sale of alcoholic beverages for consumption on the premises of a restaurant and tavern.

B-2. Class B-2 licenses shall authorize the retail sale of alcoholic liquors for consumption on the premises of a restaurant and tavern. Class B-2 licenses shall also authorize the retail sale of wine in original packages only and not for consumption on the premises, in conjunction and solely with a carry out order of one or more meals. The following additional application requirements apply to all Class B licenses:

1. Every application for a Class B license, whether an initial application or a renewal application, shall have attached thereto a site drawing of the proposed licensed premises, drawn to scale showing the following:
 - a. the location of all rooms, segregated areas, including outdoor seating areas and the square footage thereof;
 - b. the designated use of each room or segregated area (i.e. dining room, holding bar, service bar, kitchen, rest rooms, outdoor seating areas, all rooms and segregated areas, including outdoor areas, where alcoholic liquor may be served or consumed and all locations where live entertainment may be provided.
 - c. the seating capacity of rooms or segregated areas where the public is permitted to consume food and/or alcoholic beverages and/or live entertainment may be provided.
2. The site drawing is subject to the approval of the Local Liquor Control Commissioner. The Local Liquor Control Commissioner may impose such restrictions as he deems appropriate on any licensee by noting same on the approved site drawing or as provided on the of the licensee.
(Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)
3. A copy of the approved site drawing shall be attached to the approved license and is made a part of said license.
4. It shall be unlawful for any Class B licensee to operate and/or maintain the licensed premises in any manner inconsistent with the approved site drawing.

C. Class C – Tavern; Bar; Saloon Licenses

Live entertainment may be permitted as otherwise provided in this chapter for Class C licenses. A tavern, bar, or saloon licensed to sell wine under this Code may permit a patron to remove one, unsealed and partially consumed bottle of wine for off-premise consumption, provided that the patron has purchased a meal and consumed a portion of the bottle of wine with the meal on the restaurant premises. A partially consumed bottle of wine that is to be removed from the premises shall be securely sealed by the licensee or an agent of the licensee prior to removal from the premises and placed in a transparent, one-time use, tamperproof bag. The licensee or agent of the licensee shall provide a dated receipt for the bottle of wine to the patron. Wine that is resealed in accordance with the provisions of this section and not tampered with shall be in violation of section 5.08.290 while being transported in a motor vehicle. Class C licenses are divided into the following sub-classes:

- C-1. Class C-1 licenses shall authorize the retail sale of alcoholic liquors for consumption on the premises of a tavern, bar, or saloon. Class C-1 licenses may authorize the sale of alcoholic liquor in outdoor sales areas provided such sales are in conjunction with food service, if approved by the Local Liquor Control Commissioner.

- (Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)
- C-2. Class C-2 licenses shall authorize the retail sale of beer and wine only for consumption on the premises of a tavern, bar, or saloon.
(Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)
- C-3. Class C-3 licenses shall authorize the retail sale of alcoholic liquors for consumption on the premises of a tavern, bar, or saloon. Class C-3 licenses may authorize the sale of alcoholic liquor in outdoor sales areas provided such sales are in conjunction with food service, if approved by the Local Liquor Control Commissioner. Class C-3 licenses shall also authorize the retail sale of wine in original packages only and not for consumption on the premises.
(Ord. 2010-M-52 § 5.)

The following additional application requirements apply to all Class C licenses:

1. Every application for a Class C license, whether an initial application or a renewal application, shall have attached thereto a site drawing of the proposed licensed premises, drawn to scale, showing the following:
 - a. the location of all rooms, segregated areas, including outdoor seating areas and the square footage thereof,
 - b. the designated use of each room or segregated area (e.g. dining room, holding bar, service bar, kitchen, restrooms, outdoor seating areas, all rooms and segregated areas, including outdoor areas, where alcoholic liquor may be served or consumed and all locations where live entertainment may be provided (Class C-2 only with Local Liquor Control Commissioner approval), etc.).
 - c. the seating capacity of rooms or segregated areas where the public is permitted to consume food and/or alcoholic beverages and/or live entertainment may be provided.
 2. The site drawing is subject to the approval of the Local Liquor Control Commissioner. The Local Liquor Control Commissioner may impose such restrictions as he deems appropriate on any licensee by noting same on the approved site drawing or as provided on the face of the license.
 3. A copy of the approved site drawing shall be attached to the approved license and is made a part of said license.
 4. It shall be unlawful for any Class C licensee to operate and/or maintain the licensed premises in any manner inconsistent with the approved site drawing.
- (Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)

D. Class D – Specific Alcoholic Liquor Sales and Site Specific Licenses

Class D licenses are divided into the following sub-classes:

- D-1. Class D-1 licenses shall authorize the retail sale of alcoholic liquors for consumption on the premises of any resort hotel or motel only and shall be issued only to the operator of said resort hotel or motel. The licensee shall be permitted sales of alcoholic liquors as permitted by Class B and C licenses. Additionally, each of the residence rooms of the resort hotel or motel may have a mini-bar that may be accessed only by a special key obtained from the hotel management by a patron that may be served alcoholic liquors. Class D-1 licenses shall authorize the sale of alcoholic liquors from one (1) halfway house and from two (2) motorized food and beverage cars operating on the eighteen (18) hole golf course for consumption on said golf course only, subject to the following restrictions: all alcoholic

- liquors shall be served in other than glass containers; all cars shall only operate on designated golf cart paths.
(Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)
- D-2. Class D-2 licenses shall authorize the retail sale of alcoholic liquors for consumption on the premises of any hotel or motel only and shall be issued only to the operator of said hotel or motel. Additionally, each of the residence rooms of the hotel or motel may have a mini-bar that may be accessed only by a special key obtained from the hotel management by a patron that may be served alcoholic liquors.
(Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)
- D-3. Class D-3 licenses shall authorize the retail sale of alcoholic liquors for consumption on the premises of a golf club or any banquet hall at a golf club in conjunction with the service of sit down meals. One (1) or more portable or permanent bars are permitted, when the person who operates the banquet hall makes such retail sale of alcoholic liquor. Class D-3 licenses shall authorize the sale of alcoholic liquors from one (1) halfway house and from two (2) motorized food and beverage cars operating on eighteen (18) hole and nine (9) hole golf courses for consumption on said golf course only, subject to the following restrictions: all alcoholic liquors shall be served in other than glass containers; all cars shall only operate on designated golf paths.
(Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)
- D-4. Class D-4-1 licenses shall authorize the retail sale of alcoholic liquors for consumption on the premises only, of any club, provided, that such club shall have been in existence for at least six (6) months prior to the filing of an application for a license under this chapter and shall have maintained clubrooms for such period of time immediately preceding the filing of its application.
(Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)
- D-5. Class D-5 licenses shall authorize the retail sale of alcoholic liquors for consumption on the premises only, of the theater premises located at 105 East Main St. The sale of alcoholic liquors shall be from one (1) permanent location in the vestibule, one (1) service bar in the balcony, and up to two (2) other service bars as dictated by the event.
(Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)
- D-6. Class D-6 licenses shall authorize the retail sale of alcoholic liquors for consumption on the premises only in conjunction with the operation of the Q Center, located on the premises at 1405 North Fifth Ave. Alcoholic liquor sales are limited to individuals and their guests who are participating in events under the direct control of the licensee. The license shall not be removed from the location at 1405 North Fifth Ave. without the approval of the City Council and consent of the Local Liquor Control Commissioner.
(Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)
- D-7 Class D7 licenses shall authorize the retail sale of wine and beer for consumption on the premises only for non-for-profit organization of such theatre located at 111 West Main Street. The sale of beer and wine shall be from one (1) permanent location in the vestibule and service will only be allowed when theatre events are being held on this premise.

E. Class E – Temporary Licenses

Class E licenses shall authorize the retail sale of beer and wine (or alcoholic liquors if permitted by a Class E-1, E-4 or E-5 license) for consumption on the premises only and only for special events or catered functions where the dispensing of food predominates. The Local Liquor Control Commissioner may, with the advice and consent of the City Council, issue two (2) or more Class E licenses so as to

authorize and delineate two (2) or more licensed premises to operate in conjunction with any such special event or catered function. Class E licenses are divided into the following sub-classes:

- E-1. Class E-1 licenses shall authorize, at the Local Liquor Control Commissioner with advice and consent of the City Council, either the retail sale of beer and wine or the retail sale of alcoholic liquors for consumption on the premises only. Class E-1 shall be issued for special events or catered functions, where the dispensing of food predominates. Applicants for Class E-1 licenses shall be limited to St. Charles organizations or groups, unless the Local Liquor Control Commissioner, with advice and consent of City Council, approves otherwise. There shall be no Class E-1 licenses issued beginning at 12:00 a.m. Friday, before Columbus Day and ending 12:00 a.m. Monday, on Columbus Day.
(Ord. 2012-M-30 § 6; Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)
- E-2. Class E-2 licenses shall authorize the retail sale of beer and wine for consumption on the premises only. Class E-2 licenses shall be issued to only Class B and Class C liquor licensees for special events or catered functions where the dispensing of food predominates. There shall be no Class E-2 licenses issued beginning at 12:00 a.m. Friday before Columbus Day and ending 12:00 a.m. Monday, on Columbus Day. Notwithstanding the restrictions on the issuance of Class E-2 licenses in the preceding sentence, Class E-2 licenses may be issued during said period subject to the following provisions:
 - 1. A Class E-2 license may be issued only in the event the principal street access in front of the licensed premises is blocked due to road closure resulting from a festival taking place during said October period;
 - 2. In addition to all other conditions and restrictions applicable to Class E-2 licenses, the Local Liquor Control Commissioner may impose such additional conditions and/or restrictions as he deems necessary; and
 - 3. The Local Liquor Control Commissioner may, with the advice and consent of the City Council waive or vary any conditions and/or restriction applicable to a Class E-2 license, if deemed appropriate under the circumstances.
(Ord. 2012-M-30 § 6; Ord. 2010-M-29 § 1; Ord. 2009-M-60 § 1; Ord. 2008-M-80 § 1.)
- E-3. The Class E-3 license shall authorize the retail sale of beer and wine for consumption on the premises only. The Class E-3 license shall be issued solely to the Kane County Fair Board for the conduct of the annual Kane County Fair during July of each year. The Class E-3 license shall be valid only for the scheduled dates of the Kane County Fair as determined by the Local Liquor Control Commissioner.
(Ord. 2010-M-29 § 1.)
- E-4. Class E-4 licenses shall authorize at the Local Liquor Control Commissioner's discretion, and subject to prior approval by the City Council, either the sale or delivery of beer and wine, or alcoholic liquors, for consumption on City owned property, including but not by way of limitation, 1st Street Plaza. There shall be no Class E-4 licenses issued during the second full week of October, beginning 12:00 a.m. Friday and ending 12:00 a.m. Monday.
(Ord. 2010-M-29 § 1.)
- E-5. Class E-5 licenses shall authorize, at the Local Liquor Control Commissioner, with advice and consent of the City Council, either the sale or delivery of beer and wine or alcoholic liquors, for consumption on the premises only. The Class E-5 license shall be issued solely for the conduct of not more than twenty (20) days of events that the Local Liquor Control Commissioner, City Council and Chief of Police deem licensable per calendar year at specific premises. Each of the events may not be more than one day in duration. The schedule of such events shall be subject to approval by the Chief of Police so as to avoid conflicts between said

events and major festivals or events occurring in the City, including, but not limited to, Flea Market held at the Kane County Fairgrounds, Riverfest, Scarecrow Festival, and the St. Patrick's Day Parade. Such license shall be issued solely for specific premises that is open to the public and kept, used, maintained, advertised and held out to the public as a place where retail business activities or operations are conducted, other than the sale of alcoholic liquor. Events shall be permitted solely on such dates and during such times as are set forth in any Class E-5 license issued.

(Ord. 2012-M-30 § 6.)

- E-6. Class E-6 Temporary License Permits shall authorize the retail sale of beer and wine or the retail sale of alcoholic liquor for consumption on the premises only until 1:00 a.m. or 2:00 a.m. on a specified date. This license shall be issued to Class B and C license holders only for special events or catered functions with the dispensing of food. The issuance of the Class E-6 Temporary License Permit shall be at the discretion of the Local Liquor Control Commissioner, with advice and consent of City Council. Application for a Class E-6 Temporary License Permit shall be submitted 45 days in advance of a scheduled date. No more than four (4) permits shall be issued to any licensee per fiscal year. A license permit is per event during a 24-hour period. There shall be no Class E-6 Temporary License permits issued during the second full week of October beginning 12:00 a.m. on Friday and ending 12:00 a.m. on Monday.

(Ord. 2014-M-5 § 1.)

- E-7. Class E-7 Temporary License Permits shall authorize the retail sale of beer and wine for consumption on the premises only. Class E-7 licenses shall be issued to only Class A-2 and A-2B liquor licenses for special events or catered functions where the dispensing of food predominates. The issuance of the Class E-7 Temporary License Permit shall be at the discretion of the local Liquor Control Commissioner, with advice and consent of City Council. No more than four (4) permits shall be issued to any one licensee per fiscal year. Application for a Class E-7 Temporary License Permit shall be submitted at least 45 days prior to a scheduled event. The hours of service for beer and wine under the E-7 Temporary License Permit shall be restricted to the hours of 12:00 p.m. – 9:00 p.m., Monday through Sunday.”

In the event any Class E license (with respect to any Class E-5 license, if required in whole or in part by the Local Liquor Control Commissioner, City Council or Chief of Police) is for an out of doors special event or catered function, the following shall apply, in addition to all other requirements:

1. The license shall rope off or fence the licensed premises.
2. A sign limiting beer and wine (or alcoholic liquors if permitted by a Class E-1 or Class E-4 license) consumption to the roped off or fenced area shall be prominently displayed by licensee at all times.
3. The license shall provide for the pickup of all litter and trash.
4. The Local Liquor Control Commissioner, with the advice and consent of the City Council, in consultation with the Chief of Police, shall designate on each license issued the number of St. Charles police personnel and/or adult members of the licensee required to be present on the licensed premises at all times beer and wine (or alcoholic liquors if permitted by Class E-1 license) is being served, to supervise liquor sales and check identification of persons. The licensee shall be responsible for any and all

compensation of police personnel at the then current overtime rate. The licensee shall be required to post a cash deposit to secure the payment of such estimated compensation. If said deposit does not cover actual amount due, licensee is responsible for any balance due.

5. A tamper proof wrist band, of a design and in a color (a separate color must be used for each day) approved by the Chief of Police, or his designee, shall be placed on the wrist of each person eligible to purchase beer or wine (or alcoholic liquors if permitted by a Class E-1 license) prior to that person being given access to the licensed premises. Minors shall not be permitted in any licensed premises. Notwithstanding the foregoing, the Local Liquor Control Commissioner may, with the advice and consent of the City Council, and as designated in any license, permit minors to be present in a licensed premises where food is also served.
(Ord. 2012-M-30 § 6.)

- F-1 Class F-1 Carry-In License shall authorize the carry-in of beer or wine (spirits are not permitted) to a commercial business or place of public accommodation that does not sell alcoholic beverages in which food preparation and service of food is the principal business conducted for consumption on the premises subject to the following limitations:
1. The beer or wine is carried and unopened;
 2. No more than one bottle of wine not exceeding seven hundred fifty milliliters (750 ml) and no more than a 6-pack of beer may be carried in per patron;
 3. At the licensee's discretion, the licensee may require the beer or wine to be opened and served by the licensee, and the licensee may charge a corkage or setup fee for that service;
 4. The beer or wine may only be consumed by persons who are served a meal;
 5. The beer or wine may be served only during the hours that food is being served;
 6. Proof of dram shop insurance;
 7. Carry-in alcohol may only be consumed outside if the licensee has also obtained an outside adjunct license;
 8. Carry-in licensees are prohibited from storing alcohol on the premises, unless the licensee also has an appropriate license allowing the retail sale of alcoholic liquors on the premises;
 9. Patrons may remove one, unsealed and partially consumed bottled of wine for off-premise consumption and any sealed bottles/cans of beer provided that the patron has purchased a meal and consumed a portion of the bottle of wine/beers with the meal on the restaurant premises. A partially consumed bottle of wine or sealed beer bottles/cans that are to be removed from the premises shall be securely sealed by the licensee or an agent of the licensee prior to removal from the premises and placed in a transparent, one-time use, tamperproof bag;
 10. Carry-in licensees shall be liable for violations of this chapter in the same manner as the holder of any other classification of liquor license, including, but not limited to, violations for service to minors and the over serving of patrons;
 11. Illinois BASSET alcohol seller/server certification or equivalent training is required for at least one person who is on duty at all times that alcoholic liquor is allowed to be carried into the premises;
 12. The hours of operation for a class F-1 license holder are the same as those prescribed for a Class A license holder in Section 5.08.130A of this chapter.

F-2 Class F-2 Carry-In/Store on Premise License shall authorize the carry in of beer, wine or spirits into a commercial business and place of public accommodation in which social interaction takes place (social club) that does not sell alcoholic beverages and the aforementioned items can either be securely stored on the premises in a secured locker or carried away subject to the following limitations:

1. The beer, wine, or spirits are carried and unopened;
2. No more than one bottle of wine/spirits not exceeding seven hundred fifty milliliters (750 ml) and no more than a 6-pack of beer may be carried in per patron at any one time;
3. At the licensee's discretion, the licensee may require the beer, wine or spirits to be opened and served by the licensee, and the licensee may charge a corkage or setup fee for that service;
4. Proof of dram shop insurance;
5. Carry-in alcohol may only be consumed outside if the licensee has also obtained an outside adjunct license;
6. Patron may remove one, unsealed and partially consumed bottled of wine/spirits for off-premise consumption and any sealed bottles/cans of beer. Partially consumed bottles of wine/spirits or sealed bottles/cans of beer must be removed from the premises securely sealed by the licensee or an agent of the licensee prior to removal from the premises and placed in a transparent, one-time use, tamperproof bag or stored away in a secured locker and not for public distribution or consumption;
7. Carry-in/store licensees shall be liable for violations of this chapter in the same manner as the holder of any other classification of liquor license, including, but not limited to, violations for service to minors and the over serving of patrons;
8. Illinois BASSET alcohol seller/server certification or equivalent training is required for at least one person who is on duty at all times that alcoholic liquor is allowed to be carried into the premises;
9. The hours of operation for a Class F-2 license holder are the same as those prescribed for a Class A license holder in Section 5.08-130A of this chapter.

(Ord. 2012-M-30 § 6; Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)

(Ord. 2012-M-30 § 6; Ord. 2011-M-37 § 1; Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)

F. Deleted. (Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)

(Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1; Ord. 2008-M-16 § 1; Ord. 2007-M-46 § 1; Ord. 2007-M-27 § 1; Ord. 2006-M-67 § 1; Ord. 2006-M-37 § 1; Ord. 2006-M-28 § 1; Ord. 2004-M-23 § 1; Ord. 2004-M-20 § 1; Ord. 2004-M-19 § 1; Ord. 2004-M-12 § 1; Ord. 2003-M-96 § 1; Ord. 2003-M-1 § 1; Ord. 2002-M-76 § 1; Ord. 2001-M-59 § 1; Ord. 2000-M-27 § 1; Ord. 1998-M-98 § 1; 1997-M-38 § 1 & 2; Ord. 1997-M-37 § 1; Ord. 1997-M-14 § 2; Ord. 1996-M-40 § 1; Ord. 1995-M-53 § 1; 1995-M-52 § 1; Ord. 1995-M-51 § 1; Ord. 1994-M-60 § 1; Ord. 1994-M-42 § 1; Ord. 1994-M-19 § 1; Ord. 1993-M-10 § 1; Ord. 1992-M-35 § 1; Ord. 1992-M-14 § 1; Ord. 1991-M-82 § 1; Ord. 1991-M-67 § 1; Ord. 1991-M-51 § 1; Ord. 1991-M-30 § 1; 1990-M-94 § 1 & 2; Ord. 1990-M-51 § 1; Ord. 1989-M-20 § 1; Ord. 1988-M-71 § 1; Ord. 1988-M-70 § 1; Ord. 1987-M-34 § 1; Ord. 1985-M-81 § 1; Ord. 1985-M-32 § 1; Ord. 1984-M-36 § 1; Ord. 1984-M-37 § 1 and 2; Ord. 1984-M-2 § 1; Ord. 1981-M-36 § 1; Ord. 1981-M-30 § 1; Ord. 1981-M-7 § 1; Ord. 1981-M-6 § 1; Ord. 1981-M-3 § 1; Ord. 1980-M-25 § 1(b), h); Ord. 1979-M-54 § 1(b); Ord. 1978-M-1 § 1; Ord. 1977-M-39 § 1; Ord. 1977-M-28 § 2; Ord. 1976-M-42 (part); Ord. 1976-M-5 (part); prior code § 24.029.)

5.08.095 Late Night Permit

- A. The late night permit is issued as a condition of a Class B-Restaurant License and Class C-Tavern; Bar; Saloon Licenses and authorizes the holder of a Class B or Class C license to apply for either a 1:00 a.m. or 2:00 a.m. late night permit. The City Council may modify the number of Late Night Permits upon the application, revocation, surrender, expiration without renewal or abandonment of a Class B, Class C or Late Night Permit. Class B and C licenses, absent a Class E-6 Temporary License Permit or Late Night Permit, will be permitted to operate until either 1:00 a.m. or 2:00 a.m. immediately following the day of the City of St. Charles sponsored St. Patrick's Day Parade, the Wednesday before Thanksgiving, and New Year's Eve.
- B. The City Council may, but is not limited to, consider the following criteria in reviewing and recommending the issuance of the **late night permit** to the Liquor Control Commissioner.
 - 1. The surrounding land uses,
 - 2. The business concept,
 - 3. The proximity to other liquor establishments,
 - 4. The applicant's prior business experience,
 - 5. The public's health, safety and welfare,
 - 6. Public Safety resources,
 - 7. Market conditions,
 - 8. Any other criteria that is relevant to the issuance, establishment, and administration of a retail liquor license.
- C. Annually, the liquor license renewal process shall commence on the first city business day in February. Current license holders shall submit a renewal application and include any requested changes. For those license holders applying for a new or renewing a **late night permit**, they are required to specify whether they are applying for the 1:00 a.m. or the 2:00 a.m. permit. In addition, any new or renewal applications shall include a current business concept outlining the operations intended during the **late night permit** term of one year, in conjunction with the liquor license to be issued on May 1 of the same year. Failure to provide a timely renewal application or **late night permit** application may result in a delay in issuing said license and permit by May 1 of that year.
- D. Upon receipt of a new or renewal application, the Liquor Commissioner shall cause a review of the previous year license application to determine whether there have been any changes noted with regard to ownership, management or business concept. This application shall be forwarded to:
 - 1. Chief of Police
 - 2. Fire Department
 - 3. Finance Department
 - 4. Community Development Department
- E. The city departments indicated in Section D will review any infractions of any city code, reflecting negatively on the license holder that should be taken into account by the Liquor Control Commission and City Council. That information shall be returned to the Liquor Commissioner for review. In addition, the Chief of Police shall cause a review of the police related activity which will support a recommendation from the Chief of Police on whether the **late night permit** shall be issued and whether a 1:00 a.m. or 2:00 a.m. closing is recommended based on the permit application. The Chief of Police shall forward the recommendation to the Liquor Commissioner.
- F. Any application and recommendation for a new or renewal of a **late night permit**, shall be reviewed by the Liquor Control Commission. Based on this review the Local Liquor Commissioner shall make a recommendation on issuance to City Council. An applicant for a **late night permit** shall have the opportunity to be present and provide input on said application, prior to

the Liquor Control Commission making a recommendation. Late night permits and renewals of late night permits shall be issued by the Liquor Commissioner with the advice and consent of the City Council.

- G. Any new liquor license application where a new **late night permit** is also applied for shall follow the same review process as outlined in paragraphs B, C, D, E and F of this Chapter.
- H. **Notice of Violation Process-Late Night Permit.** If during a liquor license year, May 1 through April 30, where a liquor license holder has been issued a **late night permit** and a notice of violation is issued by the Liquor Control Commissioner, the Liquor Control Commission shall hold a hearing on the matter. The liquor licensee with the **late night permit** shall be given notice of the purpose, date, time and location of the hearing in a similar manner to a liquor license violation. The matter will be heard before the Liquor Control Commission in the same manner as any license violation. The Liquor Control Commission shall provide advice and consent to the Local Liquor Control Commissioner, who shall make a final decision on the matter.
- I. **Cause to Reduce Hours, Revoke Late Night Permit or Not Issue Late Night Permit.** In the event that a liquor license holder, has applied for or been issued a **late night permit**, and has demonstrated circumstances giving reason to review whether that **late night permit** shall be issued, reduced in hours or revoked, the Liquor Control Commission shall receive input from these city departments:
 - 1. Finance Department as it relates to unpaid fees, utilities or city taxes;
 - 2. Fire Department as it relates to repetitive fire code violations affecting health and safety;
 - 3. Community Development Department, Building and Code Enforcement Division as it relates to building code violations;
 - 4. Police Department as it relates to repetitive calls for service that are indicative of underage patrons, over service of patrons, or liquor license violations affecting the safety of the general public where the licensee is not taking proactive measures to abate the problems;
 - 5. Other departments with applicable information.
- J. The license holder shall have the opportunity to respond to information in a public hearing prior to any action being taken, by the Liquor Control Commission before sending any recommendation to City Council.
- K. The Liquor Control Commission may recommend the issuance or denial of a requested **late night permit** for 1:00 a.m. or 2:00 a.m., or reduction in hours based on cause to the City Council for final decision.
- L. In the event a late night permit, due to a violation, is revoked or the hour for closing is reduced, there shall be no reimbursement of the later night permit fee.

(Ord. 2014-M-4 § 2.)

5.08.100 License Fees; Late Night Permit Fees; Fees Established

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

Class License	Annual License Fee	Comments
A-1	\$1,600.00	Package Liquor Stores Only
A-2	1,600.00	Grocery Stores
A-2B	1,600.00	Wine/Beer Sales Only
A-4	1,600.00	Brewery Sales
A-5	1,800.00	Wine by Glass & Bottle Sales
B-1	1,200.00	Basic Restaurant Liquor License

B-2	1,800.00	Purchase Wine w/Takeout
C-1	1,200.00	Basic Tavern Liquor License
C-2	1,200.00	Beer/Wine Only
C-3	1,800.00	Sale of Bottled Wine
D-1	4,000.00	Pheasant Run
D-2	2,000.00	Hotels
D-3	2,000.00	Banquet Halls/Country Clubs
D-4	1,000.00	Moose/Clubs
D-5	2,000.00	Arcada
D-6	2,000.00	Q-Center
D-7	500.00	Steele Beam Theatre
E-1	50.00 per day	Not for Profit
E-2	100.00 per day	Special Events B/C licensees
E-3	50.00 per day	Kane County Fair
E-4	100.00 per day	City Owned Premises
E-5	500.00 annual	Harley Davidson [REDACTED]
E-6	100.00 per day	Special Late Night Permit Event
E-7	100.00 per day	Special Events A-2/A-2B licensees
F-1	100.00	BYOB Beer and Wine Only
F-2	250.00	BYOB Beer, Wine, and Spirits

NOTE: Initial license fee is doubled for all first time Class A, B, C, D license applicant fees.

(Ord. 2014-M-25 § 2; Ord. 2014-M-5 § 2; Ord. 2014-M-4 § 3; Ord. 2012-M-30 § 7; Ord. 2010-M-52 § 7.)

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

(Ord. 2014-M-25 § 2; Ord. 2014-M-4 § 3.)

- B. Proration: There shall be no proration of local liquor license fees or late night permit fees for any reason. Notwithstanding the foregoing, if an initial license is issued after November 1, the initial license fee shall be one-half (1/2) of the “Initial License Fee” set forth above.
- C. Forfeiture of License Fee: Whenever any local liquor license hereunder has been revoked as provided for in this chapter, the licensee shall incur a forfeiture of all monies that have been paid for said local liquor license.

(Ord. 2014-M-4 § 3; Ord. 2011-M-37 § 2; Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1; Ord. 2008-M-16 § 1; Ord. 2007-M-46 § 1; Ord. 2007-M-27 § 1; Ord. 2006-M-67 § 1; Ord. 2006-M-37 § 1; Ord. 2006-M-28 § 1; Ord. 2004-M-23 § 1; Ord. 2004-M-20 § 1; Ord. 2004-M-19 § 1; Ord. 2004-M-12 § 1; Ord. 2003-M-96 § 1; Ord. 2003-M-1 § 1; Ord. 2002-M-76 § 1; Ord. 2001-M-59 § 1; Ord. 2000-M-27 § 1; Ord. 1998-M-98 § 1; 1997-M-38 § 1 & 2; Ord. 1997-M-37 § 1; Ord. 1997-M-14 § 2; Ord. 1996-M-40 § 1; Ord. 1995-M-53 § 1; 1995-M-52 § 1; Ord. 1995-M-51 § 1; Ord. 1994-M-60 § 1; Ord. 1994-M-42 § 1; Ord. 1994-M-19 § 1; Ord. 1993-M-10 § 1; Ord. 1992-M-35 § 1; Ord. 1992-M-14 § 1; Ord. 1991-M-82 § 1; Ord. 1991-M-67 § 1; Ord. 1991-M-51 § 1; Ord. 1991-M-30 § 1; 1990-M-94 § 1 & 2; Ord. 1990-M-51 § 1; Ord. 1989-M-20 § 1; Ord. 1988-M-71 § 1; Ord. 1988-M-70 § 1; Ord. 1987-M-34 § 1; Ord. 1985-M-81 § 1; Ord. 1985-M-32 § 1; Ord. 1984-M-36 § 1; Ord. 1984-M-37 § 1 and 2; Ord. 1984-M-2 § 1; Ord. 1981-M-36 §

1; Ord. 1981-M-30 § 1; Ord. 1981-M-7 § 1; Ord. 1981-M-6 § 1; Ord. 1981-M-3 § 1; Ord. 1980-M-25 § 1(b), h); Ord. 1979-M-54 § 1(b); Ord. 1978-M-1 § 1; Ord. 1977-M-39 § 1; Ord. 1977-M-28 § 2; Ord. 1976-M-42 (part); Ord. 1976-M-5 (part): prior code § 24.029.)

5.08.110 Number of Licenses

At no time shall the maximum number of licenses in each class exceed the actual number of licenses issued except as amended from time to time by actions of the City Council.

(Ord. 2014-M-25 § 3; Ord. 2014-M-5 § 2. Ord. 2013-M-27 § 1; Ord. 2012-M-31 § 1; Ord. 2011-M-37 § 3; Ord. 2010-M-29 § 1; Ord. 2010-M-1 § 1; Ord. 2009-M-66 § 1; Ord. 2009-M-42 § 1; Ord. 2009-M-39 § 2; Ord. 2008-M-65 § 1; Ord. 2008-M-18 § 1; Ord. 2008-M-12 § 1; Ord. 2006-M-23 § 1; Ord. 2004-M-74 § 1; Ord. 2004-M-72 § 1; Ord. 2004-M-60 § 1; Ord. 2004-M-50 § 1; Ord. 2004-M-30 § 1; Ord. 2004-M-12 § 1; Ord. 2003-M-89 § 1; Ord. 2003-M-86 § 1; Ord. 2003-M-69 § 1; Ord. 2003-M-57 § 1; Ord. 2003-M-47 § 1; Ord. 2003-M-35 § 1; Ord. 2002-M-89 § 1; Ord. 2002-M-85 § 1; Ord. 2002-M-77 § 1; Ord. 2002-M-23 § 1; Ord. 2001-M-47 § 1; Ord. 2001-M-16 § 1; Ord. 2001-M-1 § 1; Ord. 2000-M-100 § 1; Ord. 2000-M-82 § 1; Ord. 2000-M-78 § 1; Ord. 2000-M-23 § 1; Ord. 1998-M-66 § 1; Ord. 1998-M-45 § 1; Ord. 1997-M-120 § 1; 1997-M-109 § 1; 1997-M-97 § 1; 1997-M-88 § 1; 1997-M-81 § 1; 1997-M-38 § 3; 1997-M-14 § 1; 1997-M-13 § 1; 1996-M-61 § 1; 1996-M-39 § 1; 1995-M-53 § 4; 1995-M-11 § 1; 1993-M-29 § 1; 1992-M-40 § 1; 1992-M-35 § 2; 1991-M-70 § 1; 1991-M-51 § 2; 1991-M-30 § 2; 1991-M-16 § 1; 1991-M-8 § 1; 1991-M-8 § 1; 1990-M-94 § 3; 1990-M-51 § 1; 1989-M-61 § 1; 1989-M-20 § 2; 1988-M-74 § 1; 1984-M-34 § 2; 1984-M-37 § 3; 1982-M-23 § 1; 1982-M-18 § 1; 1981-M-30 § 1; 1981-M-7 § 2; 1980-M-49 § 1; 1979-M-54 § 1(c); 1979-M-14 § 1; 1978-M-36 § 1; 1978-M-11 § 1; 1977-M-41; 1977-M-3; 1976-M-10; 1976-M-9; 1976-M-5: prior code § 24.030.)

5.08.120 Temporary License

Notwithstanding any provision of this chapter to the contrary, and provided that an applicant has otherwise fully complied with the requirements of this chapter and is eligible to receive a local liquor license, including the payment of the applicable local liquor license fee, the Local Liquor Control Commissioner may issue a temporary local liquor license, pending a receipt of the results of the fingerprint(s) record search for said applicant.

A temporary local liquor license shall be valid for a period of two (2) months, unless sooner terminated, as hereinafter provided.

A temporary local liquor license shall terminate upon the first of the following to occur:

1. The expiration of two (2) months after the issuance of such temporary local liquor license;
2. The receipt of satisfactory results with respect to the fingerprint(s) record search for the applicant and the issuance of the local liquor license otherwise provided for by this chapter;
3. The receipt of results with respect to the fingerprint(s) record search for the applicant which would give the Local Liquor Control Commissioner grounds not to issue the local liquor license otherwise provided for by this chapter.

The Local Liquor Control Commissioner may issue no more than two (2) temporary local liquor licenses with respect to a particular application. Any applicant requesting and receiving a temporary local liquor license does so at his own risk. Under no circumstances shall the local license fee paid be prorated or refunded, even if no local liquor license is issued.

(Ord. 2010-M-29 § 1.)

5.08.130 License – Hours of Sale

- A. It shall be unlawful for any person holding a Class A-1, A-2, A-2B, A-4, A-5, F-1, & F-2 license issued pursuant to this chapter to sell, offer for sale or to give away, in or upon any licensed premises any alcoholic liquor prior to the hour of 7:00 a.m. and after the hour of 10:00 p.m. on Monday, Tuesday, Wednesday, Thursday, Friday and Saturday; and prior to the hour of 10:00 a.m. and after the hour of 10:00 p.m. on Sunday except where December 24 or December 31 occurs on a Sunday, then alcoholic liquor sales shall be unlawful prior to the hour of 8:00 a.m. and after the hour of 10:00 p.m.
(Ord. 2012-M-30 § 8.)
- B. It shall be unlawful for any person holding a Class B-1 or B-2 license issued pursuant to this chapter to sell, offer for sale or to give away, in or upon any licensed premises, any alcoholic liquor between the hours of 12:00 midnight and 7:00 a.m. on Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday; and between the hours of 12 midnight and 10:00 a.m. on Sunday.
(Ord. 2013-M-55 § 1; Ord. 2012-M-30 § 8.)
- C. It shall be unlawful for any person holding a Class B-1, B-2, C-1, C-2, or C-3 license issued pursuant to this chapter to sell, offer for sale or to give away, in or upon any licensed premises, any alcoholic liquor between the hours of 12:00 midnight and 7:00 a.m. on Monday, Tuesday, Wednesday, Thursday, Friday and Saturday; and between the hours of 12:00 midnight and 10:00 a.m. on Sunday.
(Ord. 2014-M-4 § 4; Ord. 2013-M-55 § 2; Ord. 2012-M-30 § 8.)
- D. It shall be **lawful** for any person holding a B-1, B-2, C-1, C-2 or C-3 license issued pursuant to this chapter to sell, offer for sale, in or upon any licensed premises, any alcoholic liquor until 2:00 a.m. on January 1.
(Ord. 2014-M-5 § 3; Ord. 2014-M-4 § 4.)
- E. It shall be unlawful for any person holding a Class D-1 license issued pursuant to this chapter to sell, offer for sale or to give away, in or upon any licensed premises, any alcoholic liquor between the hours of 2:00 a.m. and 7:00 a.m. on Monday, Tuesday, Wednesday, Thursday and Friday; between the hours of 3:00 a.m. and 7:00 a.m. on Saturday; and between the hours of 3:00 a.m. and 10:00 a.m. on Sunday.
(Ord. 2012-M-30 § 8.)
- F. It shall be unlawful for any person holding a Class D-2, D-4, D-5, D6 or D7 license issued pursuant to this liquor chapter to sell, offer for sale or to give away, in or upon any licensed premises, any alcoholic liquor between the hours of 2:00 a.m. and 10:00 a.m. on Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday.
(Ord. 2012-M-30 § 8.)
- G. It shall be unlawful for any person holding a Class D-3 license issued pursuant to this chapter to sell, offer for sale or to give away, in or upon any licensed premises, any alcoholic liquor between the hours of 2:00 a.m. and 7:00 a.m. on Monday, Tuesday, Wednesday, Thursday, Friday and Saturday; and between the hours of 2:00 a.m. and 10:00 a.m. on Sunday.
(Ord. 2012-M-30 § 8.)
- H. It shall be unlawful for any person holding a Class E-1 or E-3 license issued pursuant to this chapter to sell, offer for sale or to give away, in or upon any licensed premises, any alcoholic liquor between the hours of 11:00 p.m. and 7:00 a.m. on Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday, except as otherwise authorized by the City Council.
(Ord. 2012-M-30 § 8.)
- I. It shall be unlawful for any person holding a Class E-2 license or E-4 license issued pursuant to this chapter to sell, offer for sale or to give away, in or upon any licensed premises, any alcoholic liquor

between the hours of 12:00 midnight and 10:00 a.m. on Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday.

(Ord. 2012-M-30 § 8.)

- J. It shall be unlawful for any person holding a Class E-5 license issued pursuant to this chapter to sell or deliver, in or upon any licensed premises, any alcoholic liquor, except during those hours as specifically set forth in said Class E-5 license.

(Ord. 2012-M-30 § 8.)

- K. It shall be **lawful** for any person holding a Class E-6 Temporary License Permit issued pursuant to this chapter to sell, offer for sale in or upon any licensed premises, any alcoholic liquor until 1:00 a.m. or 2:00 a.m. (on specified date as stated on approved permit by City Council).

(Ord. 2014-M-5 § 3.)

- L. It shall be unlawful for any person holding a Class E-7 Temporary License Permit issued pursuant to this chapter to sell, offer for sale, or give away for consumption on the licensed premises any beer or wine between the hours of 9:01 p.m. – 11:59 a.m. on the specified date as stated on approved permit by City Council.

(Ord. 2014-M-25 § 4)

(Ord. 2014-M-25 § 4; Ord. 2014-M-5; Ord. 2014-M-4 § 4; Ord. 2011-M-37 § 4; Ord. 2010-M-52 § 8; Ord. 2010-M-29 § 1.)

5.08.140 License – Renewal Deadline

Any licensee may renew his local liquor license at the expiration thereof; provided, that he is then qualified to receive a local liquor license and the premises for which such renewal local liquor license is sought are suitable for such purpose; provided further, that the renewal privilege provided for in this section shall not be construed as a vested right which shall in any case prevent the City Council from decreasing the number of local liquor licenses to be issued within the City. A liquor licensee shall file an application for renewal of a local liquor license, accompanied by the applicable local liquor license fee and all required documentation, including dram shop insurance coverage, on or before April 1, in any given year. There shall be a late payment fee of fifty dollars (\$50) for failure to comply with the foregoing.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.012.)

5.08.150 License – Cessation of Business – Revocation of Licenses – Reduction in Licenses

In the event the licensee ceases to do business at the licensed premises, whether voluntarily or involuntarily (including revocation of licensee's local liquor license), other than temporarily for a period of not to exceed thirty (30) successive days, for purposes of remodeling, or for purposes other than remodeling but with the prior written approval of the Local Liquor Control Commissioner, the local liquor license of such licensee shall be deemed forfeited and the number of authorized local liquor licenses in the particular class shall automatically be reduced by one as of the date the licensee ceases to do business. If any licensee desires to close the business or place of business for more than thirty (30) successive days, said licensee shall so notify the Local Liquor Control Commissioner in writing, including the reasons therefore and requesting an extension, and the Local Liquor Control Commissioner may grant such an extension on a showing of good cause. The Local Liquor Control Commissioner shall notify in writing the City Clerk and City Council of any cessation of business by a licensee, in excess of thirty (30) days.

(Ord. 2010-M-29 § 1.)

5.08.160 License – Licensed Premises – Change of Location

A local liquor license issued under this chapter shall permit the sale of alcoholic liquor only in the premises described in the application and local liquor license. Such location may be changed only when and upon the written permit to make such change is issued by the Local Liquor Control Commissioner. No change of location shall be permitted unless the proposed new location is in compliance with the provisions and regulations of this chapter.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.011.)

5.08.170 License – Change in Name

A liquor licensee that changes the name of the establishment but does not change the location or ownership shall within 30 days of the change notify the Local Liquor Control Commissioner and pay a fee of \$50. The Local Liquor Control Commissioner shall issue a local liquor license in the new name, cause the new local liquor license to be available, and shall take possession of the local liquor license made out in the old name upon the turning over of the new local liquor license to the licensee.

(Ord. 2010-M-29 § 1.)

5.08.180 License – Licensed Premises – Change in Personnel

- A. Any changes in partnerships, officers, directors, persons holding directly or beneficially more than five percent of the stock or ownership interest, or managers of establishments licensed under this chapter, shall be reported in writing to the Local Liquor Control Commissioner within ten days of the change. All new personnel shall meet all the standards of this chapter and must otherwise qualify to hold a local liquor license. All such changes in personnel shall be subject to review by the Local Liquor Control Commissioner within thirty days of the change.
- B. When a license has been issued to a partnership and a change of ownership occurs resulting in a partnership interest by one who is not eligible to hold a liquor license, said license shall terminate.
- C. When a license has been issued to a corporation and a change takes place in officers, directors, managers, or shareholders of more than five percent of the stock, resulting in the holding of office or such shares of stock by one who is not eligible for a license, said license shall terminate.
- D. When a license has been issued to an individual who is no longer eligible for a license, said license shall terminate.
- E. All owners and managers in charge of a local liquor licensed establishment shall at all times be declared with such person(s) or entity(s) names being on record with the Local Liquor Control Commissioner and Chief of Police.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1980-M-25 § 1(e); Ord. 1976-M-5 (part): prior code § 24.010.)

5.08.190 License – Transfer

A license shall be purely a personal privilege, good for a period not to exceed one year after issuance, unless sooner revoked as in this chapter provided, and shall not constitute property; nor shall it be subject to attachment, garnishment or execution, nor shall it be alienable or transferable, voluntarily or involuntarily, or subject to being encumbered or hypothecated. Such license shall not descend by the laws of testate or intestate devolution, but it shall cease upon death of the licensee, provided that executors or administrators of the estate of any deceased licensee, and the trustee of any insolvent or bankrupt licensee when such estate consists in part of alcoholic liquor, may continue the business of the sale or manufacture of alcoholic liquor under order of the appropriate court, and may exercise the privileges of the deceased or insolvent or bankrupt licensee after the death of such decedent, or such insolvency or bankruptcy until the expiration of such license, but no longer than six months after the death, bankruptcy, or insolvency of such license. No refund shall be made of that portion of the local

liquor license fee paid for any period in which the licensee shall be prevented from operating under such local liquor license in accordance with provisions of this section.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1980-M-25 § 1(c); Ord. 1976-M-5 (part): prior code § 24.009.)

5.08.200 License – Use of Licensed Premises After Revocation

When any license shall have been revoked for any cause, no local liquor license shall be granted to any person for the period of one year thereafter for the conduct of the business of selling alcoholic liquor in the premises described in the revoked license unless the revocation order has been vacated or unless the revocation order was entered as to the licensee only and the new licensee is not related to the revoked licensee.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.026.)

5.08.210 License – Display of License Required

Every licensee shall cause his license to be framed and hung in plain view in a conspicuous place on the licensed premises.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.028.)

5.08.220 License – Multiple Locations

Where two (2) or more locations, places or premises are under the same roof or at one street address, a separate local liquor license shall be obtained for each such location, place or premise; provided that nothing herein contained shall be so construed as to prevent any hotel or motel operator licensed under the provisions of this chapter from serving alcoholic liquor to his registered guests in any room or part of his hotel or motel, if such liquor so served shall be kept in and served from a licensed location, place or premises in said hotel or motel.

(Ord. 2010-M-29 § 1.)

5.08.230 Licensed Premises - Location Restrictions

No license shall be issued for the sale at retail of any alcoholic liquor within 100 feet of any church, school other than an institution of higher learning, hospital, home for aged or indigent persons or for veterans, their spouses or children or any military or naval station, provided, that this prohibition shall not apply to hotels offering restaurant service, regularly organized clubs, or to restaurants, food shops or other places where sale of alcoholic liquors is not the principal business carried on, if such place of business so exempted currently holds a local liquor license issued by the City; nor to the renewal of a license for the sale at retail of alcoholic liquor on premises within 100 feet of any church or school where such church or school has been established within such 100 feet since the issuance of the original license. In the case of a church, the distance of 100 feet shall be measured to the nearest part of any building used for worship services or education programs and not to property boundaries. Nothing in this section shall prohibit the issuance of a license to a church or private school to sell at retail alcoholic liquor if any such sales are limited to periods when groups are assembled on the premises solely for the promotion of some common object other than the sale or consumption of alcoholic liquors.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1990-M-69 § 1; Ord. 1976-M-5 (part): prior code § 24.016.)

5.08.240 Stores Selling School Supplies or Food to Underage Persons

No license shall be issued to any person for the sale of any alcoholic liquor at any store or other place of business where the majority of customers are persons under the age of 21 years or where the

principal business transacted consists of school books, school supplies, food, lunches, dancing, games or other amusements or drinks for such persons under the age of 21 years.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.017.)

5.08.250 Regulations Applicable Generally

A. False Statement.

It shall be a violation of this chapter for any licensee or any officer, associate, member, representative, agent, or employee of any licensee to make a false statement of fact to the Local Liquor Control Commissioner, his agent or any police officer with respect to any application for a local liquor license or investigation of any alleged violation of this chapter or law.

B. Compliance with law.

All licenses, licensees and licensed premises shall be subject to all of the provisions of the Liquor Control Act, all applicable federal and state statutes, and ordinances of the City.

C. Compliance with State Liquor Commission Rules.

All licensees shall be subject to the Rules and Regulations of the Illinois Liquor Control Commission, as amended (11 Ill. Admin. Code Part 100), specifically including, but not limited to the following:

1. No licensee, individual, partnership or corporation shall give away any alcoholic liquor for commercial purposes or in connection with the sale of non-alcoholic products or to promote the sale of non-alcoholic products.
2. No licensee, individual, partnership or corporation shall advertise or promote in any way, whether on or off licensed premises, any of the practices prohibited under subsection (1) of this section. This includes, but is not limited to, advertisements using the words “free” or “complimentary” with alcoholic liquor.
3. Subsection (1) shall not apply to wine tasting when permitted by this chapter.

D. BASSET Training.

It shall be the duty of every licensee to require their officers, associates, members, representatives, agents or any employee who sells, gives, oversees (bouncers/doormen), or delivers alcoholic liquor or beverages to be trained and certified by the Beverage Alcohol Sellers and Servers Education and Training Program (BASSET) licensed and administered by the State of Illinois Liquor Control Commission (ILCC). Further, BASSET training and certification shall be a prerequisite to the issuance of local liquor licenses. It shall be the duty of the City of St. Charles Liquor Control Commissioner to notify all present licensed holders and persons making application for a liquor license of this requirement.

Furthermore, BASSET verification must be made available upon request and files indicating BASSET training shall be maintained on-site of every licensee.

Any not-for-profit corporation who applies for a Class E temporary license shall be exempt from the BASSET training and certification requirements under the following conditions:

1. That the applicant has not been found in violation of any of the ordinances of the City of St. Charles within the past three years;
2. That uniformed St. Charles police officers are present during all times that alcohol is being served. The Local Liquor Control Commissioner shall determine the required number of officers which shall be present;
3. That at least one representative of the applicant organization is BASSET trained and certified;
4. That the BASSET certified representative provide and instruct BASSET training principles to all persons who will be serving alcohol pursuant to the Class E license.

5. That the Class E license holder is required to provide a bond, letter of credit or some type of surety to the City in the amount of \$1,000 prior to issuance of the license. The surety will be returned to the license holder within 30 days after the event, provided no offenses occurred during the event. In the event the license holder is charged with any type of violation during the course of the event, the surety will be retained by the City and used to cover hearing and other related costs.

(Ord. 2010-M-29 § 1; Ord. 2004-M-44 § 1; Ord. 2004-M-12 § 1; Ord. 2003-M-97 § 1; Ord. 2001-M-56 § 1; Ord. 1980-M-25 § 1(f).)

E. Warning to Underage Persons.

Every licensee shall display at all times a printed sign, which shall read substantially as follows:

“WARNING TO UNDERAGE PERSONS –

You are subject to a fine of up to seven hundred fifty (\$750) dollars under the Ordinances of the City of St. Charles if you purchase alcoholic liquor or misrepresent your age for the purposes of purchasing or obtaining alcoholic liquor.”

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 2003-M-95 § 1; Ord. 1976-M-5 (part): prior code § 24.031.)

F. Warning to Pregnant Women.

Every licensee shall display at all times a printed sign, which shall be framed and hung in plain view reading as follows:

“Government Warning: According to the Surgeon General, women should not drink alcoholic beverages during pregnancy because of the risk of birth defects.”

G. Sanitary Conditions.

All premises used for the retail sale of alcoholic liquor, or for the storage of such liquor or such sale, shall be kept in a clean and sanitary condition, and shall be kept in full compliance with all applicable laws and ordinances regulating the condition of premises used for the storage or sale of food for human consumption.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.014.)

H. Athletic Amusements, Contests, Demonstrations, Entertainment, Activities, Events and Exhibitions on the Licensed Premises Prohibited – Exceptions.

1. The following athletic amusements, contests, demonstrations, entertainment, activities, events and exhibitions are prohibited at all establishments licensed by this chapter:

- i. Races between persons, animals or vehicles.
- ii. Baseball games.
- iii. Boxing, kickboxing, wrestling, hand-to-hand combat and martial arts.
- iv. Ultimate fighting, including, without limitation, physical combat between two (2) or more individuals who attempt to defeat the opponent by using elbow strikes, kicking, choking, bare knuckles, boxing, wrestling, martial arts techniques or any combination thereof.
- v. Any other such athletic amusement, contest, demonstration, entertainment, activity, event and/or exhibition.

2. Notwithstanding the forgoing, the Local Liquor Control Commissioner, in his sole discretion, may approve, in writing, any athletic amusement, contest, demonstration, entertainment, activity, event and/or exhibition prohibited by this section, subject to the prior consent of the City Council pursuant to a resolution. In the event of approval, as provided herein, the licensee shall secure a permit for such athletic

amusement, contest, demonstration, entertainment, activity, event and/or exhibition, as appropriate and as required by this Code.

3. The licensee shall provide sufficient members and equipment of the police department and the fire department, including paramedic personnel, as the City Council determines necessary in its resolution consenting to such athletic amusement, contest, demonstration, entertainment, activity, event and/or exhibition. The licensee shall be responsible for all fees, payments and salaries of such members and personnel. The licensee shall be required to post a cash deposit to secure the payment of estimated fees, payments and salaries of such members and personnel. If said deposit does not cover the actual amount due, licensee is responsible for any balance due.

(Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)

I. Gambling on Licensed Premises Prohibited.

It is unlawful to permit any gambling except, as may be authorized by the state, on any premises licensed to sell alcoholic liquor.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.021.)

J. Refilling Original Packages.

No person licensed under this chapter shall fill or refill, in whole or in part, any original package of alcoholic liquor with the same or any other kind or quality of alcoholic liquor; and it is unlawful for any person to have in his possession for sale at retail any bottles, casks, or other containers containing alcoholic liquor, except in original packages.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.022.)

K. Solicitation on Licensed Premises Prohibited.

It is unlawful for any licensee, his manager, or other person in charge of any licensed premises where alcoholic liquor is sold or offered for sale for consumption thereon, to engage, employ or permit the engagement or employment of any person, nor shall any person be permitted to remain on said premises, who shall solicit any patron or customer thereof to purchase alcoholic or non-alcoholic liquor for said person, or any other person therein; nor shall any person, whether employee, entertainer, or otherwise, solicit any patron or customer therein to purchase alcoholic or non-alcoholic liquor for herself or himself or any other person therein; provided, however, that nothing contained in this section shall prohibit any adult manager, bartender or waitress who shall be regularly employed therein from accepting and serving the order of a patron or customer in the regular course of employment as such manager, bartender or waitress.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.023.)

L. Quantity Sales for On Premises Consumption.

It is unlawful for any licensee, other than a hotel offering restaurant service or regularly organized club or restaurant within the meaning of that term as defined in the Illinois act entitled "An Act Relating to Alcoholic Liquors," approved January 31, 1934, as amended, to sell, give away or permit to be sold, served or given away for consumption on the licensed premises any distilled spirits, except by the glass in individual servings not exceeding thirteen fluid ounces.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.024.)

M. Election Days.

Licensees may sell at retail any alcoholic liquor on the day of any national, state, county or municipal election, including primary election, including hours the polls are open,

within the political area in which such election is being held.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.018.)

N. Happy Hour Regulations.

No licensee shall violate the “happy hour” regulations set forth in 235 ILCS 5/6-28, as amended from time to time. Notwithstanding the foregoing, the following further and more restrictive prohibitions shall apply to all licensees:

1. No licensee, employee or agent shall serve more than one (1) drink of alcoholic liquor at one (1) time to one (1) person for consumption by that one (1) person.
2. No licensee, employee or agent shall serve more than two (2) drinks of alcoholic liquor at one (1) time to one (1) person for consumption by that one (1) person and one (1) other person; and
3. No licensee, employee or agent shall serve more than two (2) drinks of alcoholic liquor at one (1) time to one (1) person for consumption by that one (1) person and two (2) or more other persons.

(Ord. 2010-M-29 § 1; Ord. 2008-M-16 § 2; Ord. 2004-M-12 § 1.)

O. After Hour Occupancy of Establishment.

1. It is unlawful for any person to sell or offer for sale, at retail, or to give away, in or upon any licensed premises, any alcoholic liquor during the hours in which sale of such alcoholic liquors is prohibited. It is unlawful to keep open for business or to admit the public to, or permit the public to remain within, or to permit the consumption of alcoholic liquor in or upon any premises in which sale of such alcoholic liquor is prohibited. Establishments at which the primary purpose of the premises shall be for retail sales other than the sale of alcoholic liquors, such as food store, drug store mass merchandiser, clubs, hotels and motels may remain open for business during such hours, but no alcoholic liquor may be sold or consumed during such hours. The licensee and any of its employees and no other persons shall be allowed to remain on or about the licensed premises to clean up or perform maintenance on the premises.
2. All premises in which alcoholic liquors are sold at retail for consumption on the premises and which are located below ground level shall have visible access to the interior for purposes of police inspection and the after-hours safety of the occupants. Such visible access may be through an exterior door with a window measuring not less than eight inches by eight inches.
3. It is unlawful for any person to consume any alcoholic liquor on any premises licensed under the provisions of this chapter during the hours when the sale of such alcoholic liquor is prohibited by this chapter, including, but not limited to the licensee, its officers, agents and employees.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1 ; Ord. 2000-M-104 § 1; Ord. 1995-M-53 § 5 & 6; Ord. 1995-M-22 § 1; Ord. 1988-M-73 § 1; Ord. 1988-M-72 § 1; Ord. 1987-M-34 § 2; Ord. 1986-M-32 § 1; Ord. 1985-M-32 § 2; Ord. 1984-M-69 § 1; Ord. 1984-M-36 § 3; Ord. 1984-M-37 § 4; Ord. 1982-M-49 § 1; Ord. 1976-M-42 (part); Ord. 1976-M-14 § 2; Ord. 1976-M-5 (part): prior code § 24.033 & 24.034.)

P. Employment of Underage Persons.

1. It shall be unlawful for any licensee, or any officer, associate, member, representative, agent or employee of such licensee, to engage, employ or permit any person under the age of twenty-one (21) years to attend bar and/or to draw, pour or mix any alcoholic liquor in any licensed premises; provided, that the provisions of

this subsection shall not be construed to prevent the employment of persons who are at least eighteen (18) years of age as waiters or waitresses for the purpose of serving food and alcoholic liquor on the licensed premises.

2. It shall be unlawful for any licensee, or any officer, associate, member, representative, agent or employee of such licensee, to engage, employ or permit any person under twenty-one (21) years of age to sell any alcoholic liquor in any licensed premises.

(Ord. 2010-M-29 § 1; Ord. 2004-M-43 § 1; Ord. 2004-M-12 § 1.)

Q. Licenses – Curb/Drive-Through Service.

No license issued under this chapter authorizes the sale, gift or delivery of alcoholic liquor utilizing curb service, drive-through window, or any other similar methodology. All such sales, gifts or deliveries are prohibited.

R. Harboring Intoxicated Persons.

No licensee under the provisions of this chapter, either individually or through agents or employees, shall harbor or permit any intoxicated person or persons to loiter on the premises, or to permit any conduct, which shall tend to disturb the peace and quiet of the neighborhood.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.036.)

S. Prohibited Sales.

1. No licensee nor any officer, associate, member, representative, agent or employee of such licensee shall sell, give, deliver, or allow the consumption of alcoholic liquor to any person under the age of twenty-one (21) years, or to any intoxicated person or to any person known by him or her to be under legal disability or in need of mental treatment.
2. For the purpose of preventing the violation of this section, any licensee, or his agent or employee, shall refuse to sell, deliver, serve, or allow the consumption of alcoholic liquor to any person who is unable to produce adequate written evidence of identity and of the fact that he or she is twenty-one (21) years of age or older.
3. Adequate written evidence of age and identity of the person is a document issued by a federal, state, county, or municipal government, or a subdivision or agency thereof, including, but not limited to, a motor vehicle operator's license, a registration certificate issued under the Federal Selective Service Act, or an identification card issued to a member of the Armed Forces. Proof that the licensee, or his employee or agent, demanded, was shown and reasonably relied upon such written evidence in any transaction, forbidden by this section is an affirmative defense in any proceeding to enforce this section or to any proceedings for the suspension or revocation of any local liquor license based thereon.
4. It is unlawful for any holder of a liquor license, or his or her agent or employee, to suffer or permit any person under the age of 21 years to be or remain in any room or any compartment adjoining or adjacent to or situated in the room or place where such licensed premise is located; provided, that this subsection shall not apply to any such person under the age of 21 years who is accompanied by his or her agent or guardian; or
 - a. That portion of any licensed premise which derives its principal business from the sale of service or commodities other than alcoholic liquor; or
 - b. Any public place that engages in the retail sale of alcoholic liquors for consumption on the premises where the sale and consumption of food

predominates the sale and consumption of alcoholic liquor except as otherwise prohibited for Class B and Class C licenses, as hereinafter provided in this chapter; or

- c. A picnic, bazaar, fair, festival, wedding or similar assembly where food is dispensed and only where the dispensing of food predominates for a period from 12:00 noon to midnight and subject to the other applicable provisions as set forth in this Code; or
- d. Any licensed premise which, for a period of at least 30 minutes prior to the admission of minors and for at least 30 minutes after the departure of minors, does not dispense or sell any alcoholic liquor to any person on the premise.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1995-M-1 § 1; Ord. 1988-M-14 § 1; Ord. 1987-M-81 § 1; Ord. 1980-M-25 § 1(g); Ord. 1976-M-5 (part): prior code § 24.020.)

T. B.Y.O.B. (Bring Your Own Bottle) Prohibited in Licensed Premises.

It is unlawful for any licensee, or his or her agent or employee, to permit any person to consume any alcoholic liquor on the licensed premises that was not purchased from the licensee.

U. Prohibited Entertainment.

It shall be unlawful to permit the following conduct on licensed premises:

1. Performance of acts, or simulated acts of sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation, or other sexual acts.
2. The actual or simulated touching caressing or fondling of the breasts, buttocks, pubic hair, anus or genitals.
3. The actual or simulated display of the breasts, buttocks, pubic hair, anus, vulva, or genitals.
4. Permitting any person to remain upon licensed premises who exposes to public view any portion of his or her breasts, buttocks, pubic hair, genitals, vulva or anus.

V. Teen Club/Teen Dance Club Prohibited.

It is unlawful to permit or operate a teen club/teen dance club at any time on any premises licensed to sell alcoholic liquor. For purposes of this subsection V, a teen club/teen dance club is defined as follows:

Any premises open to the public, all or any constituent part of which is restricted to the admission of, and which caters and/or is promoted to, patrons between the ages of thirteen (13) and twenty (20), inclusive, irrespective of whether admission is with or without an admission fee or charge, where patrons enjoy dancing, live and recorded music and entertainment, video or arcade games or other games or devices related to amusement or entertainment, or where videotape presentations are shown. "Teen Club/Teen Dance Club" does not include places operated by government entities, schools, religious institutions or any other non-commercial organization which might occasionally host or sponsor entertainment or activities for teenagers incidental to the organization's principle purpose.

(Ord. 2012-M-30 § 9.)

W. Payment of Taxes, Fees, Charges and Other Monies to City when Due.

It is the obligation of every licensee to pay to the City, **ON OR BEFORE THE DUE DATE**, each and every tax (including, but not limited to the St. Charles Alcohol Tax), fee, charge or other monetary obligation imposed by and/or owed to the City by said licensee.

The failure of a licensee to make any required payment, **ON OR BEFORE THE DUE**

DATE, shall subject the licensee to a Citation being issued to determine if the licensee shall be fined or having its license suspended or revoked.

THERE IS A ZERO TOLERANCE POLICY. THE CITATION SHALL BE PROSECUTED TO ITS CONCLUSION, REGARDLESS OF WHETHER THE PAYMENT IS SUBSEQUENTLY MADE AFTER THE DUE DATE.

(Ord. 2012-M-30 § 9.) (Ord. 2010-M-29 § 1.)

5.08.260 Regulations Applicable to Certain Licenses Only

A. Class A Licenses - Single Serving Sales Prohibited.

Beer in containers of 16 ounces or less shall not be sold to any person in quantities of less than six cans or bottles for consumption. The above provision shall not be applicable to the permitted sale of beer for consumption on the premises when brewed on the premises of a Class A-4 license.

B. Class A, Class D-1 and Class E Licenses - Wine and Beer Tasting.

Class A and D-1 local liquor license holders may conduct on premise wine and beer tasting, but only in connection with the bona fide sale of wine or beer in the original package for consumption not on the premises. Wine and beer tasting shall be confined to samples of not more than one ounce (1 oz.) of wine and two ounces (2 oz.) of beer in conjunction with the anticipated sale of wine and beer. The sample shall be provided without compensation. Class E local liquor license holders may conduct such wine and beer tasting, but only with the written approval of the Local Liquor Control Commissioner.

C. Class B, Class C, Class D-1 and Class E Licenses - Live Entertainment.

Class B, C and D-1 local liquor licenses may permit live entertainment as defined in this chapter and as regulated by this chapter and the City's zoning ordinance. Live entertainment may be permitted during the hours that alcoholic liquor may be sold.

Notwithstanding the foregoing, outdoor live entertainment is expressly prohibited every day between the hours of 10:00 p.m. and noon the following day. Further the sound level of any amplified outdoor entertainment shall not exceed sixty (60) decibels at the property line of any residential district.

Class E licenses shall permit live entertainment only as expressly permitted in the approval of any such Class E license.

D. Class B and Class C Licenses – Underage Persons Prohibited in Licensed Premises at Certain Times.

Notwithstanding any provision of this chapter to the contrary, no Class B or Class C licensee shall permit any person under the age of twenty-one (21) years to enter or remain upon the licensed premises after the hour of 11:00 p.m., unless such person is accompanied by his or her parent or legal guardian at all times.

From and after the hour of 11:00 p.m. until closing, every Class B and Class C licensee shall verify that each person entering or remaining on the licensed premises is at least twenty-one (21) years of age, unless such person is accompanied by his or her parent or legal guardian at all times. This restriction shall not apply to private gatherings within an establishment, the location of which has been segregated from the general public within said establishment.

From and after the hour of 11:00 p.m. until closing, every Class B and Class C licensee shall have an employee or agent posted, at all times, at each entrance to the licensed premises who shall be responsible for verifying that each person entering the licensed

premises is at least twenty-one (21) years of age, unless accompanied by his or her parent or legal guardian.

Notwithstanding the foregoing, the provisions of this subsection D shall not be applicable to any person under the age of twenty-one (21) years lawfully employed at the licensed premises, provided that such person is on duty, working and being compensated therefore. (Ord. 2010-M-52 § 9.)

E. Class B and Class C Licenses – Sale/Consumption of Alcoholic Liquor on Licensed Premises Only – Defined.

Class B and Class C licenses authorize the retail sale of alcoholic liquor for consumption solely on the licensed premises. Class B and Class C licenses shall not engage in the sale of alcoholic liquor nor suffer or permit the consumption of alcoholic liquor, except on the licensed premises. For purposes of this prohibition, “premises” means the interior of the building governed by a Class B or C license. “Premises” specifically excludes sidewalks, streets, parking areas and grounds adjacent to any such building, regardless of whether such sidewalks, streets, parking areas and grounds adjacent to any such building are under the ownership or control of the licensee.

Notwithstanding the foregoing, a patio, deck or similar area may be specifically authorized and designated as being included in a Class B or Class C licensee’s licensed premises, if the Local Liquor Control Commissioner, in his sole discretion, approves the sale and/or consumption of alcoholic liquor, in such patio, deck or similar area, on the site plan required for each Class B and Class C license.

F. Class B Licenses – Holding Bar

Class B licensed premises are permitted to have a holding bar on said premises, provided that said holding bar shall not contain seating in excess of 20% of the total number of seats approved for said premises.

(Ord. 2012-M-30 § 10.) (Ord. 2010-M-29 § 1.)

5.08.270 Underage Persons

- A. No person, after purchasing or otherwise obtaining alcoholic liquor, shall sell, give, or deliver such alcoholic liquor to another person under the age of twenty-one (21) years, except in the performance of a religious ceremony or service.
- B. No person shall sell, give, or furnish to any person under the age of twenty-one (21) years any false or fraudulent written, printed, or Photostatted evidence of the age and identity of such person nor shall anyone sell, give or furnish to any person under the age of twenty-one (21) years evidence of age and identification of any other person.
- C. No person under the age of twenty-one (21) years shall present or offer to any licensee, his agent or employee, any written, printed, or photostatted evidence of age and identity which is false, fraudulent, or not actually his own for the purpose of ordering, purchasing, attempting to purchase or otherwise procuring or attempting to procure, the serving of any alcoholic liquor, nor shall any person have in his possession any false or fraudulent written, printed, or photostatted evidence of age and identity.
- D. No person under the age of twenty-one (21) years shall have any alcoholic liquor in his possession nor shall any such person consume any alcoholic liquor. This section does not apply to possession by a person under the age of twenty-one (21) years or consumption in the performance of a religious ceremony or service.
- E. This section does not apply to possession by a person under the age of twenty-one (21) years making a delivery of alcoholic liquor in pursuance of the order of his or her parent or

in pursuance of his or her employment.

Any person violating this section shall be fined two-hundred fifty dollars (\$250.00) for the first offense nor more than seven hundred fifty dollars (\$750.00) for each subsequent offense.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1995-M-1 § 1; Ord. 1988-M-14 § 1; Ord. 1987-M-81 § 1; Ord. 1980-M-25 § 1(g); Ord. 1976-M-5 (part): prior code § 24.020.)

5.08.280 Peddling Alcoholic Liquor in City Prohibited

It is unlawful to peddle alcoholic liquor in the City.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.013.)

5.08.290 Possession of Alcoholic Liquor in Motor Vehicle

No person shall transport, carry, possess or have any alcoholic liquor within the passenger area of any motor vehicle, except in the original package and with the seal unbroken.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5(part): prior code § 24.027.)

5.08.300 Sale, Delivery, Consumption and Possession of Alcoholic Liquor on Public Property

It is unlawful for any person to sell, deliver, consume or possess, except in original packages with seals unbroken, any alcoholic liquor upon any streets, sidewalk, alley or other public right-of-way and City property. However, upon approval of the City Council and the consent of the Local Liquor Control Commissioner, this section shall not apply to the premises of a Class E license issued pursuant to this chapter.

Notwithstanding the foregoing, alcoholic liquor may be sold, delivered, consumed and possessed on the public right-of-way adjacent to Class B licensed premises located within the First Street TIF District (described below), subject to: (a) approval of the City Council, (b) the premises obtaining a Sidewalk Café permit pursuant to Section 12.04.102 of this Code and (c) strict compliance with the site drawing (including conditions imposed by the Local Liquor Control Commissioner thereon) approved in conjunction with the issuance of the Class B license for said premises.

Any person violating this section shall be fined not less than one hundred dollars (\$100.00) for the first offense nor more than two hundred fifty dollars (\$250.00) for each subsequent offense.

(Ord. 2010-M-67 § 1; Ord. 2010-M-36 § 1; Ord. 2010-M-29 § 1; Ord. 2008-M-43 § 1; Ord. 2007-M-75 § 1; Ord. 2004-M-12 § 1; Ord. 1982-M-62 § 1; Ord. 1976-M-5 (part): prior code § 24.039.)

5.08.310 Responsibility of the Owner or Occupant of Premises

Except under the direct supervision and approval of the parents or parent, it is unlawful for any owner or occupant of any premises located within the City to knowingly allow a person under the age of twenty-one (21) years to remain on such premise while in the possession of alcoholic liquor or while consuming alcoholic liquor in violation of this chapter.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1995-M-1 § 1; Ord. 1982-M-48 § 1.)

5.08.320 License – Revocation or Suspension – Hearing Procedure

A. The Local Liquor Control Commissioner may, in accordance with the law and the

provisions of the Liquor Control Act of 1934 (235 ILCS 5/1-1 et seq.), as amended, revoke or suspend any license issued under his authority if he determines that the licensee has violated any of the provisions of said Act or of any ordinance or resolution enacted by the corporate authorities of the City or any applicable rule or regulation established by the Local Liquor Control Commissioner or the Illinois Liquor Control Commission which is not inconsistent with law. In addition to or in lieu of a suspension, the Local Liquor Control Commissioner may levy a fine on the licensee for such violations. The fine imposed shall not exceed One Thousand (\$1,000) Dollars for a first violation within a twelve (12) month period, One Thousand Five Hundred (\$1,500) Dollars for a second violation within a twelve (12) month period, and Two Thousand Five Hundred (\$2,500) Dollars for a third or subsequent violation within a twelve (12) month period. Each day on which a violation continues shall constitute a separate violation. Not more than Fifteen Thousand (\$15,000) Dollars in fines under this section may be imposed against any licensee during the period of his license. Proceeds from such fines shall be paid into the general corporate fund of the City Treasury. However, no such license shall be so revoked or suspended and no license shall be fined except after a public hearing by the Local Liquor Control Commissioner with a three-day written notice to the licensee, affording the licensee an opportunity to appear and defend. Further, in the event that the Local Liquor Control Commissioner shall find a licensee guilty of violating any provision of this chapter, he may order the licensee to pay to the City the following: 1) reasonable attorney's fees incurred by the City, the Chief of Police and the Local Liquor Control Commissioner; and 2) reasonable costs, including but not limited to the costs of court reporter fees and witness fees incurred by reason of the hearing.

- B. If the Local Liquor Control Commissioner has reason to believe that any continued operation of a particular licensed premises will immediately threaten the welfare of the community, he may, upon the issuance of a written order stating the reason for such conclusions and without notice of hearing, order the licensed premises closed for not more than seven days, giving the licensee an opportunity to be heard during that period; except, if the licensee is also engaged in another business on the licensed premises, such order shall not be applicable to such other business.
- C. The Local Liquor Control Commissioner shall within five (5) days after such hearing, if he determines after such hearing that the license should be revoked or suspended, or that the licensee should be fined, state the reason for such determination in a written order of revocation or suspension and serve a copy of such order within the five (5) days upon the licensee.
- D. Review of decisions of the Local Liquor Control Commissioner shall be as provided for in Section 5/7-9 of Chapter 235 of the Illinois Compiled Statutes.

(Ord. 2010-M-29 § 1; Ord. 2007-M-72 § 1; Ord. 2004-M-12 § 1; Ord. 2001-M-23 § 1; Ord. 1995-M-53 § 7; Ord. 1976-M-5 (part): prior code § 24.003(B).)

5.08. 330 List of Licenses and Revocations

The Local Liquor Control Commissioner shall keep or cause to be kept a complete record of all licenses issued by him and shall furnish the clerk, treasurer and Chief of Police a copy thereof; upon the issuance of any new license, or the revocation of any old license, the Local Liquor Control Commissioner shall give written notice of such action to each of said officers, and in case of revocation a written notice shall be given to the licensee whose license has been revoked. All notices provided for in this section shall be given forty-eight (48) hours from the

time of any such action or actions. Notice shall also be given to the Illinois Liquor Control Commission of the revocation of any and all such licenses.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.007.)

5.08.340 Forfeiture of Fees Upon License Revocation

Whenever any license under this chapter has been revoked, as provided for in this chapter, the license shall incur a forfeiture of all moneys that have been paid for said license.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.025.)

5.08.350 Owner of Premises Permitting Violation

If the owner of the licensed premises or a person from whom the license derives the right to possession of such premises, or the agent of such owner or person, shall knowingly permit the licensee to use said licensed premises in violation of the terms of this chapter, said owner, agent or other person shall be deemed guilty of a violation of this chapter to the same extent as said licensee and be subject to the same punishment.

(Ord. 2010-M-29 § 1.)

5.08.360 Acts of Agent or Employee; Liability of Licensee; Knowledge

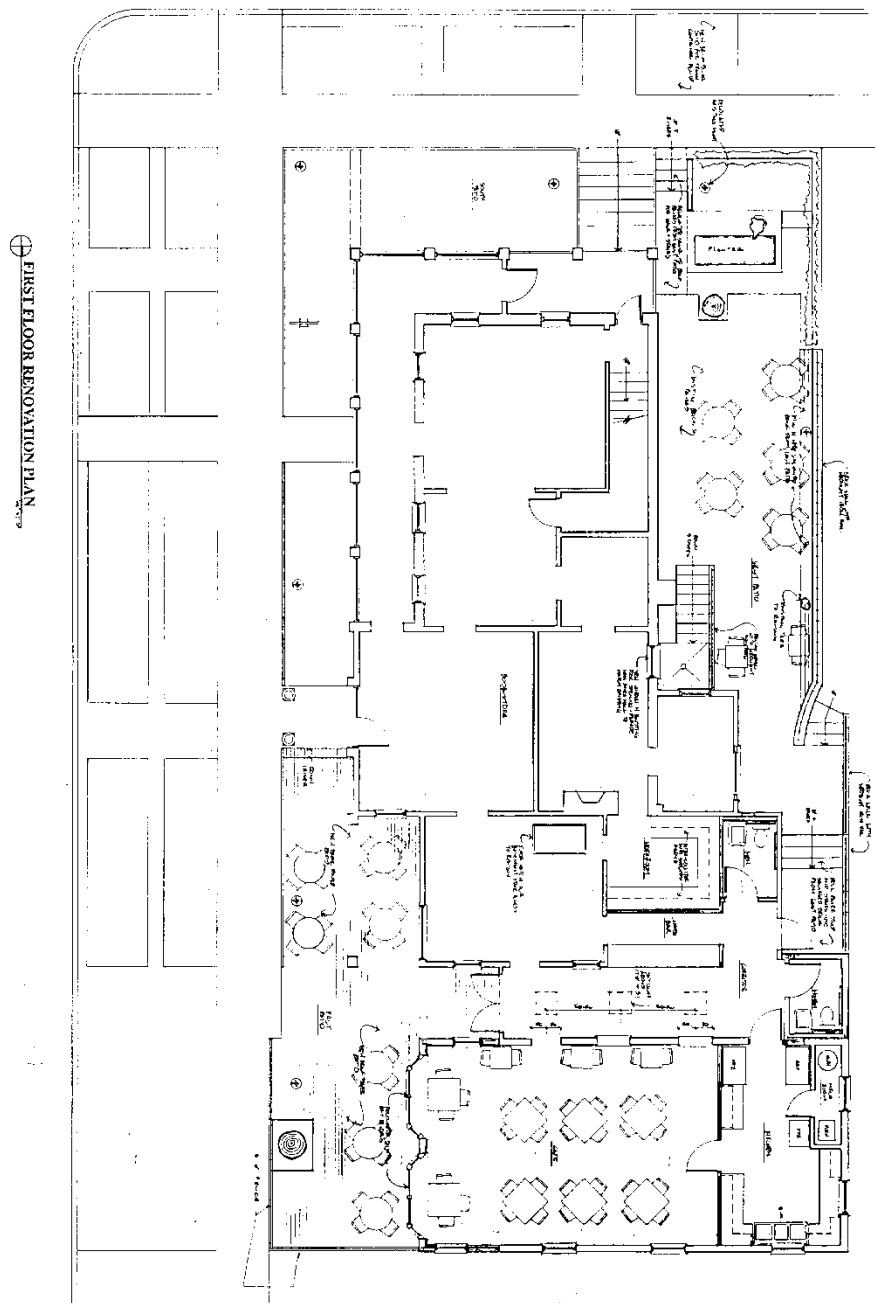
Every act or omission of whatsoever nature constituting a violation of any of the provisions of this chapter, by any officer, director, manager or other agent or employee of any licensee, shall be deemed and held to be the act of such employer or licensee, and said employer or licensee shall be punishable in the same manner as if said act or omission had been done or omitted by him personally.

(Ord. 2010-M-29 § 1.)

5.08.370 Violation - Penalty

Any person, firm, or corporation violating any provision of this chapter shall, upon conviction, be fined not less than one hundred dollars (\$100.00) for the first offense and up to seven hundred and fifty dollars (\$750.00) for each subsequent offense; and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1982-M-62 § 2.)



3	DIXON ASSOCIATES ARCHITECTS 1015 NORTH SECOND AVENUE ST. CHARLES, ILLINOIS 62250 TEL: 636.261.1234 WWW.DIXONARCHITECTS.COM	 TOWNHOUSE BOOKS & CAFE ADDITIONS & ALTERATIONS 105 NORTH SECOND AVENUE ST. CHARLES, ILLINOIS
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(Ord. 1997-M-14 § 2.)

SECTION 2. That after the adoption and approval hereof, this 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.

SECTION 3. This Ordinance shall be in full force and effect from and after its passage by a vote of the majority of the Corporate Authorities now holding office and approval in the manner provided by law.

PRESENTED to the City Council of the city of St. Charles, Illinois, this _____ day of _____, 2015.

PASSED by the City Council of the city of St. Charles, Illinois, this _____ day of _____, 2015.

APPROVED by the Mayor of the city of St. Charles, Illinois, this _____ day of _____, 2015.

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes : _____

Nays : _____

Absent : _____

Abstain : _____

**City of St. Charles, Illinois
Ordinance No. 2015-M-**

An Ordinance Amending Title 9 Entitled "Public Peace, Morals and Welfare", Chapter 9.09 "Fighting" of the St. Charles Municipal Code

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

SECTION 1: That Title 9," Public Peace, Morals and Welfare," Chapter 9.09 "Fighting," of the St. Charles Municipal Code, be and is hereby amended by deleting this Chapter in its entirety and replacing the same and substituting the following therefore:

CHAPTER 9.09

FIGHTING

Sections:

9.09.10 Fighting Prohibited

9.09.10 Fighting Prohibited

No person shall physically fight with another person without legal justification. Any person violating this Section shall be punished by a fine of not less than five hundred dollars (\$500.00) for their first related offense nor more than seven hundred fifty dollars (\$750.00) for each subsequent offence.

(Ord. 2012-M-48 §1; Ord. 2011-M-14 § 1)

SECTION 2. That after the adoption and approval hereof, this 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.

SECTION 3. This Ordinance shall be in full force and effect from and after its passage by a vote of the majority of the Corporate Authorities now holding office and approval in the manner provided by law.

PRESENTED to the City Council of the city of St. Charles, Illinois, this _____
day of _____, 2015.

PASSED by the City Council of the city of St. Charles, Illinois, this _____
day of _____, 2015.

APPROVED by the Mayor of the city of St. Charles, Illinois, this _____
day of _____, 2015.

.

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes : _____

Nays : _____

Absent : _____

Abstain : _____

**City of St. Charles, Illinois
Ordinance No. 2015-M-**

An Ordinance Amending Title 9 Entitled "Public Peace, Morals and Welfare", Chapter 9.16 "Profanity – Indecent Conduct" of the St. Charles Municipal Code

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

SECTION 1: That Title 9, "Public Peace, Morals and Welfare," Chapter 9.16 "Profanity Indecent Conduct" of the St. Charles Municipal Code, be and is hereby amended by deleting this Chapter in its entirety and replacing the same and substituting the following therefore:

CHAPTER 9.16

PROFANITY – INDECENT CONDUCT⁴

Sections:

9.16.010	Bathing or Swimming in Public Place
9.16.020	Public Urination, Defecation Prohibited

9.16.010 Bathing or Swimming in Public Place

It is unlawful for any person to swim or bathe at any public place or in a place open to public view unless such person is adequately garbed in a bathing suit or other suitable garment to protect this person from exposure.

(Ord. 1978-M-45 §1: prior code § 28.017)

9.16.020 Public Urination, Defecation Prohibited

It shall be unlawful for any person to urinate or defecate:

- A. In or on a public street, alley, sidewalk, yard, park, building, structure, plaza, public or utility right-of-way, or other public place other than a restroom; or
- B. In public view.

Any person violating this Section shall be punished by a fine of not less than two hundred fifty dollars (\$250.00) for their first offense nor more than seven hundred fifty dollars (\$750.00) for each subsequent offense.

(Ord. 2012-M-48 § 2; Ord. 2009-M-70 § 1)

SECTION 2. That after the adoption and approval hereof, this 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.

SECTION 3. This Ordinance shall be in full force and effect from and after its passage by a vote of the majority of the Corporate Authorities now holding office and approval in the manner provided by law.

PRESENTED to the City Council of the city of St. Charles, Illinois, this _____ day of _____, 2015.

PASSED by the City Council of the city of St. Charles, Illinois, this _____ day of _____, 2015.

APPROVED by the Mayor of the city of St. Charles, Illinois, this _____ day of _____, 2015.

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes : _____

Nays : _____

Absent : _____

Abstain : _____

**City of St. Charles, Illinois
Ordinance No. 2015-M-**

**An Ordinance Amending Title 9, Entitled "Public Peace Morals and
Welfare", Chapter 9.20 "Disorderly Conduct"
of the St. Charles Municipal Code**

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

SECTION 1: That Title 9,"Public Peace, Morals and Welfare," Chapter 9.20
"Disorderly Conduct" of the St. Charles Municipal Code, be and is hereby amended by deleting
this Chapter in its entirety and replacing the same and substituting the following therefore:

CHAPTER 9.20

DISORDERLY CONDUCT⁵

Sections:

9.20.010	Disorderly Conduct – Designated - Prohibited
9.20.020	Intoxication in Public Place Prohibited
9.30.030	Disturbing Lawful Assemblages Prohibited
9.20.040	Unlawful Assemblages

9.20.010 Disorderly Conduct – Designated - Prohibited

It is unlawful for any person to commit disorderly conduct. A person commits disorderly conduct when he knowingly:

- A. Does any act in such unreasonable manner as to alarm or disturb another and to provoke a breach of the peace; or
- B. With intent to annoy another, makes a telephone call, whether or not conversation thereby ensues; or
- C. Enters upon the property of another for a lewd or unlawful purpose; deliberately looks into a dwelling on the property through a window or opening.

(Ord. 1969-M-3 §1; prior code § 28.002)

9.20.020 Intoxication in Public Place Prohibited

It is unlawful for any person to be in an intoxicated condition and disorderly on or in any street, alley or other public place in the City. Any person violating the Section shall be punished by a fine of not less than two hundred fifty dollars (\$250.00) for their first offense nor more than seven hundred fifty dollars (\$750.00) for each subsequent offense.

(Ord. 2012-M-48 § 2; Ord. 2008-M-47 § 1: Prior code § 28.003)

Emergency Treatment (Exemptions to 9.20.020)

A person who appears to be intoxicated in a public place and who may be in danger to himself or others may be assisted to his home, a treatment facility or other health/public facility either directly by the police or through an intermediary person. Such person shall be detained for protective custody purposes only, and shall not be cited and/or arrested. Being intoxicated shall not be the sole basis for the offense of Public Intoxication (20 ILCS 301/25-15; 20 ILCS 301/55-15).

9.20.030 Disturbing Lawful Assemblages Prohibited

It is unlawful for any person to disturb any lawful assemblage or gathering in this city.
(Prior code § 28.009)

9.20.040 Unlawful Assemblages

It is unlawful to collect, gather, or be a member or any disorderly crowd, or any crowd gathering together for any unlawful purpose.
(Prior code § 28.014)

SECTION 2. That after the adoption and approval hereof, this 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.

SECTION 3. This Ordinance shall be in full force and effect from and after its passage by a vote of the majority of the Corporate Authorities now holding office and approval in the manner provided by law.

PRESENTED to the City Council of the city of St. Charles, Illinois, this _____
day of _____, 2015.

PASSED by the City Council of the city of St. Charles, Illinois, this _____
day of _____, 2015.

APPROVED by the Mayor of the city of St. Charles, Illinois, this _____
day of _____, 2015.

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes : _____

Nays : _____

Absent : _____

Abstain : _____

City of St. Charles, Illinois
Ordinance No. 2015-M-

An Ordinance Amending Title 9, Entitled "Public Peace, Morals and Welfare", Chapter 9.65 "Administrative Adjudication" of the St. Charles Municipal Code

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

SECTION 1: That Title 9 Entitled "Public Peace, Morals and Welfare", Chapter 9.65 "Administrative Adjudication" of the St. Charles Municipal Code is hereby amended by deleting this Chapter in its entirety and replacing the same and substituting the following therefore:

Chapter 9.65

ADMINISTRATIVE ADJUDICATION

Sections:

- 9.65.010 Administrative Adjudication of Municipal Code Violations
- 9.65.020 Administrative Adjudication Procedures Not Exclusive
- 9.65.030 Code Hearing Units; Powers of Hearing Officers
- 9.65.050 Rules of Evidence Shall Not Govern
- 9.65.060 Judicial Review
- 9.65.070 Enforcement of Judgment
- 9.65.080 Impact on Existing Administrative Adjudication Systems
- 9.65.090 Severability

- A. The City of St. Charles hereby provides for a system of administrative adjudication of municipal code violations to the extent permitted by the Illinois Constitution and as expressly authorized by the Illinois Municipal Code, 65 ILCS 5/1-2.1-1 et seq., as amended. As used in this ordinance, a "system of administrative adjudication" shall include the adjudication of any violation of the City of St. Charles municipal ordinances, except for:
1. proceedings not within the statutory or the home rule authority of municipalities; and
 2. any offense under the Illinois Vehicle Code or a similar offense that is a traffic regulation governing the movement of vehicles; and
 3. any reportable offense under Section 6-204 of the Illinois Vehicle Code; and
 4. proceedings governed by Chapter 2.19 and Title 17 of the St. Charles Municipal Code.
- (Ord. 2013-M-67 § 1.)

- B. The “system of administrative adjudication” shall also include offenses under the Criminal Code which may, at the discretion of the Chief of Police or his sworn officers, be filed as a Municipal Code violation, with the following exceptions:

1. Any felony or crime of moral turpitude.

9.65.020 Administrative Adjudication Procedures Not Exclusive

- A. The adoption by the City of a system of administrative adjudication does not preclude the City from using other methods to enforce municipal ordinances, including but not limited to, relief in the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois, the Eighteenth Judicial Circuit, DuPage County, Illinois, or any other court of competent jurisdiction.
- B. The adoption by the City of a system of administrative adjudication does not preclude the City from using other methods to enforce the laws of the State of Illinois.

9.65.030 Code Hearing Units; Powers of Hearing Officers

- A. There is hereby established a Code Hearing Unit in the City of St. Charles municipal government. The Code Hearing Unit shall have jurisdiction to adjudicate any violation of the City of St. Charles Municipal Ordinances (hereinafter referred to from time to time as “Code Violations”) except for the following:
1. proceedings not within the statutory or the home rule authority of municipalities; and
 2. any offense under the Illinois Vehicle Code or a similar offense that is a traffic regulation governing the movement of vehicles; and
 3. any reportable offense under Section 6-204 of the Illinois Vehicle Code; and
 4. proceedings governed by Chapter 2.19 and Title 17 of the St. Charles Municipal Code.

(Ord. 2013-M-67 § 2.)

- B. Hearing Officers shall preside over all administrative adjudication hearings. The powers and duties of Hearing Officers shall include the following:
1. hearing testimony and accepting evidence that is relevant to the existence of the code violation;
 2. issuing subpoenas directing witnesses to appear and give relevant testimony at the hearing, upon the request of the parties or their representatives;
 3. preserving and authenticating the record of the hearing and all exhibits and evidence introduced at the hearing;
 4. issuing a determination, based on the evidence presented at the hearing, of whether a code violation exists. The determination shall be in writing and shall include a written finding of fact, decision, and order including the fine, penalty, or action with which the defendant must comply;
 5. imposing penalties as set forth below, and assessing costs upon finding a party liable for the charged violation, except, however, that in no event shall the Hearing Officer have authority to (i) impose a penalty of incarceration, or (ii) impose a fine in excess of \$50,000, or at the option of the municipality, such other amount not to exceed the maximum amount established by the Mandatory Arbitration System as prescribed by the Rules of the Illinois Supreme Court from time to time for the judicial circuit in which the municipality is located. The maximum monetary fine under this item (5), shall be exclusive of costs of enforcement or costs imposed to secure compliance with the

municipality's ordinances and shall not be applicable to cases to enforce the collection of any tax imposed and collected by the City; and

6. the amount of penalty imposed shall be as set forth in this Paragraph. Said penalties shall not, in any way, modify the amount or type of penalty applicable to any code violation filed in the Circuit Court. Regardless of whether a party requests a hearing pursuant to this Chapter, the penalty for citations issued in accordance herewith shall be as follows:
 - a. Section 13.16.205, Water Conservation, \$50;
 - b. Section 8.24.070, Deposits on Streets, \$50;
 - c. Section 12.04.185, Snow Removal, \$50;
 - d. Section 9.32.010, Unauthorized Posting, \$50;
 - e. Section 9.24.010 et seq., Noise Prohibitions, \$75;
 - f. Section 8.20.010, Prohibition of Fireworks, \$75;
 - g. Section 5.16.060(A), Prohibited Sale of Tobacco to Minors, \$75;
 - h. Section 10.06.010, Automated Traffic Law Enforcement System violation, as set forth in Section 10.06.010; and,
 - i. all other code violations fines within the jurisdiction of this system of administrative adjudication are listed under their own specific code title.
- C. Prior to conducting administrative adjudication proceedings, administrative Hearing Officers shall have successfully completed a formal training program which includes the following:
 1. instruction on the rules of procedure of the administrative hearings which they will conduct;
 2. orientation to each subject area of the code violations that they will adjudicate;
 3. observation of administrative hearings; and
 4. participation in hypothetical cases, including ruling on evidence and issuing final orders.In addition, every administrative Hearing Officer must be an attorney licensed to practice law in the State of Illinois for at least three (3) years.
- D. A proceeding before a code hearing unit shall be instituted upon the filing of a written pleading by an authorized official of the municipality.

9.65.050 Rules of Evidence Shall Not Govern

The formal and technical rules of evidence shall not apply in an adjudicatory hearing permitted under this Division. Evidence, including hearsay, may be admitted only if it is of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs.

9.65.060 Judicial Review

Any final decision by a Code Hearing Unit shall constitute a final determination for purposes of judicial review, and shall be subject to the Illinois Administrative Review Law (735 ILCS 5/3-101 et seq.).

9.65.070 Enforcement of Judgment

- A. Any fine, other sanction, or costs imposed, or part of any fine, other sanction, or costs imposed, remaining unpaid after the exhaustion of or the failure to exhaust judicial review procedures under the Illinois Administrative Review Law are a debt due and owing the City and may be collected in accordance with applicable law.
- B. After expiration of the period in which judicial review under the Illinois Administrative Review Law may be sought for a final determination of a code violation, unless stayed by a

court of competent jurisdiction, the findings, decision, and order of the Hearing Officer may be enforced in the same manner as a judgment entered by a court of competent jurisdiction.

- C. In any case in which a defendant has failed to comply with a judgment ordering a defendant to correct a code violation or imposing any fine or other sanction as a result of a code violation, any expenses incurred by a municipality to enforce the judgment, including, but not limited to, attorney's fees, court costs, and costs related to property demolition or foreclosure, after they are fixed by a court of competent jurisdiction or a Hearing Officer, shall be a debt due and owing the municipality and may be collected in accordance with applicable law. Prior to any expenses being fixed by a Hearing Officer pursuant to this subsection (c), the municipality shall provide notice to the defendant that states that the defendant shall appear at a hearing before the administrative Hearing Officer to determine whether the defendant has failed to comply with the judgment. The notice shall set the date for such a hearing, which shall not be less than seven (7) days from the date that notice is served. If notice is served by mail, the seven (7) day period shall begin to run on the date that the notice was deposited in the mail.
- D. Upon being recorded in the manner required by Article XII of the Code of Civil Procedure (735 ILCS 5/12-101 et seq.) or by the Uniform Commercial Code (810 ILCS 5/1-101 et seq.) a lien shall be imposed on the real estate or personal estate, or both, of the defendant in the amount of any debt due and owing the City under this Ordinance. The lien may be enforced in the same manner as a judgment lien pursuant to a judgment of a court of competent jurisdiction.
- E. A Hearing Officer may set aside any judgment entered by default and set a new hearing date, upon a petition filed within 21 days after the issuance of the order of default, if the Hearing Officer determines that the petitioner's failure to appear at the hearing was for good cause or at any time if the petitioner establishes that the municipality did not provide proper service of process. If any judgment is set aside pursuant to this subsection (e), the Hearing Officer shall have authority to enter an order extinguishing any lien which has been recorded for any debt due and owing the municipality as a result of the vacated default judgment.

9.65.080 Impact on Existing Administrative Adjudication Systems

This ordinance shall not affect the validity of systems of administrative adjudication that were authorized by State law, including home rule authority, and in existence prior to the effective date of this ordinance.

9.65.090 Severability

Should a court of competent jurisdiction determine that one or more sections or subsections of this ordinance is, or are invalid, the remaining sections or subsections hereof shall remain in full force and effect.

(Ord. 2007-M-53 § 2.)

SECTION 2. That after the adoption and approval hereof, this 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.

SECTION 3. This Ordinance shall be in full force and effect from and after its passage by a vote of the majority of the Corporate Authorities now holding office and approval in the manner provided by law.

PRESENTED to the City Council of the city of St. Charles, Illinois, this _____ day of _____, 2015.

PASSED by the City Council of the city of St. Charles, Illinois, this _____ day of _____, 2015.

APPROVED by the Mayor of the city of St. Charles, Illinois, this _____ day of _____, 2015.

Raymond P. Rogina, Mayor

ATTEST:

City Clerk


COUNCIL VOTE:

Ayes : _____

Nays : _____

Absent : _____

Abstain : _____

	AGENDA ITEM EXECUTIVE SUMMARY						
	Title:	Motion to Approve An Ordinance to Approve a Mutual Release, Waiver and Termination Agreement by and Between the City of St. Charles and First Street Development, LLC					
	Presenter:	Rita Tungare					
<i>Please check appropriate box:</i>							
	Government Operations		Government Services				
	Planning & Development	X	City Council 03-02-15				
	Public Hearing						
Estimated Cost:		Budgeted:	YES		NO		
If NO, please explain how item will be funded:							
Executive Summary:							
<p>On February 17, 2015, the Planning and Development Committee unanimously recommended approval of a proposed Redevelopment Agreement (RDA) between the City and First Street Development II, LLC, pertaining to development of Phase 3 of the First Street Redevelopment Project. Approval of the RDA is listed subsequent to this item on the City Council agenda.</p>							
<p>Attached is an ordinance approving an agreement to officially document the termination of the original 2006 RDA related to the First Street Redevelopment project.</p>							
<p>Within the new proposed RDA, Article 3.3 requires as a pre-condition that First Street Development, LLC also execute the attached agreement.</p>							
Attachments: <i>(please list)</i>							
Ordinance							
Recommendation / Suggested Action <i>(briefly explain):</i>							
<p>Motion to Approve An Ordinance to Approve a Mutual Release, Waiver and Termination Agreement by and Between the City of St. Charles and First Street Development, LLC.</p>							
For office use only:	Agenda Item Number: <i>II C 3</i>						

Jc3

City of St. Charles, Illinois
Ordinance No. 2015-M-____

**An Ordinance to Approve a Mutual Release, Waiver and Termination
Agreement by and Between the City of St. Charles and
First Street Development, LLC**

WHEREAS, the City of St. Charles ("City") and First Street Development, LLC ("First Street") were parties to a certain City of St. Charles Tax Increment Financing Redevelopment Agreement, dated December 15, 2006 ("Redevelopment Agreement"), pertaining to redevelopment of certain property within the First Street Redevelopment Project Area of the City previously terminated by the City's notice of default, dated April 23, 2014, and not otherwise cured by First Street; and

WHEREAS, both parties hereto desire to affirm termination of said Redevelopment Agreement and to settle, waive and release each other from any rights, duties and obligations under the terms of the Redevelopment Agreement and further waive and release any and all actions, causes of action, claims, or otherwise which one party may have against the other, by reason of the Redevelopment Agreement, or its termination.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, as follows:

1. The statements contained in the preamble hereto are found to be true and correct and are hereby incorporated as part of this Ordinance.

2. It is hereby determined that the public interest will be served by approving, entering into and accepting the Mutual Release, Waiver and Termination Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

3. That the City Mayor be and hereby is authorized and directed to execute and the City Clerk be and hereby is authorized and directed to attest and place the corporate seal upon any and all documents necessary to effectuate the Mutual Release, Waiver and Termination Agreement.

4. All ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of the conflict.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 2nd day of March, 2015.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 2nd day of March, 2015.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties,
Illinois this 2nd day of March, 2015.

Raymond P. Rogina, Mayor

ATTEST:

Nancy Garrison, City Clerk

Council Vote:

Ayes:

Nays:

Absent:

Abstain:

APPROVED AS TO FORM:

City Attorney

DATE:_____

EXHIBIT A

MUTUAL RELEASE, WAIVER AND TERMINATION AGREEMENT

MUTUAL RELEASE, WAIVER AND TERMINATION AGREEMENT

THIS MUTUAL RELEASE, WAIVER AND TERMINATION AGREEMENT made this _____ day of March, 2015, between the CITY OF ST. CHARLES, an Illinois municipal corporation (hereinafter the "City") and FIRST STREET DEVELOPMENT, LLC (hereinafter "First Street LLC").

WHEREAS, the City and First Street LLC were parties to a certain City of St. Charles Tax Increment Financing Redevelopment Agreement (First Street), dated December 15, 2006 (hereinafter the "Redevelopment Agreement"), pertaining to redevelopment of certain property within the First Street Redevelopment Project Area of the City and previously terminated by the City's notice of default dated April 23, 2014, and not otherwise cured by First Street LLC; and

WHEREAS, both parties hereto desire to affirm termination of said Redevelopment Agreement and to settle, waive and release each other from any rights, duties and obligations under the terms of the Redevelopment Agreement and further waive and release any and all actions, causes of action, claims, or otherwise which one party may have against the other, by reason of the Redevelopment Agreement, or its termination.

NOW, THEREFORE, IN CONSIDERATION OF the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are hereby incorporated as if fully restated herein.
2. By mutual agreement of the City and First Street LLC, the Redevelopment Agreement is hereby terminated and each party is hereby released from any and all rights, duties and obligations to perform under the terms of the Redevelopment Agreement.
3. The City hereby unconditionally waives, and fully and completely releases First Street LLC and its members, employees, agents and assigns from any and all obligations, actions,

claims, causes of action, claims, damages and costs arising out of or in any way that may arise under the Redevelopment Agreement, or by reason of its termination.

4. First Street LLC hereby unconditionally waives and fully and completely releases the City and its officials, employees, agents and assigns from any and all obligations, actions, claims, actions, causes of action, damages and costs arising out of or in any way that may arise under the Redevelopment Agreement, or by reason of its termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first written above.

FIRST STREET DEVELOPMENT LLC

CITY OF ST. CHARLES

By: _____
Its: _____

By: _____
Its: _____

ATTEST:

By: _____
Its: _____



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Motion to approve an Ordinance Approving and Authorizing the Execution of the Redevelopment Agreement by and between First Street Development II, LLC and the City of St. Charles, Kane and DuPage Counties, Illinois
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 03-02-15
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:		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 February 17, 2015, the Planning and Development Committee unanimously recommended approval of a proposed Redevelopment Agreement (RDA) between the City and First Street Development II, LLC, pertaining to development of Phase 3 of the First Street Redevelopment Project. The final version of the agreement is attached. The terms are unchanged from the P&D Committee presentation.

Pursuant to the statutory requirements of the TIF Act, the City is required to publish for alternate proposals for the disposition of City-owned property as part of the First Street Phase III Development. The City published for alternate proposals in February and written responses were due at the office of the City Administrator on Friday, February 27, 2015 at 3:00 p.m.

For your information, as of noon on February 27, 2015, when this Executive Summary was prepared the City has not received any alternate proposals. At the Council Meeting, we will update the Council on whether any proposals were submitted as of the above stated deadline.

Attachments: *(please list)*

Ordinance

Recommendation / Suggested Action *(briefly explain):*

Motion to approve an Ordinance Approving and Authorizing the Execution of the Redevelopment Agreement by and between First Street Development II, LLC and the City of St. Charles, Kane and DuPage Counties, Illinois

For office use only:

Agenda Item Number: II C 4

City of St. Charles, Illinois
Ordinance No. 2015-M-_____

**An Ordinance Approving and Authorizing the Execution of the
Redevelopment Agreement by and between First Street Development II, LLC
and the City of St. Charles, Kane and DuPage Counties, Illinois**

WHEREAS, First Street Development II, LLC (the "Developer") desires to enter into a redevelopment agreement ("Redevelopment Agreement") with the City of St. Charles, Kane and DuPage Counties, Illinois (the "City") for purposes of acquiring and redeveloping of a portion of the Central Downtown Redevelopment Project Area (the "Redevelopment Area"); and

WHEREAS, on February 14 and 18, 2015, notices were published providing an invitation to all interested parties to submit alternate proposals to the City on or before 3:00 p.m., February 27, 2015, for the disposition of the City-owned real property within the Redevelopment Area proposed to be conveyed to the Developer pursuant to the terms of the proposed Redevelopment Agreement by and between the Developer and the City; and

WHEREAS, the City finds that the time period within which to submit alternate proposals was sufficient for purposes of satisfying the Tax Increment Allocation Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended (the "Act"); and

WHEREAS, no alternate proposals were submitted to the City; and

WHEREAS, the Corporate Authorities of the City find it is in the best interests of the City to enter into the Redevelopment Agreement.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, as follows:

1. That the foregoing recital clauses to this Ordinance are adopted as the findings of the Corporate Authorities of the City of St. Charles and are incorporated herein by specific reference.

2. That upon receipt from the Developer of four (4) executed copies of the Redevelopment Agreement, the Mayor is hereby authorized to execute, and the City Clerk is hereby authorized to attest to, the Redevelopment Agreement in substantially the form of such agreement appended to this Ordinance as Exhibit "A," with such changes therein as shall be approved by the officials of the City executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from and after the execution and delivery of such Redevelopment Agreement.

3. That the officials, officers and employees of the City are hereby authorized to take such further actions and execute such documents as are necessary to carry out the intent and purpose of this Ordinance and of the Redevelopment Agreement.

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

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 2nd day of March, 2015.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 2nd day of March, 2015.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 2nd day of March, 2015.

Raymond P. Rogina, Mayor

ATTEST:

Nancy Garrison, City Clerk

Council Vote:

Ayes:

Nays:

Absent:

Abstain:

APPROVED AS TO FORM:

City Attorney

DATE:_____

EXHIBIT "A"
REDEVELOPMENT AGREEMENT

**CITY OF ST. CHARLES CENTRAL DOWNTOWN
TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT
(FIRST STREET PROJECT)**

THIS REDEVELOPMENT AGREEMENT (the "*Agreement*") is made and entered into this _____ day of March, 2015 ("*Effective Date*"), by and between the **CITY OF ST. CHARLES**, an Illinois municipal corporation (the "*City*"), and **FIRST STREET DEVELOPMENT II, LLC**, an Illinois limited liability company (the "*Developer*") (the City and Developer are hereinafter sometimes collectively referred to as the "*Parties*", and individually as a "*Party*").

W I T N E S S E T H:

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, as amended [65 ILCS 5/11- 74.4 -1 *et seq.* (2005 Illinois State Bar Ed.)] (the "*Act*"), the City has undertaken a program to qualify for redevelopment of certain property within the City and generally located and which is legally described in Exhibit A and depicted in Exhibit A-1, attached hereto and made a part hereof (the "*Redevelopment Project Area*"); and

WHEREAS, on February 17, 2015, the Corporate Authorities of the City, after giving all notices and conducting all public hearings required by the Act, adopted the following ordinances:

Ordinance No. 2015-M-7, entitled "An Ordinance of the City of St. Charles, Kane and DuPage Counties, Illinois, Approving a Tax Increment Redevelopment Plan and Redevelopment Project for the Central Downtown Redevelopment Project Area";

Ordinance No. 2015-M-8, entitled "An Ordinance of the City of St. Charles, Kane and DuPage Counties, Illinois, Designating the Central Downtown Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and

Ordinance No. 2015-M-9, entitled "An Ordinance of the City of St. Charles, Kane and DuPage Counties, Illinois, Adopting Tax Increment Allocation Financing for the Central Downtown Redevelopment Project Area."

WHEREAS, the City owns in fee simple that certain real property located within the Redevelopment Project Area and legally described in Exhibit B and depicted in Exhibit B-1, attached hereto and made a part hereof (the "*City Property*"); and

WHEREAS, the City, pursuant to the terms of this Agreement, shall convey to the Developer, on a phase-by-phase basis, certain portions of the City Property, as legally described in Exhibit C and depicted in Exhibit C-1, attached hereto and made a part hereof (the "*Conveyed Property*"), anticipated to be in three (3) phases (each, a "*Phase*"); and

WHEREAS, the Developer, pursuant to the terms of this Agreement, shall develop the Conveyed Property, on a phase-by-phase basis, by developing:

- Phase 1: • a mixed use retail/office building, with private underground parking;
 • a City-owned public parking deck with 110 spaces;
- Phase 2: a mixed use retail/residential building, with private underground parking; and
- Phase 3: a mixed use retail/residential building, with private underground parking;

all with associated landscaping and streetscape ("*Project*"), which Project is intended to be developed in substantial conformance with the site plan prepared by County Engineers, Inc., dated January 28, 2015, which is attached hereto and incorporated herein as Exhibit D-1 (the "*Site Plan*") and the scope of project which is attached hereto and incorporated herein as Exhibit D-2 (the "*Scope of Project*"); and

WHEREAS, except to the extent already secured, the Developer shall make such applications for zoning and other relief as may be necessary to permit the Property to be properly zoned and to otherwise cause to be secured such other entitlements as may be necessary or convenient so as to permit the development of the Property with the Project, in substantial conformance with the Site Plan and the Scope of Project, including any conditions attendant thereto, including but not limited to Ordinance No. _____, approving a _____ for the Project, pursuant to the plans and renderings referenced in said ordinance and attached hereto as Exhibit D-3, and made a part hereof (hereinafter, the "*Governmental Requirements*"); and

WHEREAS, the Project shall be constructed in strict accordance with the phasing time frames set forth in Exhibit E ("*Construction Phasing Schedule*"); and

WHEREAS, to facilitate the development and construction of the Project and subject to and in accordance with the terms of this Agreement, the City agrees to convey the Conveyed Property to the Developer and reimburse the Developer for certain Redevelopment Project Costs (as hereinafter defined) that the Developer incurs, or has incurred, in connection with the development and construction of the Project; and

WHEREAS, in connection with the commitment of the Developer to develop and construct the Project, the City intends to construct certain City Public Improvements, the direct and indirect costs of which are eligible for reimbursement pursuant to the Act; and

WHEREAS, the Project shall be developed and constructed in accordance with all City codes, ordinances and regulations, as applicable to the plans and specifications to be approved by the City and any other appropriate governmental authorities having jurisdiction over the Project in accordance with the Site Plan, the Scope of Project and Governmental Requirements; and

WHEREAS, the Developer represents and warrants to the City, and the City finds, that, but for the assistance to be provided by the City to the Developer pursuant to the Act, the Project would

not be economically viable or eligible for the private financing necessary for its completion and, concomitantly, the Developer would not develop and construct the Project; and

WHEREAS, pursuant to 65 ILCS 5/11-74.4(c), the City published on February 14, 2015 and republished on February 18, 2015 a notice requesting alternate proposals for the redevelopment of the City Property; and

WHEREAS, the City did not receive any alternate proposals to redevelop the City Property; and

WHEREAS, this Agreement has been submitted to the Corporate Authorities of the City for consideration and review, and the Corporate Authorities have taken all actions required to be taken prior to the approval and execution of this Agreement in order to make the same binding upon the City according to the terms hereof; and

WHEREAS, the Corporate Authorities of the City, after due and careful consideration, have concluded that the development and construction of the Project as provided for herein will further the growth of the City, facilitate the redevelopment of the Redevelopment Project Area, improve the environment of the City, increase the assessed valuation of the real estate situated within the City, foster increased economic activity within the City, increase employment opportunities within the City, upgrade public infrastructure within the Redevelopment Project Area, and otherwise be in the best interests of the City by furthering the health, safety, morals and welfare of its residents and taxpayers.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer do hereby agree as follows:

ARTICLE I. RECITALS PART OF AGREEMENT

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

ARTICLE II. MUTUAL ASSISTANCE

The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the case of the City, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out such terms, provisions and intent.

Further, provided the Developer is in compliance with this Agreement, the City agrees that it shall not revoke or amend the Redevelopment Plan or the ordinances adopted by the City relating to the Redevelopment Plan and Project or this Agreement if such revocation or amendment would prevent the development of the Project by the Developer in accordance with this Agreement and the exhibits appended hereto. The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies (whether federal, state, county or local) any necessary permits, entitlements and approvals required to develop and construct the Project.

In addition, the City reserves the right, but does not have the obligation, to maintain at City's expense, an on-site representative at the Project to monitor the construction of the Project. Developer agrees to provide safe access to the Project, including without limitation, access to inspect all portions of the construction of the Project, of the site's work and work in progress. This on-site representative shall not interfere with any construction work and shall comply with all safety standards and other job-site rules and regulations of Developer. The City's on-site representative is an inspector only. The on-site representative shall make only such communications with Developer and the general contractor as are reasonably necessary to enable such on-site representative to conduct its investigations. The foregoing shall not limit the authority of the City to enforce any applicable City regulations.

ARTICLE III. OBLIGATIONS OF THE PARTIES

3.1 Developer Obligations and Agreements. In consideration of the substantial commitment of the City to the redevelopment of the Redevelopment Project Area pursuant to the Redevelopment Plan and its commitments contained in this Agreement, the Developer has fulfilled, or shall fulfill, the following obligations:

- (A) The Developer has advanced, shall hereafter advance, or shall cause other parties to advance the funds necessary to construct and complete each Phase of the Project that Developer undertakes to complete.
- (B) The Developer has secured, or shall hereafter secure or cause to be secured, all required permits and approvals necessary to construct and complete each Phase of the Project that Developer undertakes to complete.
- (C) To the extent the Developer undertakes construction of a particular Phase, the Developer shall develop, construct and complete such particular Phase, and any subsequent Phase of the Project undertaken in accordance with the terms and provisions of this Agreement.
- (D) The Developer shall construct the public improvements (the "*Developer Public Improvements*") as set forth in Exhibit F-1, attached hereto and made a part hereof. The City shall pay the Developer the actual construction costs of the Developer Public Improvements, but in no event shall the City pay the Developer, in aggregate, more than the aggregate construction costs of the Developer Public Improvements set forth in Exhibit F-1. In the event the aggregate construction costs of the Developer Public Improvements exceed the

aggregate construction costs set forth in Exhibit F-1, the Developer shall be solely responsible for paying any and all such additional costs above and beyond the amounts set forth in Exhibit F-1. The Developer Public Improvements shall be constructed in accordance with the plans and specifications jointly prepared, reviewed and approved by the City and Developer. The Developer shall construct the Developer Public Improvements in accordance with the Construction Phasing Schedule set forth in Exhibit E. The City shall make payments to the Developer for the Developer Public Improvements actually constructed, regardless of whether said construction is partially or Substantially Complete (as hereinafter defined) during each phase of construction, as provided for in this Agreement. Such payments shall be made in accordance with Section 5.3 of this Agreement upon the Developer's submittal of a Reimbursement Application as provided in Exhibit H, attached hereto and made a part hereof.

- (E) So long as the Developer is constructing any Phase of the Project which is not Substantially Complete (as hereinafter defined), Developer shall require its general contractor, or if there is none, then at its own expense, to obtain and maintain, subject to the requirements of Section 9.14 hereof, comprehensive general liability, workmen's compensation and automobile/vehicle liability insurance for the Project, and shall cause City to be named as an additional insured party, with all the rights of a primary insured, on such insurance policies, except that on the workmen's compensation insurance, the Certificate of Insurance shall include a waiver of subrogation in favor of the City. Said insurance policies shall be issued in an amount not less than Five Million Dollars (\$5,000,000.00) combined single limit for bodily injury, personal injury or death and property damage with respect to any single occurrence or, in the case of workmen's compensation insurance, as required by statute and each of said policies shall further provide for not less than thirty (30) days prior written notice to the City and the Developer before such policies may be materially changed, modified or canceled. Prior to commencement of any work on the Project, the Developer shall provide the City with appropriate certificates of insurance and copies of such policies when issued. The Developer shall keep in force at all times completed value builders risk insurance, against risks of physical loss, including collapse, covering the total value of the building and contents including the work performed and equipment, supplies and materials furnished for each Phase of the Project as shall be on any part of the Project site from time to time. Should the City receive notice that premiums needed to maintain in force any of the required insurance policies have not been paid, the City shall notify the Developer of the receipt of said notice. If the Developer shall fail to promptly pay any such required premium, the City may, but shall not be required to, pay the premiums due during any cure period afforded in such notice. If the City shall pay any premium due on any of the required policies of insurance, the amount of the premiums paid by the City shall constitute a debt owed by the Developer to the City and the City shall be entitled to deduct the amount of the premiums from any amounts due the Developer under this Agreement. The Developer's failure to pay any premiums on any policy of insurance required hereunder shall constitute an event of default and shall remain so irrespective of whether the City shall elect to pay such premiums on behalf of the Developer. The Developer may cure said default if it promptly repays the City for the amount of the premiums paid by the City. If not promptly repaid, the City shall have the right to terminate this Agreement in accordance with the terms hereof.

- (F) The Developer agrees to and shall indemnify, defend and hold harmless the City, its elected officials, officers, representatives, assigns, servants, consultants, agents, attorneys and employees from any and all liability, claims, damages, expenses, actions and costs of actions, in law or equity (including reasonable attorney's fees and costs, and reasonable attorney's fees and costs on appeal), of any kind and nature, arising or growing out of or in any way connected with the Developer's construction, operation, duties, obligations and responsibilities under the terms of this Agreement or any Phase of the Project, including but not limited to the matters pertaining to hazardous materials and other environmental matters resulting from Developer's activities, and any of its contractors, agents, assigns, servants, employees, customers, patrons or invitees, or arising out of or in any way connected with the operation or conduct of the Developer hereunder or in any way related to this Agreement. The Developer shall, at its own expense, appear, defend and pay all reasonable charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the City, its elected officials, officers, representatives, assigns, servants, consultants, agents and employees, the Developer shall, at its own expense, satisfy and discharge the same. Each party shall give prompt written notice to the other of the assertion or commencement of any claim, demand, investigation, action, suit or other legal proceeding for which indemnity is, or may be, sought hereunder however, this notice requirement shall not apply to any claim, demand, investigation, action, suit or other legal proceeding in which the parties are litigating claims against each other. The Developer shall have the right and obligation to assume, at its own expense, the defense or settlement of any third party claim, demand, investigation, action, suit or other legal proceeding for which it is obligated to provide indemnity hereunder; provided, however, that the Developer shall not settle or compromise any such claim, demand, investigation, action, suit or other legal proceeding without the City's prior written consent thereto, which consent shall not be unreasonably withheld, conditioned or delayed unless the terms of such settlement or compromise unconditionally discharge and release the City, its elected officials, officers, representatives, assigns, servants, consultants, agents and employees from any and all liabilities and obligations thereunder and do not involve a remedy other than the payment of money by the Developer. Notwithstanding the foregoing, the Developer may not assume or control the defense if the named parties to a third party claim (including any impleaded parties) include both the Developer and the City and representation of both parties by the same counsel (in such counsel's reasonable determination) would be inappropriate due to actual or potential differing interests between them, in which case the City shall have the right to defend the third party claim and to employ counsel reasonably approved by the Developer, and to the extent the matter is determined to be subject to indemnification hereunder, the Developer shall reimburse the City for the reasonable costs of its counsel. If the Developer does not assume liability for and the defense of a third party claim pursuant to this Section 3.1(F) the City shall have the right (i) to control the defense thereof and (ii) if the City shall have notified the Developer of the City's intention to negotiate a settlement of the third party claim (at the Developer's expense to the extent the matter is determined to be subject to indemnification hereunder), which notice shall include the material terms of any proposal settlement in reasonable detail, unless the Developer shall have notified the City, in writing, of the Developer's election to assume liability for and the defense of the third party claim within ten (10) days after receipt

of such notice, and the Developer promptly thereafter shall have taken appropriate action to implement such defense the City shall have the right to settle such third party claim. The City shall not be entitled to settle any such third party claim pursuant to the preceding sentence without the Developer's prior written consent unless the terms of such settlement include an unconditional release of the Developer by the third party claimant on account thereof. Notwithstanding the foregoing, the City at all times shall have the right, at its option and expense, to participate fully in the defense or settlement of such claim, demand, investigation, action, suit or other legal proceeding. The Developer and the City shall cooperate fully in defending or settling any third party claim, demand, investigation, action, suit or other legal proceeding, and the defending or settling party shall have reasonable access to the books and records and personnel of the other party that are relevant to such claim, demand, investigation, action, suit or other legal proceeding. No indemnification shall be required to be made by Developer under this Section 3.1(F) until the aggregate amount of the damages incurred by the City, other than attorneys' fees and court costs, exceeds \$10,000.00 (the "Deductible"), and then indemnification shall only be required to be made by the Developer to the extent that such damages exceed the Deductible. The Developer shall have no indemnification, except as otherwise provided for in Section 3.2(F), for hazardous materials or other environmental matters in existence as of the date of this Agreement and not directly identified and cited in the Huff & Huff Incorporated reports that have been delivered to Developer or the City by Huff & Huff Incorporated, including but not by way of limitation the letter report dated January 17, 2015.

- (G) The Developer agrees to secure and pay for each building permit, occupancy permit, utility connection permit inspection or other required City, County, State, Federal or other regulatory body permit and fees, if applicable, which are then in effect and as required for each structure to be constructed or located in each Phase of the Project. Any City permits, including but not limited to occupancy permits, utility inspection permits and inspections shall be secured and paid in accordance with those amounts and terms as provided for in the St. Charles Municipal Code, as may be amended from time to time.
- (H) The Developer represents and warrants that it shall not cause or permit any mechanic's liens or other lien claims to remain against the Project, or any Phase or part thereof, or the Tax Allocation Fund, as defined in Section 5.2(A), for labor or materials furnished in connection with demolition, site preparation, development, construction, additions, modifications, improvements or any other matter which might give rise to lien rights against the Project, the Property or any Phase or part thereof or the Tax Allocation Fund, as defined in Section 5.2(A). Notwithstanding the foregoing, the Developer shall be entitled to defend, prosecute or settle, as the case may be in a timely and commercially reasonable manner, any claims for mechanic's liens, other liens, claims or causes of action relating to allegedly defective or incomplete work, provided that the City shall not be required to contribute to such settlement. Subject to the foregoing, and subject to Section 9.14 hereof, the City shall have the right of offset to utilize any monies otherwise owed to or entitled by Developer (not otherwise earned but unpaid) under this Agreement to settle or satisfy any such claims and the Developer hereby agrees and covenants to indemnify, defend and hold harmless the Indemnified Parties, (including the payment of reasonable attorneys' fees and costs and

expenses) from and against any such liens, claims or causes of action as may be asserted against the Project, the Property or any Phase or part thereof or the Tax Allocation Fund.

- (I) Upon reasonable notice, the City Representative (as hereinafter defined), or his designee, shall have access to all portions of the Project during reasonable times for the term of this Agreement. Upon reasonable notice, any City Representative (as hereinafter defined), or his designee, shall have access to all books and records relating to the private financing of the Project, the Property or any Phase thereof and the Redevelopment Project Costs with respect thereto, including but not limited to the Developer's closing documents, financing commitments, loan statements, general contractor's and contractor's sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices. These records shall be kept and maintained at the Developer's offices within the City and shall be available for inspection, audit and examination. The Developer shall incorporate this right to inspect, audit and examine all books and records in all contracts entered into by the Developer with respect to the Redevelopment Project Costs.
- (J) To the extent required by law, the Developer agrees to pay, and to contractually obligate and cause any and all general contractors and subcontractors to pay, the prevailing rate of wages as established by the City, from time to time, when constructing the Developer Public Improvements or the City Development Public Improvements (as hereinafter defined).
- (K) The Developer represents, warrants and covenants that no member, official, officer, or employee of the City, or any commission or committee exercising authority over the Project, the Redevelopment Project Area, or the Redevelopment Plan, or any consultant hired by the City or the Developer with respect thereto, owns or controls or has owned or controlled any interest, direct or indirect, in the Developer's business, the Project, or any portion of the Property, or will own or control any interest in the Developer's business or the Project, and that this Agreement and issuance and delivery of any bonds will not violate Section 5/11-74.4-4(n) of the Act.
- (L) The Developer agrees to comply with the fair employment/affirmative action principles contemplated by the Act and the Redevelopment Plan, and in accordance with all applicable federal, state and municipal regulations.
- (M) The Developer shall cooperate with the City and provide the City with the information in Developer's possession or control required and necessary under the Act to enable the City to comply with the Act and its obligations under this Agreement.
- (N) The Developer shall use its best efforts to utilize vendors located within the City of St. Charles and to employ persons residing within the City of St. Charles.

3.2 City Obligations and Agreements. In consideration of the substantial commitment of the Developer to the development and construction of the Project, the City, subject to Section 3.3 below, agrees and covenants with the Developer as follows:

- (A) Subject to the prior satisfaction of the pre-conditions contained in Section 3.3 below and Developer's obligations contained in this Agreement, the City shall convey the Conveyed Property in Phases to the Developer in accordance with Article VI below.
- (B) Except as provided for herein, the City shall construct and pay for certain public developments ("*City Development Public Improvements*"), as substantially set forth in Exhibit F-2, attached hereto and made a part hereof, pursuant to the plans and specifications prepared by the City and pursuant to the Governmental Requirements. The City's obligation to pay for the City Development Public Improvements shall be limited to actual costs but shall not exceed the allocated amounts indicated and set forth on Exhibit F-2. The City's obligation to construct the City Development Public Improvements shall be as follows:
- (i) within 30 days after the conveyance of the portion of the Conveyed Property to the Developer for a particular Phase, the Developer shall provide the City with a cost estimate and schedule for construction of the City Development Public Improvements for that Phase, including a Developer's construction management fee of 5%;
 - (ii) if the Developer's estimate exceeds the budget amounts in Exhibit F-2 for that Phase, the City and Developer shall cooperatively work for an additional 15 days after the 30 day period provided in Section 3.2(C) (i) above to reduce the cost to comply with the budget amount as provided in Exhibit F-2 for that Phase;
 - (iii) prior to expiration of the 15 day period as provided in Section 3.2(C) (ii) above the City, in its sole and absolute discretion, shall determine the scope of work for the City Development Public Improvements for that Phase but in no event shall the scope of work so determined by the City for that particular Phase be for less than 80% of the dollar amounts provided in Exhibit F-2 for that Phase;
 - (iv) within 30 days of the 15 day period, as provided in Section 3.2(C) (ii) above the Developer shall submit to the City a revised cost estimate and schedule to the City based on the City's determination in (iii) above;
 - (a) within 15 days thereafter, the City shall have the sole and exclusive right to approve the Developer's estimate and award the City Development Public Improvement work for that particular Phase to Developer, pursuant to the scope of work prepared by the City; or
 - (b) reject the Developer's estimate and the City shall perform the work so determined by the City for that particular Phase but for amounts not less than 80% of the budgeted dollar amounts set forth on Exhibit F-2 for that Phase and within the scheduled time for that Phase.
- (C) The City shall be responsible for constructing the public improvements (the "*City Public Improvements*") substantially described in Exhibit F-3, attached hereto and made a part

hereof, the direct and indirect costs of which shall be, paid by the City and to the extent permissible, reimbursed and/or funded by the Tax Increment (as defined in Section 5.2).

- (D) The City shall pay for a portion of the costs of the environmental remediation of the Conveyed Property, not to exceed Sixty Thousand Dollars (\$60,000.00). These costs shall be paid directly by the City upon the submittal by the Developer of a "Reimbursement Application" in the form attached hereto as Exhibit H together with accompanying invoices all in compliance with Section 5.3 below. The City shall not be obligated to arrange for, coordinate or otherwise undertake any of said environmental remediation, and further provided that the Developer shall be responsible for all costs of remediation in excess of the said Sixty Thousand Dollars (\$60,000.00). The City shall be responsible for the costs incurred for the services provided by the environmental consultant, Huff and Huff Incorporated, including the cost of securing no further remediation (NFR) letters for each phase of the Project for the remediation of the Conveyed Property.
- (E) The City shall pay an amount not to exceed Sixty Thousand Four Hundred Ninety Four Dollars (\$60,494.00), towards road impact fees, if any, imposed by the County of Kane phased as follows:
 - (i) Phase 1 - \$35,818.00
 - (ii) Phase 2 - \$12,804.00
 - (iii) Phase 3 - \$11,872.00

These costs shall be paid directly by the City upon the submittal by the Developer of a "Reimbursement Application" in the form attached hereto as Exhibit H together with accompanying invoices all in compliance with Section 5.3 below. The Developer shall be responsible for all road impact fees in excess of the said Sixty Thousand Four Hundred Ninety Four Dollars (\$60,494.00).

- (F) In the event a third party files an application with the City for approval of a project and/or use within the Redevelopment Project Area or property contiguous therewith, the City shall use its best efforts to provide the Developer with notice of such application; provided, however, that the failure of the City to provide such notice shall not be deemed to be a breach or default of this Agreement.

3.3 Satisfaction of Pre-Conditions. Notwithstanding anything contained herein to the contrary, the City shall not be obligated to perform any of the obligations assumed by it hereunder or otherwise, to the Developer or others, unless and until prior to or contemporaneously with the City's consideration for approval and execution of this Agreement, First Street LLC Development and the City shall have executed and entered into a mutually agreeable mutual release, waiver and termination agreement relative to that certain City of St. Charles Tax Increment Financing Redevelopment Agreement dated December 15, 2006;

Failure to satisfy, or otherwise waive by the City, the pre-conditions in this Section 3.3, shall constitute an automatic termination of this Agreement, without further action required by the parties.

**ARTICLE IV.
USE AND DEVELOPMENT OF THE
PROPERTY AND THE TIF IMPROVEMENTS**

4.1 Redevelopment Project.

- (A) In furtherance of the objectives of the Redevelopment Plan, the Developer shall, subject to the terms of this Agreement, Substantially Complete (as hereinafter defined) each Phase of the Project undertaken by Developer in accordance with the objectives of the Redevelopment Plan, the Site Plan, the Scope of Project and all Governmental Requirements.
- (B) Subject to and conditioned upon Developer satisfying and funding the construction escrow for each Phase, in a timely manner and pursuant to the default dates outlined in Exhibit G, the Developer shall have the right to develop and construct each Phase, in accordance with the Construction Phasing Schedule set forth in Exhibit E, provided, however, that each previous Phase of the Project is reasonably progressing in accordance with the Construction Phasing Schedule as shown in Exhibit E. The opening of the construction escrows and deposit by the City of the applicable Conveyed Property for construction loan funding for a particular Phase on or before the dates identified in Exhibit G shall satisfy the construction escrow funding default dates.

4.2 Zoning Approval. This Agreement is contingent upon and the City's conveyance of the Conveyed Property to the Developer for a particular Phase is subject to the City Council approving applications for such zoning relief and subdivision platting as may be necessary to develop the Project, or any particular Phase thereof, including the approval of any rezoning, special uses, site plans, and plats therefore. The Developer shall timely submit applications for zoning relief to the City for review and processing, including any required Plan Commission public hearings, if any, to comply with and permit any Phase of the Project to be developed in accordance with the Property Conveyance Schedule set forth on Exhibits E and G. The City shall timely prepare and submit applications for subdivision platting for review and processing. Provided that the Developer shall have first caused proper and complete applications for desired zoning and subdivision relief to have been filed with the City, should the approval of relief requested under the provisions of this Section 4.2 be unreasonably delayed solely by the City and said such delay unreasonably hinders the Developer from timely compliance with the dates provided in Exhibits E and G, then the dates provided in said Exhibits shall be extended, as appropriate, so as to give the Developer a reasonable amount of additional time as may be needed to comply with said timely compliance. The preceding sentence is intended to provide the Developer with relief when such delay occurs solely as a result of the City's inaction and not otherwise caused by the Developer.

4.3 INTENTIONALLY OMITTED.

4.4 Public Parking Deck. As part of the improvements to be constructed in conjunction with Phase I of the Project, the Developer shall construct, or caused to be constructed, a two-level parking deck containing at least 110 parking spaces, and appurtenants (the "*Public Deck*"), on land

owned by the City ("*City Deck Property*") in accordance with the Site Plan and Scope of Project and Governmental Requirements incorporated herein as Exhibits D-1, D-2 and D-3. The Public Deck shall be constructed in conformance with the plans and specifications approved by the City. Subject to the contribution by the City of the Public Deck Cost, as provided for in this section, the entire cost to Substantially Complete construction of the Public Deck shall be paid for by Developer, regardless if the total cost exceeds the City's contribution of the Public Deck Costs. The City shall pay the Developer cash for the actual cost of the Public Deck but not to exceed the amount of One Million Eight Hundred Nine Thousand Five Hundred Dollars (\$1,809,500.00) (the "*Public Deck Cost*"), plus a construction management fee of 5%), for a total of One Million Nine Hundred Thousand (\$1,900,000.00) Dollars, as set forth in Exhibit F-1. The Public Deck Cost shall be paid to Developer in one or more progress payments, regardless of whether the Public Deck is partially or Substantially Complete (as hereinafter defined) as provided in this Section 4.5 and shall be made in accordance with Section 5.3 upon Developer's submittal of a Reimbursement Application as provided in Exhibit H. The amount of an actual progress payment shall be the lesser of the following: (A) the dollar amount of the progress payment applied for and approved pursuant to Section 5.3; or (B) the dollar amount calculated as follows:

$$\text{Maximum progress payment} = \frac{\text{Actual Public Deck Construction Costs incurred to date by Developer}}{\text{Total Estimated Construction Cost of Public Deck}} \times \text{Public Deck Cost}$$

Prior to commencement of construction of the Public Deck, the City shall provide to and enter into with Developer a mutually agreed upon construction license agreement, pursuant to which Developer shall construct the Public Deck on the City Deck Property ("*Deck License Agreement*"). If, as reasonably determined by the City Representative and subject to Force Majeure : (A) Developer falls more than forty-five (45) days behind the time schedule to commence, or fails to diligently pursue to Substantial Completion (as hereinafter defined) or complete construction of the Public Deck of the Project as set forth on Exhibit E; or (B) the Developer is otherwise in default under this Agreement, then, notwithstanding any other rights the City may have hereunder, then such events shall constitute a default under this Agreement. If the Developer does not cure any and all such defaults within thirty (30) days of receipt of the notice of default, then the City shall have the right, at its election, to (i) terminate the Deck License Agreement and (ii) suspend and/or terminate any further progress payments for any work commenced or to be completed. The election by the City to suspend and/or terminate any progress, as previously provided, shall not operate as the City's sole remedy in this event and it shall be entitled to pursue any and all other remedies available to it under this Agreement. Further, notwithstanding anything contained herein to the contrary, the City shall not be obligated to pay all or any part of the Developer's five percent (5%) management fee for the Public Deck, unless and until the Public Deck has been Substantially Completed (as hereinafter defined).

Prior to the temporary occupancy permit for the Phase 1 building, the City and Developer shall enter into a reciprocal easement and operating agreement concerning cross access easements,

operating and maintenance rights, duties and obligations between the Public Deck and the Phase 1 building, in a form satisfactory to the Parties, to permit a Public Deck.

4.5 **Tax Information.** Developer shall use its best efforts to include in all leases for the Retail Component a provision providing that the tenants shall file with the City copies of the ST-1 monthly sales tax forms, or any appropriate successor forms, that are filed by retailers with the State of Illinois. For all leases in which the tenant is required to provide to Developer its gross income and sales tax returns with respect to the portion of the Retail Component being leased by such tenant, and/or including all original sales records as defined in any such lease, Developer shall provide the City with copies of all such documents. Developer also agrees that, with respect to all leases which do not provide for the release of such information to Developer or the City under the terms of the lease, Developer shall use its best efforts to secure from each such tenant a letter substantially in the form as shall be reasonably required by the City and the Illinois Department of Revenue in order to release such information to the City. Such information shall be used solely for the purposes of determining sales tax due to the City and shall otherwise be kept confidential, except to the extent required by applicable law.

ARTICLE V. REIMBURSEMENT OF REDEVELOPMENT PROJECT COSTS

5.1 **Reimbursement of Redevelopment Project Costs Incurred by Developer.** For purposes of this Agreement, "*Redevelopment Project Costs*" shall mean and include all costs defined as "redevelopment project costs" in Section 5/11-74.4-3(q) of the Act (as amended from time to time) which are eligible for reimbursement under the Act and which have been approved in the Redevelopment Plan.

5.2 Establishment of Fund; Use of Tax Increment.

- (A) In connection with its establishment and ongoing administration of the Redevelopment Project Area, the City has established a special tax allocation fund pursuant to the requirements of the Act (the "*Tax Allocation Fund*"). None of the monies contained in the Fund shall, at any time, be commingled with any other funds of the City.
- (B) It is the obligation of the City to pay or reimburse Redevelopment Project Costs, which may be satisfied by the issuance of Bonds, as hereinafter defined in Section 5.4 hereof, or from the Tax Allocation Fund. The Tax Allocation Fund shall hold that portion of the real property taxes collected with respect to taxable real property in the Redevelopment Project Area that is required to be paid to the City Treasurer for deposit to the Tax Allocation Fund pursuant to Section 11-74.4-8 of the Act, as such provision may be amended from time to time, and/or the proceeds of any other tax or other source of legally available revenue which the City designates as part of the Tax Allocation Fund, and interest or other investment income earned on monies on deposit in the Tax Allocation Fund.
- (C) For purposes of this Agreement, "*Tax Increment*" shall mean all ad valorem real property taxes, if any, arising from the levies upon the Property attributable to the then current

equalized assessed valuation of the Property over and above the initial equalized assessed value of the Property, all as determined pursuant to Section 5/11-74.4-8 of the Act.

(D) The Parties shall comply with 65 ILCS 5/11-74.4-3 (q) (7.5) of the Act.

5.3 Method of Reimbursement for Redevelopment Project Costs. Prior to, and as a precondition to any payment or reimbursement to the Developer for eligible Redevelopment Project Costs, as provided for under this Agreement, the Developer shall submit to the City a signed application for payment or reimbursement in essentially the form set forth in Exhibit H hereto (the "*Reimbursement Application*"). The City Representative shall have 21 calendar days upon receipt of a complete Reimbursement Application to approve or reasonably disapprove such Reimbursement Application. If approved, the City Representative, or his designee, shall reimburse the Developer said approved amount within 30 calendar days of receipt of the Reimbursement Application. In the event the City Representative shall reasonably disapprove any portion of a Reimbursement Application (the "*Deficiencies*"), the City Representative shall notify the Developer of the Deficiencies, if any, within 21 days of its receipt of Reimbursement Application. No reimbursement shall be made until the particular Deficiencies have been corrected by the Developer. Notwithstanding anything herein to the contrary, the Developer's reimbursement shall be limited to the sums as provided for in Section 3.2D and E above and as are provided for in Exhibits F-1 and F-2. Notwithstanding the foregoing, the City shall be obligated to pay Developer for all approved items under the Reimbursement Application and a Certificate of Substantial Completion (as hereinafter defined), if Reimbursement Application is for a completed Phase, and may withhold only allocated amounts for such Deficiencies until approved.

5.4 Substantial Completion. As used herein, the terms "*Substantial Completion*" and "*Substantially Complete*," or words of similar import, shall be deemed to mean that certain identified improvements have been completed in accordance with all Governmental Requirements. The Developer will notify the City approximately 60 days prior to the date on which Developer estimates any Phase of the Project, the City Development Public Improvements or the Developer Public Improvements will be Substantially Complete. When the Developer believes that a certain identified Phase of the Project, the City Development Public Improvements or the Developer Public Improvements are Substantially Complete, it shall tender to the City a Reimbursement Application in the form of Exhibit H attached hereto and a Certificate of Substantial Completion in the form of Exhibit I attached hereto and made a part hereof. Within 15 business days of the date on which the City receives any Reimbursement Application and Certificates of Substantial Completion, the City Administrator or designee (the "*City Representative*") shall cause the Phase of the Project, the City Development Public Improvements and/or the Developer Public Improvements identified in said Reimbursement Application and Certificate of Completion to be inspected and reviewed for the purpose of determining whether they have been completed in a manner which substantially complies with all applicable Governmental Requirements. Should the City Representative reasonably determine that the Project, City Development Public Improvements and/or Developer Public Improvements identified in the Reimbursement Application and Certificate of Substantial Completion do not substantially comply with all applicable Governmental Requirements, the City Representative shall notify the Developer of the deficiencies in required improvements. The Developer shall correct each of the identified deficiencies in the Project, City Development Public

Improvements and/or Developer Public Improvements noted by the City Representative and resubmit the Reimbursement Application and Certificate of Substantial Completion for review and approval, or reasonable disapproval in accordance with the provisions set forth in this Section 5.4. Notwithstanding the foregoing to the contrary contained herein, the City shall be obligated to pay Developer for all approved items under this Reimbursement Application and Certificates of Substantial Completion and may only withhold allocated amounts for such deficiencies until approved.

ARTICLE VI. CONVEYANCE OF PROPERTY

6.1 Conveyance of Property. Subject to the terms and conditions set forth herein, including but not limited to Developer's satisfaction of the provisions of Section 3.1A above and the pre-conditions in Section 3.3 above, the City represents and warrants to the Developer that the City owns, or shall own, fee simple title to the Conveyed Property or has jurisdiction over the Conveyed Property, sufficient to convey the Conveyed Property to the Developer subject only to Permitted Exceptions as hereinafter provided. The City has disclosed to, and made available for inspection by, the Developer all environmental, title documentation and other documentation and information in its possession concerning the Conveyed Property. In the event the Developer desires to enter upon the City Property to review and inspect any portion of the City Property for purposes of constructing and developing the Project, the Developer shall request permission to enter the City Property for such review. The Developer shall be accompanied by a representative of the City at all times. In the event the Developer desires to undertake any tests on the City Property, the Developer shall disclose the nature of each such test and request from the City permission to undertake such tests which permission shall not be unreasonably withheld.

6.2 Permitted Title Exceptions. The Conveyed Property, or any portion thereof, shall be conveyed by quit claim deed to the Developer subject to the following:

- (A) all covenants, conditions and restrictions of record, and provided they do not estop the Developer from undertaking and completing the Project;
- (B) all easements of record;
- (C) all zoning and building laws, building lines, and use and occupancy restrictions;
- (D) all drainage ditches, feeders and laterals, if any;
- (E) all such other reasonable encumbrances, provided they do not prevent the Developer from undertaking and completing the Project; and
- (F) all general real estate taxes and special assessments not yet due.

Conveyance by the City of the Conveyed Property in accordance with, and subject to, these permitted title exceptions shall be deemed by the Developer to satisfy the City's obligations with respect to the Conveyed Property.

6.3 Property Conveyance Schedule. The Conveyed Property shall be conveyed to the Developer and the Developer shall accept the Conveyed Property on or before the dates set forth in the Property Conveyance Schedule set forth in Exhibit G, attached hereto and made a part hereof, provided the Pre-Conditions to Conveyance set forth in Section 6.4 have been satisfied.

6.4 Pre-Conditions to Conveyance. The City shall not convey any of the Conveyed Property until such time as: (A) the Developer has opened a construction loan escrow for 100% of the senior construction financing reasonably necessary and sufficient to complete construction of all private improvements for the subject Phase of the Project, as evidenced by the opening of a construction loan escrow with Chicago Title and Trust Company acceptable to the City and the Developer for the subject Phase of the Project by the Default Date set forth in Exhibit G, and the Developer has provided the City with written evidence of the opening the construction escrow prior to the Default Date; (B) the Developer has provided the City with written evidence of the necessary Developer equity contribution as determined by the senior debt lender for the subject Phase of the Project; and (C) the escrowee has reviewed the documentation submitted by the Developer and verified the sufficiency of the deposits in the construction escrow to enable construction of the private improvements for the subject Phase of the Project.

In the event the Developer does not timely open a construction loan escrow for the subject Phase of the Project by the Default Date set forth in Exhibit G, the City shall have no obligation to convey that portion of the Conveyed Property necessary for the construction and development of the subject Phase of the Project or any portion of the Conveyed Property necessary for the construction and development of any subsequent Phases of the Project. The Corporate Authorities of the City may, after considering all of the factors pertaining to the Developer's failure to timely open a required construction loan escrow, terminate this Agreement.

6.5 City's Right of Reconveyance. Within one hundred twenty (120) days following the conveyance by the City of the portion of the Conveyed Property into escrow for a particular Phase, the Developer shall commence construction of the structural improvements (*i.e.* pouring of footings) for the buildings in such Phase. If the Developer fails to comply with the requirements set forth in the previous sentence on or before that date, one hundred twenty (120) days following conveyance of a particular Phase to Developer, as provided for on Exhibit G ("*Commencement of Construction Default Date*"), the City shall have the option, in addition to any and all remedies available to it under this Agreement, exercise upon written notice to the Developer, to have the Conveyed Property for such Phase, together with any improvements thereon, if any, reconveyed to the City for no consideration, free and clear of any liens and encumbrances created by the act or default of the Developer, with taxes, water, sewer and other utility charges prorated as of the date of such reconveyance, and/or terminate this Agreement.

6.6 Property Conveyed "AS IS/WHERE IS, WITH ALL FAULTS." The Conveyed Property in its entirety or any portion thereof, shall be conveyed to the Developer "AS IS/WHERE

IS, WITH ALL FAULTS," and in such condition as the same may be on the date of conveyance, without any representations or warranties by the City as to the condition of that portion of the Conveyed Property conveyed. The City does not make any guarantee, warranty or representation, express or implied, as to the quality, character or condition of the portion of the Conveyed Property. Upon conveyance, the Developer shall be solely responsible for preparing the Conveyed Property or any portion thereof conveyed, for development and construction of the Project, including but not limited to environmental remediation that is specifically cited and identified in the Huff & Huff Incorporated reports, dated January 17, 2015 which has been provided to the Developer.

6.7 Adjustments in Legal Descriptions/Plats of Subdivision. The City and Developer recognize and acknowledge that the legal description(s) of the Conveyed Property as set forth in Exhibit D may have to be minimally adjusted for purposes of the development of the Project and do hereby agree to take such actions as may be necessary to make such minor adjustments. Additionally, the City and Developer agree that the Conveyed Property shall be conveyed, at the time that Developer undertakes construction of a particular Phase, as provided for under this Agreement in accordance with Plats of Subdivision to be processed by the City as part of the approval of the Project. The City and Developer shall cooperate in the preparation, approval and recording of such Plats of Subdivision.

ARTICLE VII.

CONVEYANCE OF PROJECT, ASSIGNMENT OF RIGHTS AND INTERESTS, PROHIBITED DEVELOPER ACTIONS, AND DISCLOSURE

7.1 Conveyance of Project. The Developer may not sell, lease, transfer, assign or otherwise convey all or any portion of its interest in any Phase of the Project, or any portion thereof (including all or any portion of the beneficial interest in any land trust which holds legal title to all or a portion of the Property comprising a part of the Project) (any such sale, transfer, assignment or conveyance being herein referred to as a "*Conveyance*") until the Phase which is the subject of the Conveyance is Substantially Complete or the Corporate Authorities of the City have formally consented to the Conveyance, in which case the City Administrator shall advise the Developer of such consent.

7.2 Assignment. The Developer shall not assign its rights and interests in this Agreement without the formal written consent of the Corporate Authorities of the City, which consent shall not be unreasonably withheld, conditioned or delayed. The Developer shall be permitted to grant and convey to third parties (each a "*Mortgagee*") mortgage liens and other liens and encumbrances upon that portion of the Conveyed Property owned by the Developer as security for financing extended to the Developer from time to time in connection with the Project, or any Phase thereof (each a "*Mortgage*"), without the prior consent of the City. The Developer shall be permitted to collaterally assign and grant a security interest in its rights and interests under this Agreement for that portion of the Conveyed Property for a particular Phase to such Mortgagee pursuant to a security agreement in a form acceptable to the City ("*Assignment*"). In the event that any Mortgagee shall succeed to the Developer's interest in any portion of the Project pursuant to the exercise of remedies under any such Mortgage or Assignment, whether by foreclosure, deed in lieu of foreclosure and/or exercise of any

rights under such documents, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement, so long as such party enters into an assumption agreement in a form acceptable to the City ("*Assumption Agreement*") but which shall provide, among other things, that any Mortgagee or successor shall be bound by and shall be required to perform the terms of this Agreement. Execution of the Assumption Agreement shall not relieve the Developer from liability for any default of the Developer which occurred prior to the execution of the Assumption Agreement. If such Mortgagee does not enter into an Assumption Agreement, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound by the provisions of this Agreement, which are deemed covenants expressly running with the land and the City shall not be obligated to make any disbursement of any proceeds of any Bonds or to pay any other economic incentive set forth in this Agreement to such Mortgagee or any successor to such Mortgagee, unless agreed to by the City in writing. Notwithstanding the foregoing, under all circumstances, the Conveyed Property and every portion thereof shall only be developed in accordance with this Agreement.

Notwithstanding the foregoing, should the Developer's interest in any Phase undertaken by the Developer or any portion thereof, be conveyed to a Mortgagee or other lien holder by virtue of a foreclosure or deed in lieu of foreclosure, such occurrence shall constitute an event of default and the Developer's rights, but not its obligations and liabilities, under this Agreement shall thereafter be deemed to be null, void and of no further force and effect. Upon the institution of any legal action to enforce any right or remedy under a Mortgage or other lien recorded against any of the Property, the City shall not thereafter be required to perform any term or condition of this Agreement unless and until the Developer, any Mortgagee or successor shall cure any deficiency under, or violation of the terms of, the Mortgage or other lien which gave rise to such legal action.

7.3 Use of Plans. If Developer does not exercise or fails to commence with its development rights under this Agreement or with respect to construction of any Phase, or in the event of exercise by the City of its rights under Section 9.4 hereof, Developer shall assign to the City, or as the City shall direct, all of its right, title and interest in and to any and all development and/or construction plans, renderings, drawings and specifications developed and created for the Governmental Requirements and as may be prepared for construction of any Phase ("*Development Plans*") for the Project. At such time the City conveys a portion of the Conveyed Property for a particular Phase, the Developer shall deliver to the City letters from the architect, engineer and all other consultants that have provided development services to the Developer that prepared the Development Plans permitting the City or its assignee to use them, in accordance with this Section 7.3, without charge to complete the Project or redevelop the Property, or any Phase thereof, with any other plan or redevelopment. Developer shall be responsible to pay the architect, engineer and other consultants for any outstanding and completed work.

7.4 Prohibited Developer Actions. During the term of this Agreement, the Developer shall not, without the consent of the Corporate Authorities of the City, which consent shall not be unreasonably withheld:

- (A) merge or consolidate its non-Project assets with another entity; or

- (B) subject to receipt of a Certificate of Substantial Completion for a particular Phase, to liquidate the majority of its assets unless directed to do so by Court Order; or
- (C) enter into any transaction outside the ordinary course of business that would materially or adversely affect the ability of the Developer to complete the Project; or
- (D) assume or guarantee the obligations of any other person or entity that would materially or adversely affect the ability of the Developer to complete the Project; or
- (E) except as limited by 7.4(B) above, enter into a transaction that would cause a material and detrimental change to the Developer's condition; notwithstanding anything contained herein to the contrary the Developer shall be entitled to add additional equity investors.

7.5 Disclosure. Developer shall disclose to the City the names and addresses of all persons or entities that comprise Developer and shall promptly inform the City of any changes. Any proposed change in the Persons that comprise any portion of Developer, or in any ownership interests, shall be reported to the City no less than thirty (30) days prior to the effective date of such change. To the extent practicable and permitted by law, the City shall give Developer at least thirty (30) days prior notice of, and permit Developer to contest, any public disclosure to be made in response to a claim that such disclosure is required by applicable law. This subsection shall survive termination of this Agreement.

ARTICLE VIII. AUTHORITY

8.1 Powers.

- (A) The City hereby represents and warrants to the Developer that the City believes it has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the foregoing has been, or will be, duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, and is enforceable in accordance with its respective terms and provisions and the execution of this Agreement does not require the consent of any other governmental authority.
- (B) The Developer hereby represents and warrants to the City that the Developer has full lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the foregoing has been or will be duly and validly authorized and approved by all necessary Developer actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Developer, is enforceable in accordance with its terms and provisions and does not require the consent of any other party.

8.2 **Authorized Parties.** Except in cases where the approval or authorization of the City's Corporate Authorities is required by law, whenever, under the provisions of this Agreement, or other related documents and instruments or any duly authorized supplemental agreements, any request, demand, approval, notice or consent of the City or the Developer is required, or the City or the Developer is required to agree to, or to take some action at, the request of the other, such request, demand, approval, notice or consent, or agreement shall be given for the City, unless otherwise provided herein, by the Mayor or his designee and for the Developer by any officer of the Developer so authorized (and, in any event, the officers executing this Agreement are so authorized). Any Party shall be authorized to act on any such request, demand, approval, notice or consent, or agreement or other action and neither Party hereto shall have any complaint against the other as a result of any such action taken.

ARTICLE IX. GENERAL PROVISIONS

9.1 **Time of Essence.** Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

9.2 **Force Majeure.** For the purposes of this Agreement, neither the Developer nor the City shall be considered to be in breach of any of its obligations hereunder if said Party is unable to perform as a result of any Force Majeure Delay as hereinafter defined. "Force Majeure Delay" means any delay in the construction caused by any one or combination of the following, which are beyond the reasonable control of and/or without the fault of the party relying thereon, destruction by fire or other casualty, or performance is prevented by strike or other labor troubles, other than those intentionally caused by Developer, governmental restrictions, takings, and limitations arising subsequent to the date hereof, war or other national emergency; fire, flood or other casualties, shortage of material, not attributable to any intentional action or conduct by Developer, extreme adverse weather conditions, such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, tornadoes or cyclones, change orders requested by the City, any delay in the performance by Developer resulting from the nonperformance of the City's responsibilities, and any other extraordinary events or conditions beyond the reasonable control of the Developer or the City including but not limited to delays directly or indirectly related to environmental matters identified and cited in the Huff & Huff Incorporated reports that have been delivered to Developer or the City by Huff & Huff Incorporated, including but not by way of limitation the letter report dated January 17, 2015, which, in fact, materially interfere with the ability of the Developer or the City to discharge its respective obligations hereunder. Force Majeure Delay shall not include: (1) economic hardship or impracticability of performance (except as may be provided herein), (2) commercial or economic frustration of purpose (except as may be provided herein), or (3) a failure of performance by a contractor (except as caused by events which are Force Majeure Delay as to the contractor).

In each case where a Party hereto believes its performance of any specific obligation, duty or covenant is delayed or impaired by reason of an event of Force Majeure Delay, the Party claiming the benefit of this Section 9.2 shall notify the other Party of the nature of the event claimed to constitute Force Majeure Delay and, specifically, the obligation, duty or covenant which it believes is delayed

or impaired by reason of the designated event. Notification shall be provided in accordance with Section 9.10 hereof. Performance of the obligation, duty or covenant impaired by reason of the designated event shall be tolled for that period of time reasonably necessary to remove or otherwise cure the impediment to performance and the Party relying on the event of Force Majeure Delay shall be obligated to pursue such remedy or cure with reasonable diligence given the nature of the impairment, to the extent the same may be reasonably cured. In no case shall an event of Force Majeure Delay toll the performance of any obligation, duty or covenant not directly or indirectly implicated in the claimed event of Force Majeure Delay. Further, nothing herein shall be deemed to preclude the right of the Party entitled, by the terms of this Agreement, to receive the performance of any obligation, duty or covenant to challenge the validity of a claimed event of Force Majeure Delay.

9.3 Events of Default.

A. The following shall be Developer Events of Default with respect to this Agreement:

i. If any material representation made by the Developer in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to the City pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made provided, however, that such default shall constitute an event of default only if the Developer does not remedy the default within 30 days after written notice from the City

ii. Failure of the Developer to comply with any material covenant or obligation contained in this Agreement, or any other agreement, financing or otherwise, concerning the Project, or the existence, structure or financial condition of the Developer.

iii. The Developer: (i) is unable, or admits in writing its inability to pay, its debts as they mature; or (ii) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its or their property; or (iii) is adjudicated a bankrupt; or (iv) files a petition in bankruptcy or to effect a plan or other arrangement with creditors; or (v) files an answer to a creditor's petition (admitting the material allegations thereof) for an adjudication of bankruptcy or to effect a plan or other arrangement with creditors; or (vi) applies to a court for the appointment of a receiver for any asset; or (vii) has a receiver or similar official appointed for any of its assets, or, if such receiver or similar official is appointed without the consent of the Developer and such appointment shall not be discharged within 60 days after his appointment or the Developer has not bonded against such receivership or appointment; or (viii) a petition described in (iv) is filed against the Developer and remains pending for a period of 60 consecutive days, unless the same has been bonded, and as a result thereof, the Developer ceases to operate; or (ix) files any lawsuit, claim and/or legal, equitable or administrative action affecting the City's ability to collect any such sales tax revenue hereunder.

iv. Failure to have funds or the ability to raise funds to meet Developer's obligations, which failure or inability materially interferes with and adversely affects Developer's ability to meet its obligations for the Project, in the ordinary course of business.

v. The Developer abandons the Project. Abandonment shall be deemed to have occurred when work stops on a Phase of this Project for more than 45 consecutive days for any reason other than: (i) Uncontrollable Circumstances and or Force Majeure (ii) if the Developer is ahead of its planned construction schedule on the Project Schedule, or (iii) work stoppage caused by an action or inaction of the City that is not in compliance with the terms of this Agreement.

vi. The Developer materially fails to comply with applicable governmental codes and regulations in relation to the construction and maintenance of the buildings contemplated by this Agreement.

vii. Failure to timely pay when due all real estate property taxes on the Project.

B. The following shall be City Events of Default with respect to this Agreement:

i. If any material representation made by the City in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to the Developer pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an event of default only if the City does not remedy the default within 60 days after written notice from the Developer.

ii. Failure of the City to comply with any of its obligations under this Agreement, including without limitation its obligations to make any payment to the Developer, as and when due, under this Agreement.

9.4 Remedies of Default. In the case of an Event of Default hereunder:

A. The defaulting party shall, upon written notice from the non-defaulting party, take immediate action to cure or remedy such event of default. If, in such case, any monetary event of default is not cured within 15 days, or if in the case of a non-monetary event of default, action is not taken or not diligently pursued, or if action is taken and diligently pursued but such event of default or breach shall not be cured or remedied within a reasonable time, but in no event more than 30 additional days after receipt of such notice, unless extended by mutual agreement, the non-defaulting party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance of the defaulting party's obligations under this Agreement.

B. In case the City shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, then, and in every such case, the Developer and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Developer and the City shall continue as though no such proceedings had been taken.

C. In the case of an event of default by the Developer, and its failure to cure such default after due notice and within the time frames provided for in this Agreement, in addition to any other remedies at law or in equity, the City may terminate this Agreement and upon such termination shall be relieved of its obligations under this Agreement, including but not limited to its obligations to convey any Conveyed Property to the Developer.

D. In the case of an event of default by the City and its failure to cure such default after due notice and within the time period provided for in this Agreement, in addition to any other remedies at law or in equity, the Developer may terminate this Agreement and recover from the City payment for reimbursable Redevelopment Project Costs and Parking Deck Costs as provided for in this Agreement actually incurred and any related 5% construction management fee earned by Developer.

E. In the case of an event of default by the Developer occurring prior to the commencement of construction, the City agrees that it shall have no remedy of specific performance to force the Developer to commence construction.

9.5 **Amendment.** This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties evidenced by a written amendment, by the adoption of an ordinance or resolution of the City approving said written amendment, as provided by law, and by the execution of said written amendment by the Parties or their successors in interest.

9.6 **Entire Agreement.** This Agreement sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the Parties.

9.7 **Severability.** If any provisions, covenants, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

9.8 **Consent or Approval.** Except as otherwise provided in this Agreement, whenever consent or approval written or otherwise of any Party to this Agreement is required, such consent or approval shall not be unreasonably withheld, delayed or conditioned.

9.9 **Illinois Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois.

9.10 **Notice.** Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by telecopy facsimile or electronic mail; or (iii) sent by a recognized overnight courier service; or (iv) delivered by United States registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the Parties at their

respective addresses set forth below, and the same shall be effective (a) upon receipt or refusal if delivered personally or by telecopy facsimile; (b) one (1) business day after depositing with such an overnight courier service, or (c) two (2) business days after deposit in the mail, if mailed. A Party may change its address for receipt of notices by service of a notice of such change in accordance herewith. All notices by telecopy facsimile shall be subsequently confirmed by U.S. certified or registered mail.

If to the City:

City of St. Charles
Attn: City Administrator
Two East Main Street
St. Charles, Illinois 60174
Attention: City Administrator
Fax No. (630) 377-4440
email: cao@stcharlesil.gov

with a copy to:

John M. McGuirk
Hoscheit, McGuirk, McCracken & Cuscaden P.C.
1001 East Main Street
Suite G
St. Charles, Illinois 60174
Fax No. (630) 513-8799
email: jmc@hmcpc.com

with a copy to:

Nicholas S. Peppers
Storino Ramello & Durkin
9501 West Devon Avenue
8th Floor
Rosemont, Illinois 60018
Fax No. (847) 318-9509
email: npeppers@srd-law.com

If to the Developer:

First Street Development II, LLC
Attention: Bob Rasmussen
P.O. Box 3970
409 East Illinois Street
St. Charles, Illinois 60174
email: bob@midwestcustomhomes.com

with a copy to:

William F. Bochte
Bochte & Kuzniar, P.C.
2580 Foxfield Road, Suite 200
St. Charles, Illinois 60174
Fax No. (630) 377-3479
email: wbochte@bknlaw.com

9.11 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

9.12 **Term of Agreement; Extension of Term of TIF.** The term ("*Term*") of this Agreement shall commence on the date first above written and continue until the earlier of issuance of the Phase 3 Certificate of Completion and December 31, 2038 the date which 23 years after the establishment of the Redevelopment Project Area. In the event the City pursues and receives an extension of the term of the Redevelopment Project Area and associated tax increment allocation financing, the Developer shall have no additional rights under the terms and provisions of this Agreement and this Agreement shall terminate on December 31, 2038.

9.13 **Nature of Developer Public Improvements and City Public Improvements.** The City and the Developer hereby expressly covenant, warrant and agree that no special legal entitlements to the Developer Public Improvements or any portion of the Developer Public Improvements or the City Public Improvements or any portion of the City Public Improvements shall at any time inure to the Developer, any successor to or assignee of the Developer or any other nongovernmental person, it being the express intent of the parties hereto that the Developer Public Improvements and the City Public Improvements (together, the "*Public Improvements*") are and shall at all times be publicly owned, operated and maintained as part of the public capital infrastructure systems of the City. The City and the Developer hereby expressly acknowledge that Bond Counsel may rely upon this Section 9.13 in rendering its approving legal opinion on any Bonds, in the event any Bonds are issued bearing interest which is excludable from the gross income of the owners thereof for purposes of federal income taxation.

9.14 **Taxes of General Applicability.** The parties agree that security for the Bonds and payments of debt service on the Bonds may include special service area taxes, which are other than taxes of general applicability. Each of the Developer and the City accordingly hereby expressly agrees and recognizes that use, directly or indirectly, in any trade or business carried on by a person other than a governmental unit of any portion of the Public Improvements to be financed with Bond proceeds may cause the Bonds to be classified as private activity bonds under the Internal Revenue Code and promulgated regulations. Accordingly, each of the Developer and the City covenants not to enter into or enforce any agreements with any party, including the Developer or the City, that would permit any use, directly or indirectly, in any trade or business carried on by a person other than a governmental unit of any portion of the Public Improvements financed with any Bond proceeds without an opinion of Bond Counsel that such agreement will not adversely affect the tax exempt status of interest on any Bonds issued on a tax-exempt basis for federal income tax purposes. No provision of this Agreement will be enforced for the benefit of any nongovernmental user (other than

a member of the general public) of any portion of the Public Improvements financed by any Bond proceeds.

9.15 Good Faith and Fair Dealing. City and Developer acknowledge their duty to exercise their rights and remedies hereunder and to perform their covenants, agreements and obligations hereunder, reasonably and in good faith.

9.16 Drafting. Each Party and its counsel have participated in the drafting of this Agreement therefore none of the language contained in this Agreement shall be presumptively construed in favor of or against either Party.

9.17 Recording. The Parties agree to record this Agreement with the Kane County Recorder of Deeds.

9.18 Covenants Run with the Land. It is intended that the covenants, conditions, agreements, promises, obligations and duties of each Party as set forth in this Agreement shall be construed as covenants and that, to the fullest extent legally possible, all such covenants shall run with and be enforceable against both the covenantor and the Project. Such covenants shall terminate upon termination or expiration of this Agreement.

9.19 Right to Enjoin. In the event of any violation or threatened violation of any of the provisions of this Agreement by a Party or Occupant, any other Party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, and/or for a decree of specific performance.

9.20 Partial Funding. Except as otherwise set forth in this Agreement, the Developer acknowledges and agrees that the economic assistance to be received by the Developer as set forth in this Agreement is intended to be and shall be a source of partial funding for the Project and agrees that any additional funding above and beyond said economic assistance shall be solely the responsibility of the Developer. The Developer acknowledges and agrees that the amount of economic assistance set forth in this Agreement represents the maximum amount of economic assistance to be received by the Developer, provided the Developer complies with the terms and provisions set forth in this Agreement. The Developer further acknowledges and agrees that the City is not a joint developer or joint venturer with the Developer, and the City is in no way responsible for completion of any portion of the Project except for the City Public Improvements.

9.21 Attorney Fees. Should it become necessary to bring legal action or proceedings to enforce this Agreement, or any portion thereof, or to declare the effect of the provisions of this Agreement, the prevailing party shall be entitled to recover or offset against sums due, its costs, including reasonable attorney's fees, in addition to whatever other relief the prevailing party may be entitled.

9.22 Cancellation. In the event the Developer or the City shall be prohibited, in any material respect, from performing covenants and agreements or enjoying the rights and privileges herein contained, or contained in the Redevelopment Project Area, including the Developer's duty to build the Project, by the order of any court of competent jurisdiction, or in the event that all or any part of the Act or any ordinance adopted by the City in connection with the Project, shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction (collectively the "Involuntary Termination Events"), and such declaration shall materially affect the Redevelopment Project Area or the covenants and Agreements or rights and privileges of the Developer or the City to such extent that the Project cannot be completed in substantial conformance with this Agreement, then and only in any such event, the Party so materially affected may, at its election, terminate this Agreement in whole (or in part with respect to that portion of the Project so materially affected) by giving written notice thereof to the other within 60 days after such final decision or amendment. If the City terminates this Agreement pursuant to this Section 9.22, the City, at its option, may also terminate its duties, obligation and liability under all or any related documents and agreements the execution of which is not possible because of an Involuntary Termination Event. Further, the termination of this Agreement shall have no effect on the authorizations granted to the Developer for buildings permitted and under construction to the extent permitted by any Involuntary Termination Event; and termination of this Agreement shall have no effect on perpetual easements contained in any recorded, properly executed document. If the City terminates this Agreement or any related documents and agreements pursuant to this Section 9.22, it shall pay Developer for reimbursable Redevelopment Project Costs and Parking Deck Costs as provided for in this Agreement actually incurred and any related 5% construction management fee earned by Developer, prior to the Involuntary Termination Event.

9.23 No Joint Venture, Agency or Partnership Created. Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any person to create the relationship of a partnership, agency or joint venture between or among such Parties.

9.24 No Personal Liability of Officials of the City or the Developer. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the corporate authorities, any elected official, officer, partner, member, director, agent, employee or attorney of the City or the Developer, in his or her individual capacity, and no elected official, officer, partner, member, director, agent, employee or attorney of the City or the Developer shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF ST. CHARLES,
an Illinois Municipal Corporation

By: _____
Mayor

ATTEST:

City Clerk

FIRST STREET DEVELOPMENT II, LLC

By: _____
Its Managing Member

ATTEST:

Its: _____

EXHIBITS

- A. REDEVELOPMENT PROJECT AREA
 - A-1. MAP OF REDEVELOPMENT PROJECT AREA
- B. LEGAL DESCRIPTION - CITY PROPERTY
 - B-1. MAP OF CITY PROPERTY
- C. LEGAL DESCRIPTION – CONVEYED PROPERTY
 - C-1. MAP OF CONVEYED PROPERTY
- D. SITE PLAN
 - D-1. SITE PLAN
 - D-2. SCOPE OF PROJECT
 - D-3. GOVERNMENTAL REQUIREMENTS
- E. CONSTRUCTION PHASING SCHEDULE
 - F-1. DEVELOPER PUBLIC IMPROVEMENTS
 - F-2. CITY DEVELOPMENT PUBLIC IMPROVEMENTS
 - F-3. CITY PUBLIC IMPROVEMENTS
- G. PROPERTY CONVEYANCE SCHEDULE
- H. REIMBURSEMENT APPLICATION
- I. CERTIFICATE OF SUBSTANTIAL COMPLETION

EXHIBIT A

REDEVELOPMENT PROJECT AREA

CENTRAL DOWNTOWN REDEVELOPMENT PROJECT AREA

That part of the South Half of Section 27 and the North Half of Section 34 in Township 40 North, Range 8 East of the Third Principal Meridian in the City of St. Charles, Kane County, Illinois, described as follows:

Beginning at the southwesterly corner of Block 22 in the Original Town of St. Charles, recorded May 8, 1837, in Book 19, page 2; thence southeasterly, 340 feet along the easterly line of 3rd Avenue to the northwest corner of Block 6 of said subdivision; thence southwesterly, 260 feet along the southerly line of Main Street to the northwest corner of Block 4 of said subdivision; thence southeasterly, 608.3 feet along the easterly line of Second Avenue to a line parallel with and 111.7 feet northerly of (as measured along the easterly line thereof) the southerly line of Block 15 in said subdivision; thence westerly, along said parallel line to the westerly line of said Block 15; thence southeasterly, along said westerly line and the southeasterly extension thereof to the easterly extension of the northerly line of Brownstone, recorded January 2, 2001, as Document No. 2001K000149; thence southwesterly, along said extension and said northerly line, to the northwest corner of said Brownstone; thence southeasterly, along the westerly line of said Brownstone to the easterly extension of the southerly line of Lot 7 in Phase I of First Street Redevelopment Subdivision, recorded March 29, 2007, as Document No. 2007K035551; thence South 78 degrees 42 minutes 53 seconds West along said extension and the southerly line of said Lot 7 to the southwest corner thereof; thence North 11 degrees 17 minutes 02 seconds West, 231.95 feet along the west line of Lots 7 and 14 in said subdivision to the northwest corner of said Lot 14; thence North 78 degrees 35 minutes 36 seconds East, 66.48 feet along the north line of said Lot 14 to the northeast corner thereof; thence North 11 degrees 30 minutes 41 seconds West, 25.00 feet along an east line of Lot 5 in said subdivision to the southeast corner of Lot 6 in said subdivision; thence South 78 degrees 35 minutes 36 seconds West, 84.96 feet along the south line of said Lot 6 to the southwest corner thereof; thence North 11 degrees 39 minutes 20 seconds West, 197.00 feet along a westerly line of said Lot 6 to a jog in said westerly line; thence South 78 degrees 20 minutes 40 seconds West, 41.90 feet along said jog to the westerly line of said Lot 6; thence North 11 degrees 13 minutes 55 seconds West along said westerly line and the northerly extension thereof to the southerly line of Lot 3 in the Amended Phase II First Street Redevelopment Subdivision, recorded July 8, 2008, as Document No. 2008K056095; thence North 78 degrees 37 minutes 37 seconds East along the southerly line of said Lot 3 to a curve in said southerly line; thence northeasterly, 44.24 feet along said curve, having a radius 28.00 feet, the chord of said curve bears North 33 degrees 21 minutes 37 seconds East, 39.78 feet to the easterly line of said Lot 3; thence North 11 degrees 54 minutes 23 seconds West, 441.52 feet along the easterly line of Lots 3 and 13 in said subdivision to the northeast corner of said Lot 13; thence North 78 degrees 29 minutes 30 seconds East, 12.31 feet along the easterly extension of the north line of said Lot 13 to the westerly line of 1st Street, according to the plat recorded January 25, 1844, in Book 4, page 342; thence northwesterly, 37.52

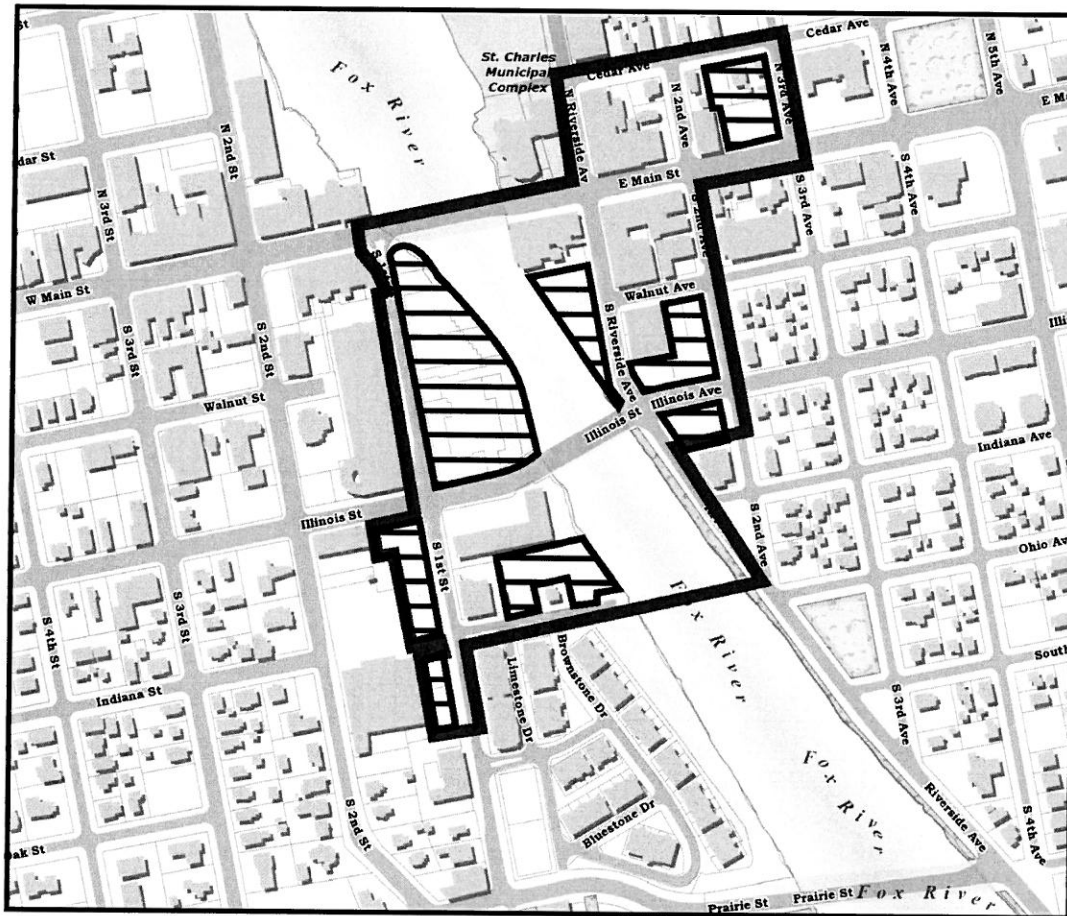
feet along said right-of-way to an angle point in said line; thence northwesterly, 59.15 feet along said right-of-way to the northerly line of Block 39 in said Original Town of St. Charles; thence northeasterly along said northerly line to the northeast corner thereof; thence northerly to the southeast corner of the Hotel Baker Subdivision, recorded December 2, 1982, as Document No. 1623173; thence northeasterly along the northerly line of Illinois Route 64 (Main Street) to the southwest corner of Lot 5 in Block 2 of County Clerk's 1899 Assessment Division East of the Fox River; thence continuing northeasterly along the southerly line of said Block 2 to the northwesterly right-of-way line of Illinois Route 64 (Main Street) and 1st Avenue per Document Number 96K045968; thence northeasterly 21.22 feet along said line to the easterly line of said Block 2; thence northwesterly along the westerly line of 1st Avenue to the southeast corner of Block 3 in said County Clerk's 1899 Assessment Division; thence northeasterly, 580 feet along the north line of Cedar Avenue to the Point of Beginning.

The Redevelopment Project Area is generally bounded by 1st Street on the west, 3rd Avenue on the east, Indiana Street on the south and Main Street (west of Fox River) and Cedar Avenue (east of Fox River) on the north.

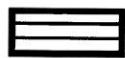
EXHIBIT A-1

MAP OF REDEVELOPMENT PROJECT AREA

Central Downtown TIF RPA Development Map



City of St. Charles Central Downtown TIF RPA



Mixed Use

Commercial

Office

Residential

Public/Parks/OpenSpace



Central Downtown TIF Boundary

** All other properties shall retain the land use designation shown on the Central Downtown Existing Land Use Map



EXHIBIT B

LEGAL DESCRIPTION

CITY PROPERTY

Lots 3, 4, 5 11 and 12 in the Phase III First Street Redevelopment Subdivision, according to the plat thereof recorded as Document No. 2008K089916, in the City of St. Charles, Kane County, Illinois.

MAP OF CITY PROPERTY



EXHIBIT C

LEGAL DESCRIPTION

CONVEYED PROPERTY

Phase 1

PROPOSED LOT 1 OF THE PLAT OF RESUBDIVISION OF PHASE III FIRST STREET REDEVELOPMENT SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 27 AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN KANE COUNTY, ILLINOIS

PHASE 2

PROPOSED LOT 2 OF THE PLAT OF RESUBDIVISION OF PHASE III FIRST STREET REDEVELOPMENT SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 27 AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN KANE COUNTY, ILLINOIS

PHASE 3

PROPOSED LOT 3 OF THE PLAT OF RESUBDIVISION OF PHASE III FIRST STREET REDEVELOPMENT SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 27 AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN KANE COUNTY, ILLINOIS

PHASE BY PHASE MAPS OF CONVEYED PROPERTY



EXHIBIT D-1

SITE PLAN

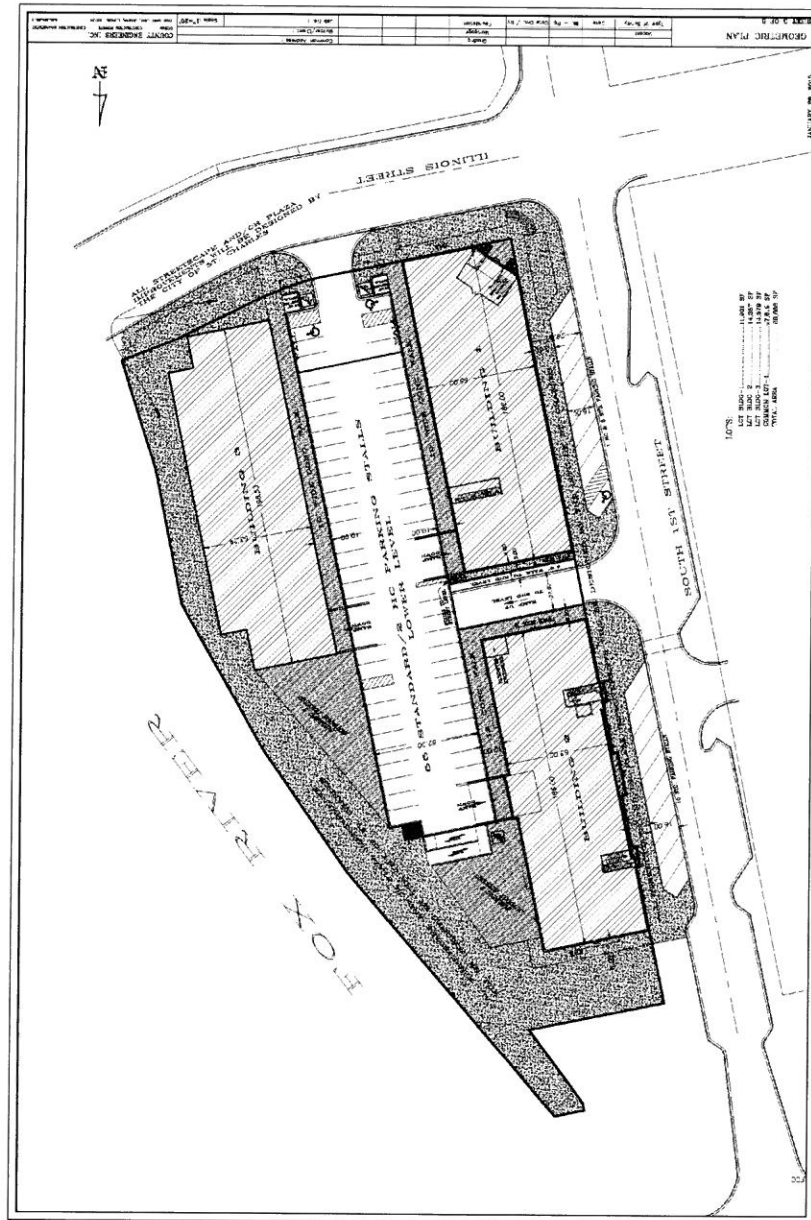


EXHIBIT D-2

SCOPE OF PROJECT

Private Development Program				
Phase	Timing	Buildings	Development Program Summary	
<u>1</u>	<u>Construction</u> 7/1/15-12/31/16	Retail/Office	Retail/Commercial Office	11,865 SF 35,595 SF
			Underground Private Parking	27 Spaces
		City-Owned Public Parking Deck	Public Parking Spaces	110 Spaces
<u>2</u>	<u>Construction</u> 4/1/16-10/1/17	Retail/Apartment	Retail/Commercial Residential Apartment	11,898 SF 36,000 SF 36 Units
			Underground Private Parking Spaces	27 Total Spaces
<u>3</u>	<u>Construction</u> 4/1/17-10/1/18	Retail/Condominium	Retail/Commercial For-Sale Residential	11,966 SF 47,864 SF 32 Units
			Underground Private Parking Spaces	25 Total Spaces

EXHIBIT D-3

GOVERNMENTAL REQUIREMENTS

City of St. Charles, Illinois
Ordinance No. 2015-Z-____

**An Ordinance Granting Approval of a PUD Preliminary Plan for a portion of Phase 3 of
the First Street Redevelopment PUD
(Buildings 1, 2, 3 and Parking Deck)**

WHEREAS, an application has been filed for PUD Preliminary Plan for a portion of Phase 3 of the First Street Redevelopment PUD, said realty being legally described on Exhibit "A" attached hereto and incorporated herein (the "Subject Realty"); and,

WHEREAS, said application was filed with the City on or about November 3, 2014, by First Street Development II, L.L.C. ("Applicant") and authorized by the record owner of the Subject Realty, the City of St. Charles ("Record Owner"); and,

WHEREAS, the Historic Preservation Commission recommended approval of the PUD Preliminary Plan on or about November 19, 2014; and,

WHEREAS, the Plan Commission recommended approval of the PUD Preliminary Plan on or about December 16, 2014; and,

WHEREAS, the Planning & Development Committee of the City Council recommended approval of the PUD Preliminary Plan on or about _____ 2015; and,

WHEREAS, the City Council of the City of St. Charles has received the recommendations of the Plan Commission and Planning & Development Committee and has considered the same.

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

1. The preambles set forth hereinabove are incorporated herein as substantive provisions of this Ordinance as though fully set out in this Section 1.

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

- Development Data, dated _____

- Preliminary Engineering Plans titled "1st Street Phase 3", prepared by County Engineers, Inc., dated _____
- Building Architectural Elevations for Building 1, Building 2, and the Parking Deck prepared by Marshall Architects, dated _____.

3. Preliminary Plans shall be submitted for review by the Historic Preservation Commission and Plan Commission and approval by the City Council for the following:

- Streetscape Improvements for First and Illinois Streets. Streetscape improvements adjacent to each building shall be installed concurrently with the construction of each building.
- Building Architectural Elevations for Building #3.
- Riverwalk Improvements along the Fox River frontage. The portion of Riverwalk improvements located directly east of Buildings 2, 3 and the Parking Deck shall be installed concurrently with the construction of Building #3.
- Plaza area north of Building #2

4. That the subject property may be developed and used only in accordance with all ordinances of the City now in effect or hereafter amended or enacted.

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

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this ____ day of ____, 2015.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this ____ day of ____, 2015.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this ____ day of ____, 2015.

Raymond P. Rogina, Mayor

Attest:

Nancy Garrison, City Clerk

Vote:

Ayes:

Nays:

Absent:

Abstain:

Date: _____

APPROVED AS TO FORM:

City Attorney

DATE: _____

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 3, 4, 5 11 and 12 in the Phase III First Street Redevelopment Subdivision, according to the plat thereof recorded as Document No. 2008K089916, in the City of St. Charles, Kane County, Illinois.

EXHIBIT "B"

PUD PRELIMINARY PLAN

- Development Data
- Preliminary Engineering Plans
- Building Architectural Elevations

EXHIBIT E

CONSTRUCTION PHASING SCHEDULE

<u>Phase</u>	<u>Building/Improvement to be Constructed</u>	<u>Target Start Date</u>	<u>Completion Date</u>
1	Retail/Office and City-Owned Public Parking Deck	7/1/15	12/31/16
2	Retail/Apartment	4/1/16	10/1/17
3	Retail/Condominium	4/1/17	10/1/18

EXHIBIT F-1

**DEVELOPER PUBLIC IMPROVEMENTS
Developer's Responsibility to Construct
City to Reimburse**

	<u>Costs</u>	<u>Construction Dates</u>
Phase 1 (Two (2) Structured Parking Deck with a minimum of not less than 110 spaces Parking Deck by Developer	\$1,809,500.00	7/1/15-12/31/16
Developer Management Fee 5%	\$91,500.00	
Public Improvements - Developer	\$1,900,000.00	

EXHIBIT F-2

CITY DEVELOPMENT PUBLIC IMPROVEMENTS Developer Optional to Construct City to Reimburse

Phase 1 (Retail/Office Building)

7/1/15-12/31/16

Streetscaping

(Includes street lighting, irrigation, furniture, plantings, other improvements similar in design and concept to match streetscaping improvements located on the west side of First Street)

adjacent to Phase 1, along part of Illinois
\$360,000 and First Street

Construction Management Fee 5%

\$18,000

Public Improvements -Developer

\$378,000

Phase 2 (Retail/Apartment Building)

4/1/16-10/1/17

Streetscaping

(Includes street lighting, irrigation, furniture, plantings, other improvements similar in design and concept to match streetscaping improvements located on the west side of First Street)

\$150,000 adjacent to Phase 2, along First Street

Construction Management Fee 5%

\$7,500

Public Improvements -Construction

\$157,500

Phase 3 (Riverfront Retail/Residential)

4/1/17-10/1/18

Streetscaping

(Includes street lighting, irrigation, furniture, plantings, other improvements similar in design and concept to match streetscaping improvements located on the west side of First Street)

Adjacent to Phase 3,
\$95,000 along Illinois St

Construction Management Fee 5%

\$4,750

Public Improvements -Construction

\$99,750

EXHIBIT F-3

CITY PUBLIC IMPROVEMENTS City Responsibility

The City shall, upon substantial completion by Developer of Phase 3, commence and diligently complete construction of the River Walk Improvements and Civic Plaza Areas immediately adjoining Phases 1 and 2, materially consistent and substantially conforming with the scope of the City's construction of existing Plaza, Streetscape and River Walk Improvements in the immediate vicinity.

EXHIBIT G

PROPERTY CONVEYANCE SCHEDULE

	<u>Failure to Open Construction Escrow Default Date</u>	<u>Failure to Commence Construction Default Date</u>
Phase 1 Property	11/1/15	12/1/15
Phase 2 Property	7/1/16	8/1/16
Phase 3 Property	7/1/17	8/1/17

EXHIBIT H
REIMBURSEMENT APPLICATION

Application No. _____

Date: _____

Pursuant to the Redevelopment Agreement ("Agreement") between the City of St. Charles, Kane and DuPage Counties, Illinois, and First Street Development II, LLC ("Developer"), the undersigned hereby requests reimbursement in the amount of _____ Dollars (\$ _____) for Eligible Project Costs incurred as follows:

Total reimbursement requested (including Developer Management Fees) to date:	\$ _____
Total reimbursement received to date:	\$ _____
This request:	\$ _____

Developer hereby certifies to the City that as of this date it has submitted to the City:

If the reimbursement requested is for real property, a copy of the ALTA Owner's Policy of Title Insurance showing that record fee simple title to all of the real property is vested in the Developer except for public rights of way therein, together with satisfactory evidence of the acquisition price of said real property.

If the reimbursement requested is not for real property, copies of all bills, invoices and other reasonable information requested by the City to evidence the Developer's costs and expenses for the amount of reimbursement requested.

If the reimbursement application is for progress payments including but not limited to payments for Developer Public Improvements, Parking Deck Costs and Developer Management fees, copies of all contractors sworn statements and trailing partial or final waivers and other reasonable information requested by the City to evidence the Developer's costs and expenses for the amount of reimbursement requested.

Undersigned hereby certifies that the amount requested herein is for Redevelopment Project Costs incurred by the Developer and not previously reimbursed by the City.

FIRST STREET DEVELOPMENT II, LLC

By: _____

Date: _____

The City authorizes the disbursement of funds to _____ in the amount of \$ _____ in accordance with the Agreement.

CITY OF ST. CHARLES, ILLINOIS

By: _____

EXHIBIT I

CERTIFICATE OF SUBSTANTIAL COMPLETION

THIS CERTIFICATE OF SUBSTANTIAL COMPLETION (this "Certificate") is made as of _____, 20__, by First Street Development II, LLC, an Illinois limited liability company ("Developer"), and _____, an Illinois corporation ("Architect").

R E C I T A L S:

A. By that certain Central Downtown Tax Increment Financing Redevelopment Agreement (First Street) (the "Agreement") dated the ____ day of _____ 20__, the parties have agreed to implement a Tax Increment Redevelopment Plan and Redevelopment Project for the First Street Redevelopment Project Area (the "Redevelopment Plan") pursuant to the Agreement and the Redevelopment Plan all as more particularly described in the Agreement.

B. In accordance with the definition of "Substantial Completion" set forth in the Agreement on or promptly after the date on which Developer and Architect determine that substantial completion as defined in the Agreement has been achieved, Developer and Architect shall issue this Certificate to the City.

C. Developer and the architect have determined that substantial completion of Phase ____ has been achieved, and, therefore, Developer and Architect are issuing this Certificate to the City in accordance with the Agreement.

D. Unless otherwise provided herein, all capitalized words and terms in this Certificate shall have the same meanings ascribed to such words and terms as in the Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and Architect hereby certifies to the best of its knowledge and professional opinions, as follows:

1. Phase ____ has been constructed and completed in a good, workmanlike, and substantial manner, in conformity with good construction and architectural practices, and in accordance with the plans and specifications.

2. Phase ____ is free from damage and structural defects including damage caused by fire, flood, earthquake, other casualty or improper deferred maintenance.

3. Phase ____ fully complies with all applicable laws, rules, regulations, ordinances, resolutions and permits of every nature and description, including zoning, building and fire codes

and ordinances and subdivision control and environmental laws, rules and regulations, as reviewed and approved by the City of St. Charles, Illinois, or Kane, County, Illinois, and comply with all other applicable covenants, conditions and restrictions applicable to, or affecting, the Phase _____. Phase _____ has been inspected and accepted by the City of St. Charles, Illinois.

4. All permits, licenses and approvals required for the commencement of Phase _____ including, but not limited to, building permits, have been issued and are in full force and effect, and no other permits, licenses or approvals of any governmental authority are required for the construction or use of Phase _____, except for a Certificate of Occupancy, which Developer have no reason to believe will not be issued upon completion of minor punch list items.

5. Satisfactory means of access to and from Phase _____ to adjoining public ways are available, sufficient to meet the needs of Phase _____ and all applicable requirements of public and private authorities. Sanitary water supply, storm sewer, sanitary sewer facilities and all other utilities are sufficient to satisfy the requirements of public and private authorities and Phase _____. All approvals, licenses, permits and the like necessary for such access and utilities have been obtained and are in full force and effect and are in accordance with all applicable laws and regulations.

6. This Certificate shall be binding upon Developer and Architect and their respective successors and assigns, and shall inure to the benefit of The City of St. Charles and its successors and assigns

IN WITNESS WHEREOF, Developer and Architect Have executed this Certificate as of the date and year first above written.

ARCHITECT:

By: _____

DEVELOPER:

First Street Development II, LLC

By: _____

MINUTES
CITY OF ST. CHARLES, IL
SPECIAL
PLANNING AND DEVELOPMENT COMMITTEE
MONDAY, FEBRUARY 17, 2015 7:05 P.M.

Members Present: Silkaitis, Payleitner, Lemke, Turner, Stellato, Bancroft, Martin, Krieger, Bessner, Lewis

Members Absent: None

Others Present: Mayor Raymond Rogina; Mark Koenen, City Administrator; Rita Tungare, Director of Community & Economic Development; Russell Colby, Planning Division Manager; Ellen Johnson, Planner; Chris Tiedt, Development Engineering Division Manager; Bob Vann, Building & Code Enforcement Division Manager; Matthew O'Rourke, Economic Development Division Manager

1. CALL TO ORDER

The meeting was convened by Chairman Stellato at 7:25 P.M.

2. ROLL CALLED

Roll was called:

Present: Silkaitis, Payleitner, Lemke, Turner, Stellato, Bancroft, Martin, Krieger, Bessner (7:42PM), Lewis

Absent: None

3. COMMUNITY & ECONOMIC DEVELOPMENT

- a. Recommendation to approve a PUD Preliminary Plan for First Street Redevelopment PUD Phase 3

Mr. Colby said this project began as a vision for mixed-use downtown redevelopment that dates from the 2000 Downtown Strategy Plan that first identified this area as an opportunity for redevelopment within the downtown. He said there was a PUD approved by the city in 2006 and that approval also included plans for all the various phases of the project; and also included zoning deviations to allow the buildings that were proposed to be constructed. He said this project is a little different in that it is a public/private partnership, where the city owns some property and also will own the public improvements that are constructed as part of the project.

Mr. Colby then showed a Power Point presentation showing the overall site plan and boundaries of the First St. PUD and also the buildings that have been constructed thus far, including phases 1 and 2, which were completed by 2009 and included: the majority of utility and infrastructure work for the entire development; Building 4/parking deck; Blue Goose; and Building 7A, the BMO Harris and 16 apartments. He said a plan for phase 3 was approved back in 2006 and that plan has since expired and there is now a new plan being proposed for that portion of the project which was the discussion for tonight. He said additionally there are later phases of the project-phases 4 and 5 that include additional buildings of #6, #7B and #8 and timing for the development of those buildings is unknown. He then showed the location of the proposed PUD Preliminary Plan along with an aerial photo identifying the public spaces that surround the site along with the riverwalk, bi-level riverwalk and streetscaping improvements that are planned to

occur around the buildings. He then showed the original approved public space designs for the riverwalk, streetscape and also the adjacent East Plaza and stated that the new proposed plan fits within the boundaries of those planned public spaces.

Mr. Colby stated that this was a PUD Preliminary Plan review and he then outlined the process:

Historic Preservation Commission reviewed the impact of the proposed project and also the building architecture and recommended approval on 11/19/14 noting that the plan would have a positive impact on historic nature of downtown and there were a number of favorable design features sited.

Plan Commission reviewed the conformance to approved PUD Ordinances (#2006-Z-29, #2008-Z-22), conformance to other codes both zoning and subdivision standards and site and building design standards and recommended approval on 12/16/14.

Mr. Colby stated that what was being presented that evening for approval was:

For all 3 buildings and Parking deck

- Site and engineering plan with building footprints
- Development data (uses, square footage, height)

Architectural plans for:

- Building 1
- Building 2
- Parking Deck

He said future approvals would include:

- Final Plat of Subdivision-to divide the property into building lots
- Streetscape plans-for the improvement of the right-of-way adjacent to the buildings
- East Plaza plans
- Riverwalk plans
- Architectural Plans for Building 3

He said Staff has conducted a review of the PUD Preliminary Plan and has found the following:

- Proposal complies with PUD standards
 - Meets maximum building square footage, height
 - Meets design standards for buildings
- New building program constitutes a plan change
 - No change to permitted uses
- Ability to meet all codes for building, life safety, engineering
 - Subject to resolution of all staff comments prior to City Council action

He said there were also some suggested conditions:

- Resolution of all staff review comments prior to City Council action
- Subject to future PUD Preliminary Plan approval of:
 - Architectural plans for Building 3
 - Streetscape, East Plaza, and Riverwalk

Bob Rasmussen-409 Illinois Ave.-said they were there tonight to present their final version of the Preliminary Plan and that last fall the concept was presented to Historic and Plan

Commission who were both favorable. He said they have spent the last couple months with Staff trying to resolve many small engineering issues that needed to be taken care to put the final plan together; and he believes they are very close to a final plan.

Mr. Rasmussen discussed the parking deck. He said there were several concerns early on regarding the parking deck; which is very low, not very tall and very unobtrusive from the viewpoint coming across the bridge. He said there is an entrance from Illinois that goes down to the ground level parking as well as an entrance from First St. that takes a ramp up to the second floor of the deck. He said on the first level they have added a pedestrian and handicapped ramp on the north end of the parking deck which will download right into the open space that they now have on the river; as well as a staircase on the ground level which is a little below grade to come up from below to enter toward the river.

Mr. Rasmussen summarized the building program. He said building 1 and 2 have footprints just shy of 12,000 ft. and are 4-story buildings and will be just shy of 48,000 sq. ft.; building 3 is a 5-story building similar in footprint at 11,966 ft. and 60,000 sq. ft. He said building 1 is a first floor retail building with the top 3 floors being occupied with their partners ALE Solutions; building 2 will be a “for rent” residential building on the top 3-floors to bring bodies into downtown on a daily and nightly basis, and will be a significant impact to the current businesses and also the ones on the first floor; and building 3 will be 4-floors of “for sale” residential/condominiums and first floor retail.

Mr. Rasmussen described the site design. He said the new proposed plan nestles in nicely and will be a pretty view coming across the river. He said the street elevation for Building 1-ALE building- has been designed with the intent of grabbing some of the old Piano Factory looks of trying to recreate the loft look and infill the old factory windows with today’s windows and he feels they have done a good job of trying to recreate that look and Historic Commission was excited with what was created. He said the ramp coming from First St. heading to the second level of the parking garage has a pedestrian sidewalk on the south edge to allow for walking up and down from the ramp. He said in looking at the overview it’s really important to see all the open space that has been created due to shrinking the project and they anticipate seeing a couple of significant restaurants on the first floor on the north end of buildings 1 and 3. He said the second level of the parking garage is not as tall as the first floor of the buildings so it remains pretty low; and the streetscape coming out of basically the back door of ZaZa’s will be the future plaza on the north end of the buildings where they anticipate a great restaurant with some outdoor dining space. He said they tried to add some articulation and different looks to look like the lofts that were created downtown with balconies that protrude which are really common in redevelopment areas. He said that Dan Marshall had a great idea to make the ALE Solutions building look like the Wok n Fire corner to be a little more inviting in moving the entrance from the middle to the end to make the corners prominent and he thinks it’s going to be a great addition for that building. He noted that a significant number of employees for ALE would use that entrance which is very close to the parking garage across the street where they would park their cars on a daily basis and that from a landscaping standpoint it would not take much to keep that area looking pretty and not like a parking garage.

Aldr. Silkaitis asked if the entrance to the parking deck on Illinois would be right in/right out, or a full access. Mr. Rasmussen said a full access.

Aldr. Lewis said she went back to the minutes from last January and she still has the same concerns with the balconies; she doesn't see a change from what they were a year ago to now and she asked how wide they are. Mr. Rasmussen said about 10ft. from left to right and 4ft. in depth. Aldr. Lewis said her concerns were there being a lot of things on the balconies and she remembers that Mr. Rasmussen stated that as landlords they can restrict what is put on those balconies; she asked if people would be grilling and stated she wanted there to be some strong restrictions. Mr. Rasmussen pointed out that down the street at Milestone Row and at building 7A there are a ton of balconies exactly like these and he doesn't believe that in 9-years that there has been a complaint. He said every single day in managing their properties they make sure things are kept neat and clean; they do not allow storage of bikes and if it does happen they quickly contact the tenant; so he does not have a fear of that because it can be controlled through their leasing and management. He said he also believes the city's code enforcement officer Rob would instantly contact them and he would tell you he has no issue with any of his units and they have 54 residential rentals between here and Heritage Square. Aldr. Lewis stated that this is not the same as the Harris Bank building where those balconies are, this is right along the river on both sides of the building and she just really wants to be sure they stay well kept. Chairman Stellato said he did reach out to both in-house and outside counsel about what the city has in place to help monitor; they would have to be given a license to be able to build those balconies over the sidewalk and the city would then have a say so in what happens on those balconies. He suggested that Mr. Rasmussen bring Aldr. Lewis up to speed with whatever covenants he has in place while he is drafting those; and also that the city has the second layer. Aldr. Lewis said she lives in an older neighborhood, not a PUD, and it can quickly get out of control at some of the properties and she would hate to see that happen on our jewel over at First St.

Aldr. Payleitner said she echoes Aldr. Lewis concerns and she's glad they are being addressed and her question is in regard to the little brick wall for the parking garage; she asked if it were high enough to cover a car. Mr. Rasmussen said the parapet wall that goes up beyond the second floor is not as tall as an SUV, but from ground level you probably will not see the top of the car.

Aldr. Krieger said in regard the balcony issue, she drives by the Illinois and 5th Ave. apartments all the time and all she ever sees is Christmas decorations which have always been taken down in a timely fashion; same with the Oaks on 15th St. and theirs are always very clean too and she feels there is enough in the Ordinance to properly maintain that and she is comfortable with them.

Aldr. Bessner said regarding the architectural styles, what was the thought process in having 2 buildings with 2 different styles versus what is currently there and what was originally planned. He said he is looking at 2 buildings that were originally going to mirror each other and now it seems there are 3 different architectural styles; not that they are bad, he is just curious on the thought process. Mr. Rasmussen said they mixed the architecture up with some historical and infill like would be seen in any urban setting where no 2 buildings are the same; it was done on purpose and he thinks the third building needs to be different as well.

David Amundson-500 Cedar St.-asked how wide the sidewalks are compared to the sidewalks already built on First St. Mr. Tiedt said about the same size. Mr. Amundson asked if they could be at least 3ft. wider because he feels one of the failings of First St. as it exists is not enough room for urban theater for merchants to pull things out for sidewalk sales and café tables, between the planting beds and the sidewalk there is not room for vibrancy there. He said this is urban theater and grills with people cooking out and people watching people is what we want;

we don't want old TV's and things like that, but if the balconies are made too sterile it will not be inviting; and he thinks if the city is too onerous on what they can and cannot do we will shoot ourselves in the foot.

Kim Malay-526 S. 16th St.-said she has watched this project from its conception to now and she was not thrilled with the original proposal of the architecture of the buildings; but she really thinks they have now come up with a nice plan and from a Historic Preservation Commission end of things they were really happy to see it and she thinks it's a better plan all the way around.

Tom Anderson-712 Horne St.- said retail on both sides of the street is very exciting; he has been part of the Downtown Partnership for years and that's a factor to really have shoppers go back and forth and having businesses there to send people to the local restaurants. He said design wise he has always likes Dan Marshall's work and he thinks he has some nice creations with what the buildings look like. He suggested in regard to the sidewalk that maybe something could be done differently with the landscape or treescapes to have it flow easier. He said building 3 looks like it overhangs the existing wall that goes down to the 2nd level, so it looks like you would have to cantilever around the second level and what is going to happen along the river in particular on the north east corner building 3. He asked if they are planning a nice upper level walk and a nice lower level walk which is there now and could be used more. Chairman Stellato stated that building 3 would be discussed in the future. Mr. Rasmussen said that the building 3 footprint is exactly the way it was before so it doesn't get anywhere near the retaining wall and it's still the same amount of upper walk way, close to 20 ft. Mr. Anderson said his comment was that an upper and lower walk would be a nice element to have; but his big concern is overall downtown parking; as soon as ALE moves and that building is empty there will be people in there and the lots across the street. He said it depends on the tenant base and this is all public and the city is responsible to manage the parking lots because the residents are not going to be excited about coming to a place that just is not convenient to them for parking. He said there's a mixed use of all day parkers who are working and then the shoppers coming and going; so the element we have here is 2 parking lots-Illinois and First St.-for the shopper and day people it will be a dead end parking lot; there is no flow. He suggested signage to say "lot full" or "2-stalls left" to manage the parking.

Paul Lencioni-300 S. 2nd St.-Said this is 2-3 decades of hopes, dreams and vision and he took a second to commend everybody in the room and said to not lose sight of all the sacrifices that people have made to get us here; all the great work that has gone in to getting all these plans here; he commended the developers, city leadership and everybody who has had the vision to take on a very difficult project. He said that he will do everything he can and talk to everyone he can to help really bring this in with the support of the city and the community because that will be the difference between success and failure; how much all of us support the things that happen here to give good honest comment and then stay out of the way; nothing will ever be perfect but it will be good if we allow you to make it good and do your jobs. He said he is there to pledge his support and say thank you for getting this far right now, he is excited to see what is done and he can hardly wait to enjoy the restaurants and meet all the new people who will occupy the new spaces and keep up the good work, everybody.

Vanessa Bell Lasota-1510 Howard St.-said as a resident who as followed this project and lived here for some time, she was a tough sell on anything being higher than the Hotel Baker with her view of the town's history, but she is really sold on the new appearance and the hard work and character that has gone into it. She noted that the Comprehensive Plan does state that "we want

to create pedestrian flow” and as she looks forward to the streetscape that is coming and to some urban aspects, like urban gardens or urban green, to soften the edges around to make the gathering places more warm because the one thing we lost on Main St. could be gained here and she sees a lot of promise and congratulations.

Aldr. Turner made a motion to recommend approval of a PUD Preliminary Plan for First Street Redevelopment PUD Phase 3. Seconded by Aldr. Bancroft.

Roll Call:

Ayes: Silkaitis, Payleitner, Lemke, Turner, Bancroft, Martin, Krieger, Bessner, Lewis

Nays:

Absent:

Abstain:

Motion Carried. 9-0.

Chairman Stellato stated that the next item on the agenda for discussion tonight is the redevelopment agreement which will make both sides promise what they are going to do and deliver to get this project done; it's the business aspect of this plan.

- b. Recommendation to approve a Redevelopment Agreement with First Street Development II, LLC regarding First Street Redevelopment PUD Phase 3.

Ms. Tungare said the city had entered in to a redevelopment agreement with the developer for First Street in 2006 and that original agreement was terminated in 2014. She said what is now before Committee is a new Redevelopment Agreement that staff and the developer have negotiated to facilitate the development of the plan that was just approved as the previous agenda item. She said this has been a joint effort between city staff, legal counsel and the developer. She said the Redevelopment Agreement outlines the developer's obligations, the city's obligations as well as certain business terms.

Ms. Tungare shared a few salient items of the Redevelopment Agreement:

- This agreement will only pertain to the phase 3 property.
- The city owns and controls all of the property within the phase 3 site; including the Harris Bank piece which was recently conveyed over by the developer to the city.
- Construction schedule for all 3-buildings:
 - Building 1-ALE Solutions and the parking deck will commence spring/summer of 2015.
 - Developer intends to commence site work in spring 2015.
 - Commence work by July 2015 on building 1 and the parking deck.
 - Work will commence on building 2 in spring 2016.
 - Work will commence on building 3 along the river in spring 2017.

Ms. Tungare said dates have already been established in the agreement and the developer is to open up a construction escrow with the city as well as to commence construction; so in addition to the construction schedule with the target start dates and target completion dates, there are also defaults that have been outlined in the redevelopment agreement. She also shared certain business terms- The land will be transferred to the developer on a building by building basis at no cost, the city will not be conveying all the property at one time to the developer. She said there are certain conditions that the developer has to meet in addition to the construction schedule for the land to be transferred over the developer and those preconditions have been established and outlined in the agreement. She said the city is agreeing to pay up to a maximum

of \$1.9 million for the public parking deck which is the cap in the agreement and the deck shall be constructed by the developer in accordance with plans and specifications that will be approved by the city. She said the city and developer have always been aware that there is some environmental remediation that will be required on the phase 3 site and Chris Tiedt with city staff has been working with Huff & Huff over the past several weeks as a third party consultant to determine the cost of disposing of bad soils and environmental remediation and the city's contribution in the redevelopment agreement has been capped at \$60,000 for buildings 1, 2 and 3. She said the agreement also outlines the city's obligation to pay the Kane County Transportation Impact Fee for the phase 3 property and that has been capped at \$60,000 and she gives credit to Chris Tiedt who has been in communication with Kane County's Dept. of Transportation, who have agreed to the original fee that was calculated in 2006, which is consistent with the city's commitment in the original redevelopment agreement. She said there is a lot of meat and substance to the agreement but the above are salient features and at this time staff is respectfully requesting that Committee recommend approval of the Redevelopment Agreement contingent on resolution of all staff comments prior to final City Council action on March 2, 2015 for both the PUD Preliminary Plan and the Redevelopment Agreement as the developer is looking to start breaking ground on this project as soon as possible.

Chairman Stellato clarified that the Kane County Transportation Impact fee would only be paid as each building is completed; so to divide that by 3 it would be the \$60,000 cap divided by 3 to be roughly \$20,000 per building. Ms. Tungare said correct; the redevelopment agreement actually does include the impact Kane County Transportation Impact fee building by building. Chairman Stellato clarified that in regard to the environmental remediation that the entire site would be cleaned even if the developer only builds one building and goes away the site will be cleaned, the parking deck done and the city will then have 2 buildable pads on a clean site. Ms. Tungare said correct.

Aldr. Turner asked who owns the land for buildings 6, 7B and 8, the ones that will still be vacant after this. Ms. Tungare said the remaining phases of the development are not part of this redevelopment agreement but the city owns that land.

Tom Anderson-asked about the schedule which states 2015 there would be a new building built and 2016 and 2017 and he thinks that's pretty aggressive; will it happen. Mr. Rasmussen said yes.

Aldr. Turner made a motion to recommend approval of a Redevelopment Agreement with First Street Development II, LLC regarding First Street Redevelopment PUD Phase 3, subject to resolution of all staff comments. Seconded by Aldr. Bessner.

Roll Call:

Ayes: Silkaitis, Payleitner, Lemke, Turner, Bancroft, Martin, Krieger, Bessner, Lewis
Nays:
Absent:
Abstain:
Motion Carried. 9-0.

Chairman Stellato commended staff/dept. heads on a fantastic job and wanted to thank them personally.

4. ADDITIONAL BUSINESS-None.

5. **ADJOURNMENT - Aldr. Bessner made a motion to adjourn at 8:07 PM. Motion was seconded by Aldr. Silkaitis. No additional discussion. Approved unanimously by voice vote. Motion carried.**