

**AGENDA
CITY OF ST. CHARLES
GOVERNMENT OPERATIONS COMMITTEE
ALD. DAN STELLATO, CHAIR**

**MONDAY, DECEMBER 19, 2016
IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – 2 EAST MAIN STREET**

- 1. Call to Order**
- 2. Roll Call**
- 3. Omnibus Vote**
- 4. Police Department**
 - a. Recommendation to approve a proposal of a new class B liquor license for Brunch Cafe to be located at 172 S 1st Street, St. Charles.
 - b. Recommendation to approve a proposal of a Massage Establishment for Spa Elysian located at 457 Dunham Road, Ste. 118, St. Charles, IL.
 - c. Recommendation to approve a proposal of an event “Wine Down Winter” for Shakou LLC, 112 W Main Street, St. Charles.
 - d. Recommendation to approve street and parking lot closures for the 2017 Sly Fox Half Marathon on April 22, 2017.
- 5. Information Systems Department**
 - a. Recommendation to approve an agreement with MAD Security to provide information security program development services for a not-to-exceed cost of \$38,680.
 - b. Recommendation to approve an agreement with Plante Moran to provide a work order/asset management and community development system needs assessment for a not-to-exceed cost of \$89,965.
- 6. Finance Department**
 - a. Presentation Update regarding City’s Preliminary Financial Results for 2nd Quarter ending October 30, 2016 – Information Only.
- 7. Executive Session**
 - Personnel – 5 ILCS 120/2(c)(1)
 - Pending Litigation – 5 ILCS 120/2(c)(11)
 - Probable or Imminent Litigation – 5 ILCS 120/2(c)(11)
 - Property Acquisition – 5 ILCS 120/2(c)(5)
 - Collective Bargaining – 5 ILCS 120/2(c)(2)
 - Review of Executive Session Minutes – 5 ILCS 120/2(c)(21)
- 8. Additional Items from Mayor, Council, Staff, or Citizens.**

9. Adjournment

ADA Compliance

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the ADA Coordinator, Jennifer McMahon, at least 48 hours in advance of the scheduled meeting.

The ADA Coordinator can be reached in person at 2 East Main Street, St. Charles, IL, via telephone at (630) 377 4446 or 800 526 0844 (TDD), or via e-mail at jmcmahon@stcharlesil.gov. Every effort will be made to allow for meeting participation. Notices of this meeting were posted consistent with the requirements of 5 ILCS 120/1 et seq. (Open Meetings Act).

**AGENDA ITEM EXECUTIVE SUMMARY**Agenda Item number: **4a**

Title:

Recommendation to approve a Proposal of a New Class B Liquor License for Brunch Cafe to be located at 172 S 1st Street, St. Charles

Presenter:

Chief Keegan, Police Department

Meeting: Government Operations Committee

Date: December 19, 2016

Proposed Cost: \$

Budgeted Amount: \$

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

This is a request for new class B liquor license for Brunch Cafe to be located at 172 S 1st Street, St. Charles. Operating hours will be from 6:30 a.m. to 2:30 p.m. – not late night permit. This business will be residing in the new building on 1st Street that is currently under construction and is planned for occupancy in the near future. All paper work is in order, background checks have been completed by the Police Department. Fingerprints are still pending but BASSET certification is complete for the manager. The license will not will be issued until a final occupancy permit has been released. Brunch Café also operates in Fox River Grove, Huntley, McHenry, and Roselle.

At the time of the posting to this Government Operations Committee agenda, the Liquor Commission meeting is scheduled at 4:30 p.m., December 19 (same day) to process this application and to move it forward before this committee to seek approval of said application so it can go before the January 3, 2017 City Council for final approval.

Attachments (*please list*):

Liquor License Application
Background Check
Site Plan
Business Plan
Menu

Recommendation/Suggested Action (*briefly explain*):

Recommendation to approve a proposal of a new class B liquor license for Brunch Cafe to be located at 172 S 1st Street, St. Charles.

City of St. Charles, Illinois Liquor Control Commissioner
CITY RETAIL LIQUOR DEALER LICENSE APPLICATION
APPLICATION FEE IS NON-REFUNDABLE



Incomplete applications will not be accepted.
Completed applications may be submitted to:
Two East Main Street, St. Charles, IL 60174-1984

B-Class

Date Application Received: 11/2/16 ☒ New Application ☐ Renewal Application

APPLICATION CHECKLIST

Check items to confirm all are attached to this application	Applicant	Office Use Only
Application Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Completed Application for all questions applicable to your business.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Lease/Proof of Ownership	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Dram Shop Insurance or a letter from insurance agent with a proposed quote.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Articles of Corporation, if applicable.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Completed B.A.S.S.E.T. (Beverage Alcohol Sellers & Servers Training) form – filled out for all employees. A copy of the B.A.S.S.E.T. certificate is only needed for each manager. It is the business establishment's responsibility to keep copies of all B.A.S.S.E.T. certificates on file for all of their employees.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Site Plan for Establishment (Drawn to scale including the parking lot, patio and/or deck, outdoor seating).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Floor Plan for Establishment (Drawn to scale and must include the layout of the establishment with tables, chairs, aisles, displays, cash register, bar, and lounge area with dimensions, percentage, and square footage noted for each space). Be sure to also include all fixed objects, such as pool tables, bar stools, vending/amusement machines; as well as all exits.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Business Plan, to include: <input type="checkbox"/> Hours of Operation <input checked="" type="checkbox"/> Copy of Menu <input type="checkbox"/> Whether or not live music will be played at this establishment <input type="checkbox"/> Will there be outdoor seating and/or outdoor designated smoking area <input type="checkbox"/> Do not include a marketing or financial plan with this business plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are any building alterations planned for this site? If not sure, please contact Building & Code Enforcement at 630.377.4406 and/or Fire Prevention Bureau at 630.377.4458 to discuss whether or not a walk-thru and/or permit are necessary for this business. <i>new building / construction</i>	<input type="checkbox"/>	<input type="checkbox"/>
All managers have been fingerprinted who are employed by your establishment. When new management is hired, it is imperative you contact the Mayor's office to be fingerprinted so the City's business files are appropriately updated.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

OFFICIAL USE ONLY

☐ Approved* ☐ Denied Date Approved/Denied: _____ Customer Number: _____

Signature of Mayor, Liquor Control Commissioner

Date Issued

*ISSUANCE OF THIS LICENSE IS CONTINGENT ON MEETING ALL REQUIRED BUILDING AND FIRE DEPARTMENT REQUIREMENTS.

07.05.2016

Date: _____

- () New Application
() Renewal Application

CITY OF ST. CHARLES

LIQUOR CONTROL COMMISSIONER
TWO EAST MAIN STREET
ST. CHARLES, ILLINOIS 60174-1984



City Retail Liquor Dealer License Application (rev. 12/13) **Non-Refundable**

Ordinance 5.08.050.A1

Application must be completed in full

Incomplete applications will be rejected

Business Type: Circle one

Individual

Partnership

Corporation

Other _____

Business Name

Brunch Cafe

Sales Tax #

4225-6321

Business Address

172 S. First St St. Charles IL 60174

Business Phone #

Applied

Contact Person

Andy

Title

Pres

Phone #

[REDACTED]

If Corporation, Corporate Name

BNL, St. Charles Corp

Corporation Address

1110 W. Lake Cook Rd, Buffalo Grove IL 60089

Corporate Officers, plus Manager of Establishment, Officers must include President, Vice President, Secretary and Treasurer Or Sole Proprietor

Have you had a business within the City of St. Charles under any other corporate name: _____ Yes ☐ No ☒

If yes, list address of business _____

Full Name, include Middle Initial

Andy D Zatos

Title

Pres

Birth Date

[REDACTED]

Birthplace

IL

Driver's License #

[REDACTED]

Home Phone #

[REDACTED]

Home Address

1211

[REDACTED]

Addison IL

60101

Full Name, include Middle Initial

Ted Zatos

Title

VP

Birth Date

[REDACTED]

Birthplace

IL

Driver's License #

[REDACTED]

Home Phone #

[REDACTED]

Home Address

[REDACTED]

Bloomington IL 60108

Full Name, include Middle Initial

Peter Revel

Title

Sec

Birth Date

[REDACTED]

Birthplace

IL

Driver's License #

[REDACTED]

Home Phone #

[REDACTED]

Home Address

[REDACTED]

Perlatine 60067

Type of Establishment: () Package (☒) Restaurant () Tavern () Hotel/Banquet/ Arcada/Q-Center () Other _____

Check as Applicable to () Holding Bar [5.08.010-F] () Service Bar [5.08.010-O] () Live Entertainment [5.08.010-H]
Type of Establishment: () Outside Dining [17.20.020-R]

Brief Business Plan Description based on type of establishment listed above:

Breakfast & Lunch Restaurant serving Bloody Marys and Mimosas

George Revelotis (Treas) IL

[REDACTED]

Initial: Liq Comm _____

Police Chief _____

1001 N. Main St
Elk Grove Village IL 60007

APPLICANT INFORMATION					
A. Type of Business: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other (explain):					
B. Business Name: <u>Brunch Cafe</u>					
C. Business Address: <u>172 S. First St. St. Charles IL 60174</u>					
D. IL Tax ID Number: <u>4225-6321</u>		E. Business Phone: <u>847-312-5460</u>		F. Business E-mail: <u>stcharlese@brunchcafe.com</u>	
G. Business Website: <u>BrunchCafe.com</u>		H. Contact Person: <u>Andy Zatos</u>		I. Title: <u>Pres</u>	
J. Phone No.: [REDACTED]		K. If Corporation, Corporation Name: <u>BMC St. Charles Corp.</u>			
L. Corporation Address (city, state, zip code): <u>1110 W. Lake Cook Rd Buffalo Grove IL 60089</u>					
BUSINESS ESTABLISHMENT LOCATION INFORMATION					
A. Type of Establishment: <input type="checkbox"/> Package <input checked="" type="checkbox"/> Restaurant <input type="checkbox"/> Tavern <input type="checkbox"/> Hotel/Banquet/Arcade/Q-Center <input type="checkbox"/> Other					
B. Address applying for liquor license (exact street address): <u>172 S. First St St. Charles IL 60174</u>		C. Number of Parking Spaces: <u>110</u>		D. Outside Dining s.f. [17.20.020-R]: <u>N/A</u>	
E. Holding Bar s.f. [5.08.010-F]: <u>N/A</u>		F. Total Building s.f.: <u>5100</u>		G. Total Number of Seats: <u>150</u>	
H. Number of Bar Seats: <u>N/A</u>		I. Sale Counter s.f.: <u>N/A</u>		J. Live Entertainment Area s.f. [5.08.010-H]: <u>N/A</u>	
K. Kitchen s.f.: <u>2700</u>	L. Cooler s.f.: <u>Part of Kitchen</u>	M. Dry Storage s.f.: <u>Part of Kitchen</u>	N. Seating Area s.f.: <u>2400</u>	O. Retail/public Area s.f.:	P. Service Bar s.f. [5.08.010-O]:
Q. Brief Business Plan description based on type of establishment listed above: <u>Breakfast and Lunch Restaurant</u>					
MANAGER INFORMATION					
Full Name, include middle initial: <u>Kyle Pepich</u>			Title: <u>Manager</u>		
Birthdate:		Birthplace: <u>IL</u>		Driver's License#:	
Home Address:		Home Phone: [REDACTED]			
<u>Carpentersville IL 60110</u>					
Full Name, include middle initial:			Title:		
Birthdate:		Birthplace:		Driver's License#:	
Home Address:		Home Phone:			
Full Name, include middle initial:			Title:		
Birthdate:		Birthplace:		Driver's License#:	
Home Address:		Home Phone:			

PROPOSED FLOOR PLAN/LAYOUT OF PROPERTY**Mandatory: attach to this application a floorplan or layout of the proposed facility to include the following:****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 (<i>check off once complete</i>): <ul style="list-style-type: none">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, 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);c. The proposed 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 Commissioner may impose such restrictions as he deems appropriate on any license by noting the 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 B licensee to operate and/or maintain the licensed premises in any manner inconsistent with the approved site drawing. |

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 (<i>check off once complete</i>): <ul style="list-style-type: none">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);c. The proposed 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 Commissioner. The Local Liquor Commissioner may impose such restrictions as he deems appropriate on any licensee by noting the 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. |

****THE FIRE PREVENTION BUREAU WILL FURNISH ALL FINAL, PERMITTED OCCUPANCY NUMBERS FOR THIS LICENSE.**

CORPORATION / PREMISES QUESTIONS

1.	<p>If applicant is an individual or partnership, is each and every person a United States citizen (5.08.070-2)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is any individual a naturalized citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, print name(s), date(s), and place(s) of naturalization:</p>
2.	<p>List the type of business of the applicant (5.08.070-3): <u>Restaurant</u></p>
3.	<p>Number of years of experience for the above listed type of business (5.08.070-4): <u>20</u></p>
4.	<p>Amount of merchandise that normally will be in inventory when in operation (5.08.070-5): <u>\$ 300 - 500</u></p>
5.	<p>Location/address and description of business to be operated under this applied for license (5.08.070-6): <u>172 S. First St</u> <u>St. Charles II 60174</u></p>
6.	<p>Is the premises owned or leased (5.08.070-6A)? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased</p>
7.	<p>If the premises are leased, list the names and addresses of all direct owners or owners of beneficial interests in any trusts, if premises are held in trust (5.08.070-6B):</p> <p>Name of Building Owner: <u>First Street Development II, LLC</u></p> <p>Address of Building Owner:</p> <p>Mailing Address of Building Owner (if different):</p> <p>Phone Number: <u>630-363-7270</u> E-mail Address: </p> <p>Name of Building Owner:</p> <p>Address of Building Owner:</p> <p>Mailing Address of Building Owner (if different):</p> <p>Phone Number: E-mail Address:</p> <p>Name of Building Owner:</p> <p>Address of Building Owner:</p> <p>Mailing Address of Building Owner (if different):</p> <p>Phone Number: E-mail Address:</p>
8.	<p>Does the applicant currently operate, or operated in the past, any other establishment within the City of St. Charles that requires a liquor license? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, please list the business name(s) and address(es):</p>

9.	Does applicant have any outstanding debt with the City of St. Charles, including, but not limited to, utility bills, alcohol tax, and permit fees, for any current or previous establishment owned, operated or managed by the applicant? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please note the City of St. Charles requires all debt to be paid in full before consideration of a new or renewed liquor license is issued.
10.	Are any improvements planned for the building and/or site that will require a building permit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, has a building permit been applied for? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, date building permit was applied for with Building & Code Enforcement: <i>New Construction</i>
11.	Has applicant applied for a similar or other license on the premises other than the one for which this license is sought (5.08.070-7)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the disposition of the application? Explain as necessary:
12.	Has applicant (and all persons listed on page 1 of this application) ever been convicted of a felony under any Federal or State law, or convicted of a misdemeanor opposed to decency or morality (5.08.070-8)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Is applicant (and all persons listed on page 1 of this application) disqualified from receiving a liquor license by reason of any matter contained in Illinois State law and/or City of St. Charles Municipal Ordinances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
13.	List previous liquor licenses issued by any State Government or any subdivision thereof (5.08.070-9). Use additional paper if necessary. Government Unit: Date: Location, City/State: <i>Huntley</i> Special Explanations: <i>12270 Huntley Dr Huntley IL 60142</i> Government Unit: <i>Roselle</i> Date: Location, City/State: <i>1500 W Lake St. Roselle, IL 600172</i> Government Unit: <i>McHenry</i> Date: Location, City/State: <i>20x River Grove 935 Rt 22 McHenry, IL 60050</i> Special Explanations: <i>20x River Grove, IL 60021</i>
14.	Have any liquor licenses possessed ever been revoked (5.08.070-9)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list all reasons on a separate, signed letter accompanying this application. Has any director, officer, shareholder, or any of your managers, ever been denied liquor license from any jurisdiction? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, proceed to Question 15. If more space is needed, please attach a separate sheet of paper with the information.



15.	<p>Complete ONLY if yes was answered to the questions above (14):</p> <p>Name: _____ Name of Business: _____</p> <p>Position with the Business: _____</p> <p>Date(s) of Denial: _____</p> <p>Reason(s) for Denial of License: _____</p>
16.	<p>Date of Incorporation (Illinois Corporations) (5.08.070-10): <u>8/2016</u></p> <p>Date qualified under Illinois Business Corporation Act to transact business in Illinois (Foreign Corporation): <u>Nov/2016</u></p>
17.	<p>Has the applicant and all designated managers read and do they all understand and agree not to violate any liquor laws of the United States, the State of Illinois, and any of the ordinances of the City of St. Charles in conducting business(5.08.070-11)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Have you, or in the case of a corporation, the local manager, or in the case of a partnership any of the partners, ever been convicted of any violation of any law pertaining to alcoholic liquor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Have you, or in the case of a corporation the local manager, or in the case of a partnership any of the partners, ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Have you ever been convicted of a gambling offense? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If a partnership or corporation, include all partners and the local manager(s).)</p> <p>Will you and all your employees refuse to serve or sell alcoholic liquor to an intoxicated person or to a minor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
18.	<p>Mandatory: All individual owners, partners, officers, directors, and/or persons holding directly or beneficially more than five (5) percent in interest of the stock of owners by interest listed on page 1 of this application must be fingerprinted by the City of St. Charles Police Department (5.08.070-A12).</p> <p>Has this been done? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, date(s): <u>with schedule completed 11/9/16</u></p>
19.	<p>Mandatory: Has the applicant attached proof of Dram Shop Insurance to this application or already furnished it to the City of St. Charles (5.08.060)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If already furnished, date of delivery: _____</p> <p>NOTE: Insurance must be issued from May 1, 20XX – April 30, 20XX in accordance with City code 5.08.060. Request a prorated rate from your insurance company if you are applying for a new license during this timeframe.</p>

20. **Mandatory:** Is the premises within 100 feet of any real property of any church; school; hospital; home for the aged or indigent persons; home for veterans, their wives/husbands, or children; and/or any military or naval station (5.08.230)?
- ☐ Yes ☒ No

COMMENTS/ADDITIONAL INFORMATION

B.A.S.S.E.T. TRAINING

Please list employees required to have B.A.S.S.E.T training on this page – include all managers, assistant managers, bartenders, and clerks who are permitted to make alcoholic liquor sales. Include copies of certificates for managers only and mark Manager if applicable. Add another page, if needed.

Name: Kyle Pepich (First) (Last) (Middle) M Manager ☒
Home Street Address: 
City, State, Zip: Carpentersville
Date of Course: 10/5/15 Place Course was Taken: #SA-0105312
Birthdate:  Certificate Granted: yes Expiration: 10/5/18

Name: (First) (Last) (Middle) Manager
Home Street Address:
City, State, Zip:
Date of Course: Place Course was Taken:
Birthdate: Certificate Granted: Expiration:

Name: (First) (Last) (Middle) Manager
Home Street Address:
City, State, Zip:
Date of Course: Place Course was Taken:
Birthdate: Certificate Granted: Expiration:

Name: (First) (Last) (Middle) Manager
Home Street Address:
City, State, Zip:
Date of Course: Place Course was Taken:
Birthdate: Certificate Granted: Expiration:

NEW MANAGEMENT REQUIREMENTS

Whenever a new manager comes on board, the City must be notified and that person must be fingerprinted.

It is the business establishment's responsibility to keep copies of all B.A.S.S.E.T. certificates on file for their employees.

APPLICATION FOR LATE NIGHT PERMIT	
SUPPLEMENTAL TO LIQUOR LICENSE FOR CLASS B/C	
To: St. Charles Liquor Control Commission	Date:
I now possess or have applied for a liquor license Class	
Applicant's Name:	
Name of Business:	
Business Address:	
Business Phone:	
SUPPLEMENTAL PERMIT APPLIED FOR	
Payment of Late Night Permit fee is required at the time the permit is issued.	
<div style="display: flex; flex-direction: column; gap: 10px;"> <div><input type="checkbox"/> 1:00 a.m. Late Night Permit – fee of \$800.00</div> <div><input type="checkbox"/> 2:00 a.m. Late Night Permit – fee of \$2,300.00</div> </div>	
NOTE: Other permits that may be available upon request include: <ul style="list-style-type: none"> Class E – Special Event License (1 to 3-day event @ \$100.00 per day) Outdoor Dining Permit (Contact Community & Economic Development @ 630.377.4443) 	
SIGNATURES	
<div style="border-bottom: 1px solid black; height: 40px; margin-bottom: 5px;"></div> <div style="display: flex; align-items: center;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> </div> <p style="margin-top: 0;">Applicant's Signature</p>	<div style="text-align: center; margin-bottom: 10px;"> </div> <div style="border: 2px dashed black; padding: 5px; margin: 0 auto; width: 150px; text-align: center;"> "OFFICIAL SEAL" CHRISTINE NILLES NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 9/21/2017 </div>
<input type="checkbox"/> Liquor Commissioner hereby directs City Clerk to issue permit indicated above.	
<div style="border-bottom: 1px solid black; height: 40px; margin-bottom: 5px;"></div> <div style="display: flex; align-items: center;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> </div> <p style="margin-top: 0;">Liquor Commissioner's Signature</p>	<div style="border-bottom: 1px solid black; height: 40px; margin-bottom: 5px;"></div> <p style="margin-top: 0; text-align: center;">Date</p>

Police Department



Memo

Date: 11/15/2016
To: The Honorable Ray Rogina, Mayor-Liquor Commissioner
From: James Keegan, Chief of Police
Re: Background Investigation-Brunch Cafe

The purpose of this memorandum is to document and forward to your attention the results of the background investigation conducted by members of the St. Charles Police Department concerning the above mentioned establishment.

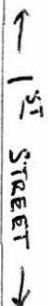
As is customary procedure, a detective was assigned this investigation and reviewed both the site location/floor plans and the corresponding application. In addition, the application material was reviewed by our Fire Department, Finance Department and Community/Economic Development. Each department reviewed the information submitted subject to their purview and area of responsibility; no issues were noted.

We as a police department found nothing of a derogatory nature that would preclude either the site location or the applicant from moving forward with both liquors sales and on-site consumption, subject to City Council approval with the following contingency:

This site is not yet built out but building plans and seating plans appear to adequate and sufficient (see attachment). The Liquor license would be contingent upon an occupancy permit being issued from the Fire Department and final inspection by the Building Department.

This is a Class B request. The hours of operation are from 6:30 a.m. to 2:30 p.m.; 7-days a week. The petitioner also operates Brunch Café's in Fox River Grove, Huntley, McHenry and Roselle.

Thank you in advance for your consideration in this matter.



Brunch Café
172 S 1st Street
St. Charles, IL 60174

- Family business serving breakfast and lunch
- Hours of operation will be 6:30 a.m. to 2:30 p.m.
- All service will be held in doors and will not have any music entertainment.

Have several other locations with the first one established in Fox River Grove in 2008, Roselle in 2009, McHenry in 2010, and Huntley in 2014.

entrée salads

stuffed avocado

fresh fruit, scoop of chicken salad and sliced avocado 9.99

chicken bruschetta salad

grilled chicken breast over romaine, diced tomatoes, feta cheese and olives tossed in our vinaigrette and garnished with our pita croutons 9.99

cobb

romaine topped with grilled chicken breast, bacon, tomatoes, avocado, egg, bleu and cheddar cheese 10.99

berry chicken

spring mix greens topped with a generous scoop of chicken salad, raspberries, strawberries, blueberries, pecans, and blueberry pomegranate vinaigrette 10.99

southwest

romaine, black beans, corn, diced tomatoes, cucumbers, bacon, cajun dusted grilled chicken, and shredded cheddar garnished with tortilla strips and served with chipotle ranch dressing 10.99

chopped

romaine, green onion, diced tomatoes, diced cucumbers, bacon, diced chicken, bleu and cheddar cheese, egg and pasta 10.99

paninis

all paninis are served with homemade potato chips or french fries and a pickle

caprese chicken

grilled chicken, provolone cheese, oven roasted tomatoes, basil and balsamic mayo 9.99

turkey avocado

oven roasted turkey, bacon, avocado, swiss cheese and chipotle mayo on focaccia 9.99

wraps

all wraps are served with homemade potato chips or french fries and a pickle

baja steak

skirt steak, corn, black beans, cheddar cheese, lettuce, tomato, and chipotle ranch dressing 10.99

grilled veggie

portobello mushrooms, roasted red peppers, spinach, red onion, tomato, provolone and balsamic mayo 9.99

kickin' chicken

crispy chicken smothered in spicy buffalo sauce, ranch dressing, romaine lettuce, tomatoes, and bleu cheese crumbles wrapped in a flour tortilla 9.99

chicken blt

crispy chicken, bacon, lettuce, tomato, cheddar cheese and ranch dressing 9.99

gourmet sandwiches

all sandwiches are served with homemade potato chips or french fries and a pickle

apple gouda melt

sliced ham off the bone, gouda cheese, cranberry mayo on grilled apple bread 9.99

manhattan

warm roast beef, grilled red onions, swiss cheese, garlic mayo on grilled marble rye bread 9.99

the brunch chicken

grilled chicken breast, sliced apple, avocado, bacon, swiss cheese, leaf lettuce, and french dressing on ciabatta 9.99

reuben new yorker

thinly sliced corned beef, sauerkraut, thousand island dressing, and swiss cheese piled high on grilled marble rye 10.99

chicken salad

white meat chicken salad mixed with pecans, diced apples and dried cranberries served on multigrain bread 9.49

turkey club

turkey, bacon, lettuce, tomato, american cheese, and mayo on toasted white bread 9.99

tuna melt

white albacore tuna salad, grilled tomatoes and mozzarella cheese on grilled multigrain bread 9.99

turkey california

slices of turkey, swiss cheese, guacamole, lettuce, tomatoes, on whole wheat toast 8.99

burgers (certified angus)

all burgers are served with homemade potato chips or french fries and a pickle

burger 8.99

add american, swiss, mozzarella, or cheddar .75
add bacon 1.00

patty melt

american cheese and caramelized onions on marble rye 9.99

kick my angus

onion ring, sliced jalapenos, cheddar cheese, chipotle ranch on a gourmet bun 10.99

turkey burger

a seasoned lean turkey burger topped with swiss cheese, honey mustard, lettuce, tomato and red onion, served on a pretzel bun 9.99

brunch burger

(low carb...high protein)
8 oz. burger, grilled onion, tomato, swiss cheese, and topped with a fried egg, served on a bed of baby spinach leaves and a side of cottage cheese 9.99

brunch

Breakfast • Lunch

Cafe

12270 princeton dr
(frontage rd on route 47)
huntley il 60142
847.669.8437 • fax 847.669.8583

hours: 6:30 a.m. - 2:30 p.m.

take out • dine in • catering
Deliveries mon-Fri to any
Huntley location

Visit us at **brunchcafe.com** for our
complete catering menu, banquet
services and contact information



Visit us at **brunchcafe.com** for our complete catering menu and banquet services.

prices subject to change without notice. if you like us, tell others, if you don't tell us!

good morning

quality, freshness, and exceptional service

hey batter, batter

our pancakes are dusted with powdered sugar and served with warm syrup and whipped butter

original buttermilk pancakes

plain and simple! 6.49

add: strawberries, blueberries, or raspberries 1.50

shorty

eating light? have a short stack, two moist buttermilk pancakes 5.49

chocolate bacon

sweet and savory! diced bacon and chocolate chips baked inside our buttermilk pancakes and drizzled with chocolate syrup 8.99

blueberry bliss cakes

our fluffy blueberry infused hot cakes layered with a creamy cheese filling then topped with plump blueberries and vanilla bean glaze 8.99

carrot cake

multigrain cakes topped and filled with pecans and shredded carrots layered with brunch cream and vanilla bean glaze 8.49

black & white

for the chocoholics! milk chocolate and white chocolate chips drizzled with chocolate and vanilla glaze 8.49

multigrain

heart healthy multigrain pancakes 7.49

add: strawberries, blueberries, or raspberries 1.50

gluten-free pancakes

add: strawberries, blueberries, or raspberries 1.50

belgian waffles

the original

served with warm maple syrup, whipped butter and dusted with powdered sugar 6.99
add: strawberries, blueberries, or raspberries 1.50
add: ice cream 1.75

churro

original waffle tossed in cinnamon sugar 7.49

berry explosion

raspberries, strawberries, blueberries... enough said! 8.99

stuffed waffle

our crispy belgian waffle stuffed with strawberries, bananas, and our strawberry cream cheese filling topped with whip cream 8.99

french toast frenzy

thick french toast

dusted with powdered sugar and served with warm syrup 6.99

apple bread french toast

two slices of our fresh baked apple bread with a vanilla bean glaze, and pecans 8.99

red velvet french toast

red velvet cake filled with cream cheese icing and topped with strawberries and whip cream 8.49

banana bread

one of our favorites! three slices of our banana bread french toast topped with slices of banana and pecans 8.49

cinnamon roll

three slices of our fresh baked cinnamon french toast topped with our vanilla bean glaze 8.49

sides

sausage 2.99

turkey sausage patties 2.99

bacon 3.99

ham off the bone 3.99

canadian bacon 3.99

corned beef hash 3.99

brunch potatoes 2.49

toast 1.99

brunch cafe is committed to providing our guests with what we feel are the most important aspects of the breakfast and lunch experience our professional and courteous staff is dedicated to providing you with an enjoyable and tasty dining experience

enjoy your meal!

french toast frenzy

stuffed french toast

cream cheese filling, fresh strawberries, and topped with whipped cream 8.49

signature brunch french toast

slices of french bread soaked in our vanilla bean custard, baked, and topped with kiwis and strawberries 8.99

whole grain french toast

three pieces of whole grain french toast topped with fresh strawberries, blueberries, and raspberries 8.99

crepe expectations

plain crepes

dusted with powdered sugar and served with warm syrup 6.49

add: strawberries, blueberries, or raspberries 1.50

lemon poppyseed

topped with fresh blackberries, kiwi, and vanilla bean glaze 8.49

strawberry banana crepes

topped with strawberries, ripe bananas and served with strawberry glaze and vanilla bean glaze 8.49

berry berry crepe

filled with strawberry cream cheese filling and strawberries, topped with blueberries, raspberries, and strawberries 8.99

ham & swiss

our delicious crepes filled with swiss cheese and ham off the bone, topped with hollandaise sauce 8.99

california

scrambled eggs, avocado, spinach, bacon, jack and cheddar cheese, and topped with hollandaise sauce 9.99

"route 47"

spinach, mushrooms, onions, and cheddar cheese stuffed in our crepes and topped with hollandaise sauce 8.49

egg-ceptional

all eggs served with our brunch potatoes and your choice of toast or pancakes

just two eggs (any style) 5.99

with bacon, sausage, or ham 7.99

with canadian bacon 7.99

with corned beef hash 7.99

substitute egg beaters or egg whites for an additional 1.00

scramblers

served with brunch potatoes, and your choice of toast or pancakes

south beach

scrambled eggs, bacon, spinach, avocado, and monterey jack cheese 9.99

nacho

scrambled eggs, chicken, tortilla chips, tomatoes, green onion, pepperjack cheese, salsa verde, and sour cream 9.99

mardi gras

scrambled eggs, andouille sausage, spinach, oven roasted tomatoes, provolone cheese 9.99

health club

egg whites, turkey sausage, oven roasted tomatoes, mushrooms and pepper jack cheese (served with fruit) 9.99

brunch omelets

all omelets served with our brunch potatoes and your choice of toast or pancakes

baked potato

diced potato, bacon, cheddar cheese, sour cream and green onions, served with fruit 9.99

ham & cheese

ham off the bone with your choice of cheese 9.49

garden

mushrooms, onions, spinach, asparagus, tomatoes and green peppers 9.49

mile-high

green peppers, onions and ham 9.49

spinach & feta

sautéed baby spinach and feta cheese 9.49

butchershop

ham, bacon and sausage 9.99

mediterranean

oven roasted tomatoes, feta cheese, onions and basil 9.99

caliente

chorizo sausage, jalapenos, diced tomatoes, onions and cheddar cheese, served with salsa and sour cream 9.99

brunch favorites

breakfast burrito

scrambled eggs, diced potatoes, chorizo, tomatoes, onions, jalapenos and cheddar cheese wrapped in a warm flour tortilla 9.99

south of the border

we've taken the traditional quesadilla and given it a new look! our breakfast quesadilla starts with a delicious combination of scrambled eggs, melted cheddar cheese, green onions, tomatoes and bacon, folded in a large tortilla and topped with sour cream and avocado slices 8.99

stuffed potato pancakes

scrambled eggs, bacon, and cheddar cheese stuffed in our potato pancakes 9.99

country fried steak and eggs

topped with our delicious sausage gravy 9.99

breakfast sliders

made small for just the right bite! three mini breakfast sandwiches with scrambled eggs, sausage patties, and american cheese, served with brunch potatoes 8.99

biscuits & gravy

fluffy biscuits smothered with our rich sausage gravy. always a favorite! 6.99

panini

scrambled eggs, tomatoes, american cheese, and bacon and served with brunch potatoes 8.99

stuffed portobello

portobello mushroom stuffed with scrambled egg whites, spinach, red peppers, green onions, and low fat mozzarella cheese, served with a scoop of cottage cheese 9.99

little brunchers

12 years old and younger includes soft drink or milk, add 1.00 for juice

chocolate chip cakes 4.99

baby cakes with fruity pebbles 4.99

two eggs with bacon 4.99

french toast sticks 4.99

dippin' chicken fingers 5.99

cheeseburger 5.99

grilled cheese 5.99

mac-n-cheese with fruit 5.49

brunch bennies

all benedicts are made with two poached eggs

original

canadian bacon and hollandaise sauce served on an english muffin 8.99

veggie potato pancake

sautéed spinach, mushrooms, tomato, onion, green pepper, Monterey Jack cheese and hollandaise sauce. Served on two potato pancakes with fresh fruit 9.99

florentine

sautéed spinach, mushrooms, oven roasted tomatoes, and hollandaise sauce served on an english muffin 9.49

portobenny

fresh asparagus, goat cheese, and hollandaise sauce served on portobello mushroom caps 9.99

eggsquisite skillet

made with two eggs any way you like and served over our brunch potatoes with toast or pancakes

sweet potato

sweet potato tots, apples, ham, and smoked gouda cheese 9.99

irish

corned beef hash & swiss cheese 8.99

meat & potato

ham, bacon, sausage, and cheddar cheese 9.99

ay carambal

chorizo sausage, onions, tomatoes, jalapenos and cheddar cheese, served with salsa and sour cream 9.99

veggie

mushrooms, onions, spinach, green peppers, tomatoes, and monterey jack cheese 9.49

steak

sliced skirt steak, mushrooms, onions and provolone cheese 10.99

oatmeals

old fashioned oatmeal 4.49

apple cinnamon oatmeal

with brown sugar 5.99

cranberry pecan oatmeal with honey 5.99

berry bowl

strawberries, blueberries, raspberries served with our signature brunch cream 6.49

yogurt parfait

blueberries, strawberries, raspberries, granola and low fat yogurt 5.99

smoothies

banana strawberry 4.99

berry berry 4.99

juice

orange, apple, cranberry, tomato, and grapefruit sm. 2.49 | lrg. 2.99

strawberry orange juice sm. 2.99 | lrg. 3.99

specialty drinks

espresso 2.50 americano 3.25

cappuccino, latte 3.50

make it hazelnut, caramel, vanilla, sugar free vanilla or peppermint add .50

mocha 3.50

chai 3.50

hot chocolate 2.79

raspberry or pomegranate

flavored lemonade 2.85

raspberry or pomegranate

flavored iced tea 2.85

**AGENDA ITEM EXECUTIVE SUMMARY**Agenda Item number: **4b**

Title:

Recommendation to Approve a Proposal of a Massage Establishment for Spa Elysian, 457 Dunham Road, Ste. 118, St. Charles

Presenter:

Chief Keegan, Police Department

Meeting: Government Operations Committee

Date: December 19, 2016

Proposed Cost: \$

Budgeted Amount: \$

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

This is a request for a Massage Establishment license for Spa Elysian located at 457 Dunham Road, St. Charles. Background investigation was conducted by a detective of the St. Charles Police Department as well as the site inspection. Through this investigation, we determined that all the requirements have been met and the applicant, Ashley Elysian, is eligible for a licensing subject to City Council approval. This business will be an appointment only facility.

At the time of the posting to this Government Operations Committee agenda, the Liquor Commission meeting is scheduled at 4:30 p.m., December 19 (same day) to process this application and to move it forward before this committee to seek approval of said application so it can go before the January 3, 2017 City Council for final approval.

Attachments (*please list*):

Massage Establishment Application

Background Check

Site Plan

Recommendation/Suggested Action (*briefly explain*):

Recommendation to approve a proposal of a massage establishment for Spa Elysian, 457 Dunham Road, Ste. 118, St. Charles.



City of St. Charles
Office of the Mayor

Two East Main Street
St. Charles, Illinois 60174-1984
Phone: 630-377-4445 • Fax: 630-377-6034

Office Use Only	
Received:	_____
Amount Paid:	_____
Receipt:	_____

MASSAGE ESTABLISHMENT LICENSE APPLICATION

IMPORTANT: Application must be completed in full and notarized before it will be accepted.
All fees must be paid at the time the application is submitted.

Annual License Application Fee: \$250.00

Fingerprint Fee: \$50.00 (if new owner)

NOTE: Applicant must be fingerprinted by the St. Charles Police Department and must provide two passport-size photographs (2 x 2 inches, head and shoulders area, facing forward) with this application.

1. ☒ New License Application ☐ Renewal Application ☐ Application Change

2. Please select the option that best describes your business:

☐ Corporation

☐ Partnership

☒ Individual

3. Business Name: Spa Elysian Sales Tax#: _____

Business Address: 457 Dunham Road Business Phone: 847-385-1210
Suite 118

4. Name of Applicant: Asnely Pilarski Home Phone: _____

Home Address: _____ City/Zip: West Chicago 60185

Social Security: _____ Date of Birth: _____

Driver's License #: _____ Issuing State: Illinois

****Must include a photocopy of government issued identification card.**

5. Have you ever been convicted of a criminal ordinance violation (other than minor traffic offences):

☐ Yes

☒ No

6. If yes, explain in detail:

7. Days/Hours of Operation: Monday - Saturday - By Appointment

8. Will the business be supervised and conducted by a manager:

☐ Yes

☒ No

If no, please explain:

I am the owner and will also be the one managing the spa. Right now I am the only person working in the spa.

9. Name of Manager: Ashley Pilarski Home Phone: [REDACTED]
Home Address: [REDACTED] City/Zip: West Chicago 60185
Social Security #: [REDACTED] Date of birth: [REDACTED]

10. List as indicated previous three years' employment history:

Employer: Beaute By Sylvie Phone: N/A
Address: N/A Permanently closed Occupation: Esthetician
Dates of employment: From: 8/15 To: 5/16 Boutique Manager
(I had 2 very part time, brief jobs while in school during this gap)
Employer: Elgin Community College Phone: 847-697-1000
Address: 1700 Spartan Drive Occupation: Food Service
Elgin IL 60123 Employee
Dates of employment: From: 8/13 To: 8/14

Employer: Gianano's Pizzeria Phone: 630-465-6000
Address: 27 W 193 Geneva Road Occupation: Front Desk
Winfield IL 60190 (take orders, ring customers)
Dates of employment: From: 4/15 To: Current
Part time evening job

11. Has the manager ever been convicted of a criminal or ordinance violation (other than minor traffic offenses): ☐ Yes ☒ No

If yes, explain in detail:

12. Will you operate by appointment only? ☒ Yes ☐ No

13. If you answered Yes to #12, will walk-ins be accepted? ☐ Yes ☐ No

Kind of yes, kind of no. Clients must request an appointment at least one hour in advance.

14. License and/or permit history. List all prior Massage Licenses/Permits and current status (use additional sheet if needed): N/A

Issuing authority: _____ Status: _____

Issuing authority: _____ Status: _____

15. Have you or any of your licensed massage therapists been sanctioned by the Illinois Department of Professional Regulation concerning your licensure? As a reminder and per Illinois law, all Massage Therapists practicing inside the State of Illinois must be licensed by State of Illinois. Out of state licensees are NOT valid in Illinois. ☐ Yes ☒ No

16. If any prior licenses/permits have been revoked/suspended, state the reason and disposition:

Reason: N/A Disposition: _____

Reason: _____ Disposition: _____

17. Describe the building and specific location within the building where the Massage business will be conducted:

****ATTACH A FLOOR LAYOUT/DIAGRAM OF THE BUSINESS****

Approximate floor area devoted to the principal business: _____

Approximate floor area devoted to Massage stations: _____

Approximate total floor area of premises: _____

18. Describe other activities or business conducted at this location:

I am an esthetician and currently the only person working in the spa. I perform facial treatments and waxing services. Looking to hire massage Therapist.

19. List as indicated all massage therapists and employees. This list must be updated with the office of the Liquor Commissioner within 10 days of any employment change.

N/A - I haven't hired one yet.

Name: _____ Home phone: _____

Address: _____ City/Zip: _____

Position employed: _____

State of Illinois Massage License Number: _____

Name: _____ Home phone: _____

Address: _____ City/Zip: _____

Position employed: _____

State of Illinois Massage License Number: _____

Name: _____ Home phone: _____

Address: _____ City/Zip: _____

Position employed: _____

State of Illinois Massage License Number: _____

Name: _____ Home phone: _____

Address: _____ City/Zip: _____

Position employed: _____

State of Illinois Massage License Number: _____

This Section for Corporate or Partnership Applications Only

1. List each officer, director or shareholder owning 20% or more stock or controlling interest of the corporation/partnership:

Name	Address	Home Phone #	Date of Birth

2. Has any officer, manager, director or shareholder owning 20% or more of the stock of the corporation ever been convicted of a criminal or ordinance violation (other than minor traffic offenses)?

☐ Yes

☐ No

3. If yes, explain in detail:

Affidavit

State of Illinois)
) SS
County of Kane)

I/We, the undersigned, being first duly sworn, say that I/we have read the foregoing application and that the statements therein are true, complete, and correct and are upon my/our personal knowledge and information and that I/we will not violate any of the ordinances of the City of St. Charles or the laws of the State of Illinois or the laws of the United States of America, in the conduct of the place of business described herein.

Signature of Applicant

[Signature]

Signature of Applicant

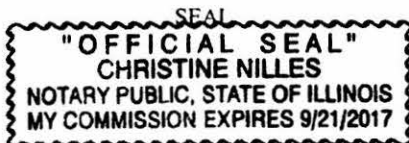
I, CHRISTINE NILLES, a Notary Public in and for said county in the state aforesaid, do hereby certify that the applicant(s), appeared before me this day in person and acknowledged that he/she/they signed the foregoing application as his/her/their free and voluntary act for the use and purposes therein set forth.

Given under my hand and notarial seal this

15th day of December 2016.

[Signature]

Notary Public



ENDORSEMENT OF THE CHIEF OF POLICE

Recommend Issuing: ☐ Yes ☐ No Date: _____

Comments: _____

Signature

ENDORSEMENT OF BUILDING & CODE DIVISION/DIRECTOR OF COMMUNITY DEVELOPMENT

Recommend Issuing: ☐ Yes ☐ No Date: _____

Comments: _____

Bob Vann, Building & Code Enforcement Division Manager

Rita Tungare, Director of Community Development

ENDORSEMENT OF THE DIRECTOR OF FINANCE

Recommend Issuing: ☐ Yes ☐ No Date: _____

Comments: _____

Signature

ENDORSEMENT OF THE MAYOR

Recommend Issuing: ☐ Yes ☐ No Date: _____

Comments: _____

Signature



Memo

Date: 11/18/2016

To: The Honorable Ray Rogina, Mayor-ATM Commissioner

From: James Keegan, Chief of Police

Re: Background Investigation: Spa Elysian-475 Dunham Road, Suite 118

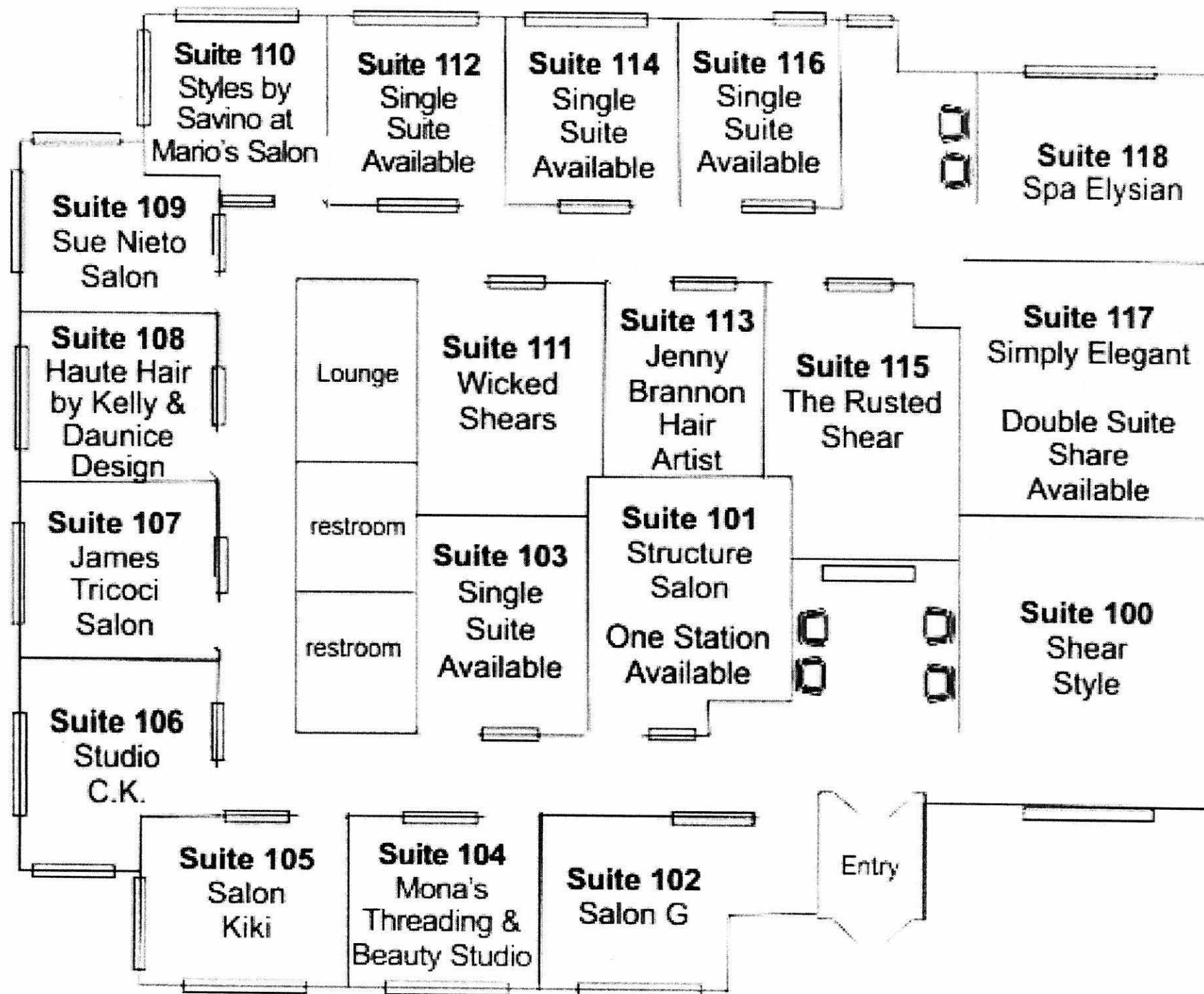
The purpose of this memorandum is to document and forward to your attention the results of the background investigation conducted by members of the St. Charles Police Department concerning the above mentioned establishment.

As is customary procedure, a detective was assigned to this investigation and reviewed not only the site location via an inspection, but also the corresponding application and applicant.

We found nothing of a derogatory nature that would preclude either the site location or the applicant from moving forward with a massage license, subject to Council/Commission approval.

The owner and operator, Ashley Elysian, only offers facials and waxing treatments as of right now. She plans on hiring a massage therapist once she is licensed by the City. This will be an appointment only facility.

Thank you in advance for your consideration in this matter.



**AGENDA ITEM EXECUTIVE SUMMARY**Agenda Item number: **4c**

Title:

Recommendation to Approve a Proposal of an Event “Wine Down Winter” for Shakou LLC, 112 W Main Street, St. Charles

Presenter:

Chief Keegan, Police Department

Meeting: Government Operations Committee

Date: December 19, 2016

Proposed Cost: \$

Budgeted Amount: \$

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

Shakou, LLC located at 112 W Main Street, St. Charles would like to originate an event in St. Charles referred to as “Wine Down Winter”. This will be a retail showcase where Shakou, in cooperation with the Downtown St. Charles Partnership and about 25 other local retailers/service locations, would facilitate a community walking tour in conjunction with the serving of both wine and light snacks (cheese, sausage, crackers, etc.). This is being planned for Saturday, March 4, 2017 from 1:00 – 5:00 pm. and requires an E2 application and there will be Shakou BASSET trained employees posted at each location dispensing the wine. The petitioner will work with both the Police Department and the Downtown Partnership to refine a site map of the businesses participating in this event which is currently being worked on, and will be approved by the Police Department upon completion before the event.

This event has been carried out at their legacy restaurant in Libertyville, and in reaching out to Libertyville officials this event has become a downtown staple and is very well attended with little if any problems associated with this event.

At the time of the posting to this Government Operations Committee agenda, the Liquor Commission meeting is scheduled at 4:30 p.m., December 19 (same day) to process this application and to move it forward before this committee to seek approval of said application so it can go before the January 3, 2017 City Council for final approval.

For more additional detailed information, please refer to that attached memo.

Attachments *(please list):*

E-2 Liquor Application
Memo
Article

Recommendation/Suggested Action *(briefly explain):*

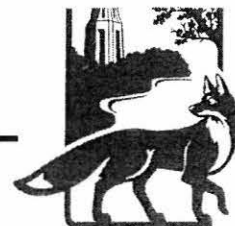
Recommendation to approve a proposal of an event “Wine Down Winter” for Shakou LLC, 112 W Main Street, St. Charles.

Received:
Fee Paid: \$
Receipt #

CITY OF ST. CHARLES

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

NON-REFUNDABLE



CITY LIQUOR DEALER LICENSE APPLICATION CLASS E2 – SPECIAL EVENTS

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

The undersigned hereby makes application for a Liquor Dealer License,

Class E2

Commencing TBD and ending TBD
Time Starting 1 PM and ending 5 PM
Location of Event RETAIL STORES - SHAKO

Name of Business SHAKO
Address of Business 312 W. MAIN ST Business Phone 630.444.0850
Has Applicant had a Class E2 License in the previous 365 days? NO If YES, on what date:
5.08.050A1 Circle Choice to Show: Individual ☐ Partnership ☒ Corporation Other: _____

Requirements of a Class E2 – Special Event License for B & C Liquor License Holders

1. The Class E2 license fee is \$100.00 per day.
2. A minimum of three (3) liquor supervisors shall monitor liquor service during all times of operation. **Please provide a list of all supervisors with this application.**
3. Beer and/or Wine are the only alcoholic beverages to be sold.
4. Hours are restricted to 12 noon to midnight.
5. Licensee must rope/fence off the licensed premises.
6. Each patron **must wear a wristband** after having identification checked for legal alcohol consumption age.
7. Are children/minors permitted in the licensed premises? NO
8. A sign limiting beer and/or wine consumption to the roped off area must be conspicuously displayed at all times.
9. **Each server of alcohol must be BASSET certified – need copy of BASSET certification.**
10. A copy of site plan diagram to include roped area shall accompany this application.
11. All security/police resources needed shall be attached to this application with approval of the Chief of Police before final issuance by Liquor Commissioner.

1. Name of Class B, Class C Liquor License: SHAKO
2. Has the applicant had a Class E2 license in the previous 365 days? NO If Yes, on what date? _____
3. Is license to be used in conjunction with a special event approved by the City Council? YES
If yes, provide name of event: WINE DOWN WINTER
4. Is license to be used in conjunction with a picnic, bazaar, fair or similar assembly with food dispensing and/or sale the predominate purpose of the event? YES
5. Location/address of event. Important: Attached drawing of location to this application. DOWNTOWN AREA
6. Important: If location is out of doors, attach proof of liability insurance (photocopy) from an approved insurance agency.

Affidavit

State of Illinois)
County of Kane)

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

Signed: [Signature] Signed: _____

Sworn to before me this 5th day of Dec., 2016.

Notary Public _____

ENDORSEMENT OF THE LIQUOR CONTROL COMMISSIONER

Approved: ✓ Date: 12-7-16 Chief of Police: [Signature]

Approved: _____ Date: _____ Liquor Commissioner: _____



Memo

Date: December 5, 2016
To: Raymond Rogina, Liquor Commissioner
From: James Keegan, Chief of Police
CC: Mark Koenen, City Administrator
Re: Shakou - "Wine Down Winter"

We have had a series of meetings over the course of the last year or so concerning an annual event that Shakou would like to originate in St. Charles referred to as "Wine Down Winter". This is a retail showcase where Shakou, in cooperation with the Downtown St. Charles Partnership and about 25 local retailers/service locations, would facilitate a community walking tour in conjunction with the serving of both wine and light snacks (cheese, sausage, crackers, etc).

This is something Shakou has done at their legacy restaurant (Libertyville) and wants to expand to their St. Charles, Park Ridge, Barrington, and Arlington Heights locations. Please see this article <http://www.dailyherald.com/article/20130204/news/702049823/> for further information.

Listed below are some key facts in reference to the proposed event:

- Event will take place on Saturday, March 4, 2017 from 1-5pm. This is the day following Restaurant Week and a week prior to our St. Patrick's Day Parade.
- Shakou is setting up a website portal for advanced ticket purchasing.
- The cost of the event is \$20.00 for the 4 hours.
- 25 retail/service establishments will be chosen as "meet and greets". Once these locations have been selected, the petitioner will work with both the Police Department and the Downtown Partnership to refine a site map. These stops are usually about 5-10 minutes in duration and often times include handouts and literature from the featured business. As of right now, the ring of businesses is bordered by Shakou, Town House Books, and Cedar and Illinois Streets.
- Each stop will have a food offering and will provide one 2oz wine sample. A checkoff list and numbering system will ensure the consumption of wine is limited to one serving at each location. This mirrors what was mandated at our recent Craft Beer Festival.

- Servings are in disposable plastic cups. Cups will be collected at the door of each service point. No alcohol will be permitted outside of any of the establishments.
- “Shakou Cares” would like to partner with Generation Rescue to offer a donation and some sort of VIP experience should initial pre-sales dictate a strong St. Charles interest in this event.
- Each stop will have a Basset certified Shakou employee serving the wine.
- Credentialing and registration will take place at two points (Shakou – west side and Town House Bookstore - east side). A detailed numbering system and ID check will accompany tamper-proof wristbands.
- Over 500 participants will require one police officer on a hire back detail. Over 1,000 participants will require two police officers. These officers will be billed to Shakou. Should a VIP element be included in this event, the Police Department will work with Shakou on a security plan.
- The event will be capped at 1,100 participants.
- Ed from Shakou will be increasing his Dram Shop insurance coverage to an umbrella type policy rider and work with Finance to ensure adequate coverage.
- They have applied for an E-2 license. You have the ability to modify some of the mandates/requirements to meet the aforementioned plan per our Liquor Code.
- I am currently working with the Downtown Partnership and Shakou to develop a “passport”. This passport is a placard type system that will be utilized by the participants and businesses alike to ensure checks and balances system in regards to site visits and overall alcohol consumption of the participants. This is an on-going discussion that will be approved by the police department prior to the actual event.

As part of my due diligence and research, I reached out to Libertyville officials and spoke with their Chief of Police, Clint Herdegen. The Chief stated that the Libertyville event has become a downtown Libertyville staple and is very well attended. He said there has been little if any problems associated with this event.

I would recommend in favor of this event with the stipulations as outlined above. I have also had several conversations with not only the Downtown Partnership, but also the Special Events team. We feel this has the possibility to become a great event for our business community.

Thank you for your consideration in this matter.

Daily Herald

Lake County updated: 2/4/2013 5:28 PM

Wine about Winter in downtown Libertyville is Feb. 16



Libertyville's Wine about Winter is celebrating its eighth year.

Courtesy MainStreet Libertyville

MainStreet Libertyville submission

Spend a wintry afternoon browsing the stores and enjoying the company of other wine lovers at the eighth annual Wine About Winter wine tasting from 1 to 4 p.m. Saturday, Feb. 16, in downtown Libertyville.

A \$25 commemorative wineglass will be your "ticket" to this event. A \$10 merchant coupon will be provided to each participant who purchases a glass. The coupon is redeemable at stores that participate in the event and is valid through April 30.

The wineglass can be purchased that day at any one of five distribution sites: North Shore Pro Active Health, 112 W. Lake St.; Curtis Frame/Back Alley Gallery, 543 N. Milwaukee Ave.; Petranek's Pharmacy, 426 N. Milwaukee Ave.; Parkview Gourmet, 121 E. Cook Ave.; and Christine Anne Couture, 324 N. Milwaukee Ave. Glasses will only be sold at the distribution sites.

Advance reservations are not required. A wine menu and map listing the participants will be available at the stores, restaurants and distribution sites. Participating stores and restaurants will display a pink sign in their windows.

Drop off your budding artists at Artist @ Heart Studio for a fun and creative time while you enjoy the wine. Kids ages 5 and older are welcome. Cost is \$7 an hour per child. Call the studio to reserve your child's spot at (847) 816-4865. Ten percent of all sales on Feb. 16 will go to MainStreet Libertyville.

"We are very excited about this year's event," said Fred Schneider of the MainStreet Libertyville promotions committee. "We have done many things to improve the overall experience, including a broader and improved selection of wine, increased participation from the MainStreet restaurants and a menu to guide our guests."

Lara Ariazi of Ariazi Salon and Spa said Wine about Winter is the salon's favorite event of the year, and with the best crowd.

"We loving picking out unique wines with great flavor that are affordable for all people. We love to surprise people with raffles, entertainment, and deals of the day. The energy doesn't stop until the wine runs out," she said.

Free parking is available at the parking garage on Lake Street, or consider taking the train as the downtown Metra station is a short walk to participating stores and restaurants.

For information or a list of participating businesses, visit www.mainstreetlibertyville.org, friend them on Facebook or call (847) 680-0336.

MainStreet Libertyville is a downtown volunteer-based nonprofit organization that hosts more than 50 days of events during the year. Its mission is to enhance the community identity and heritage, to foster a center of activity and to ensure economic stability in the heart of Libertyville through concentrated efforts of design, promotion, organization and economic revitalization.

Winner - 2015 Best Website



**AGENDA ITEM EXECUTIVE SUMMARY**Agenda Item number: **4d**

Title:

Recommendation to Approve Street and Parking Lot Closures for the 2017 Sly Fox Half Marathon on April 22, 2017

Presenter:

Chief Keegan

Meeting: Government Operations Committee

Date: December 19, 2016

Proposed Cost: \$2,332.91 (PW)

\$3,406.72 (PD)

Total:\$5,739.63

Budgeted Amount: \$

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

The Sly Fox Half Marathon is requesting to host their third annual half marathon on April 22, 2017. Their application was submitted for consideration by the Special Events Committee on November 16, 2016.

The area highlighted on the map in green will be closed beginning at 3:00 a.m. on April 22, 2017. A portion of Cedar Street between 3rd and 2nd Street will reopen to the public at 11:30 a.m. During the event, ten parking spaces in City parking lot "G" will be reserved for Breadsmith patrons only. The VFW parking lot, 3rd Street between State and Cedar, will reopen at noon, which allows access to the private parking of the Himalayan Restaurant and full access to the west side of Cedar. "No Parking by Police Order" signs will be posted 24 hours prior to the event.

The N. 3rd Street closure will allow for the staging of the race participants, which are expected to number around 1,500. 3rd Street from W. Main to Cedar Streets will then be reopened once all the runners have left the starting line. 3rd Street from Cedar Street to State Street will remain closed until noon.

The parking restriction on Dean Street is being requested due to concerns over the runners sharing the road with vehicular traffic. This will provide enough space on the roadway for the runners to travel along the side and shoulder area while allowing for the normal flow of traffic.

Upon approval, Sly Fox organizers will notify all of the residents on Dean Street and State Street as to the parking restriction. Additionally, the Police Department will have a lighted message board at Dean Street to advise all residents of the pending parking restrictions. This message board will be put in place on April 18.

Attachments *(please list):*

Course maps (5)

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve street and parking lot closures for the 2017 Sly Fox Half Marathon on April 22, 2017.

13.1 Half Marathon



The area in Green (VFW parking lot and 3rd Street between State and Cedar) will be closed starting 3:00am and reopen at noon.



City of St. Charles, Illinois

Two East Main Street St. Charles, IL 60174-1981
Phone: 630-377-4400 Fax: 630-377-4440 - www.stcharles.il.gov

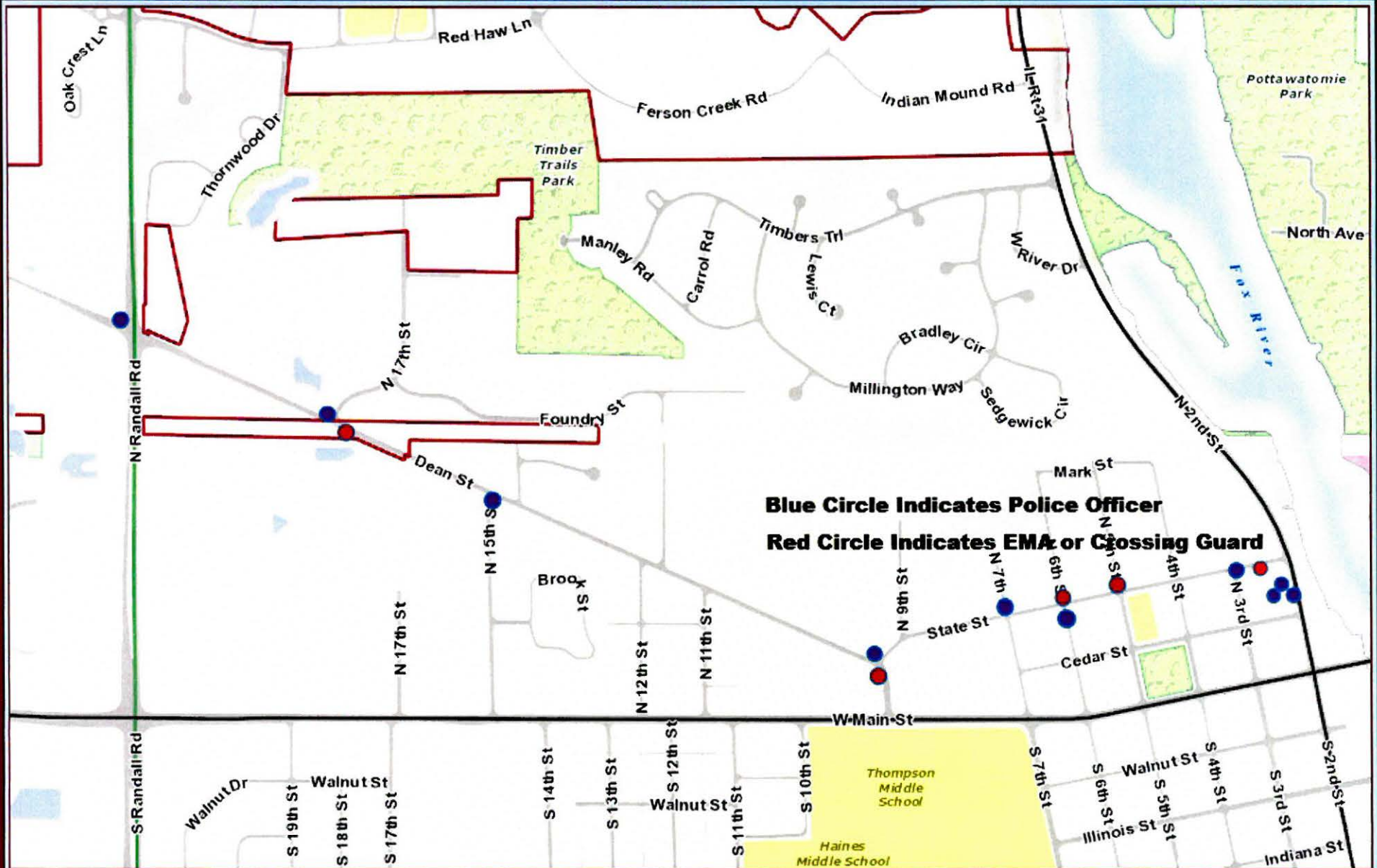
Precision GIS

RAYMOND ROGINA

Mayor

MARK KOENEN

City Administrator



Data Source:
City of St. Charles, Illinois
Kane County, Illinois
DuPage County, Illinois
Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983
Printed on: April 18, 2015 12:50 PM



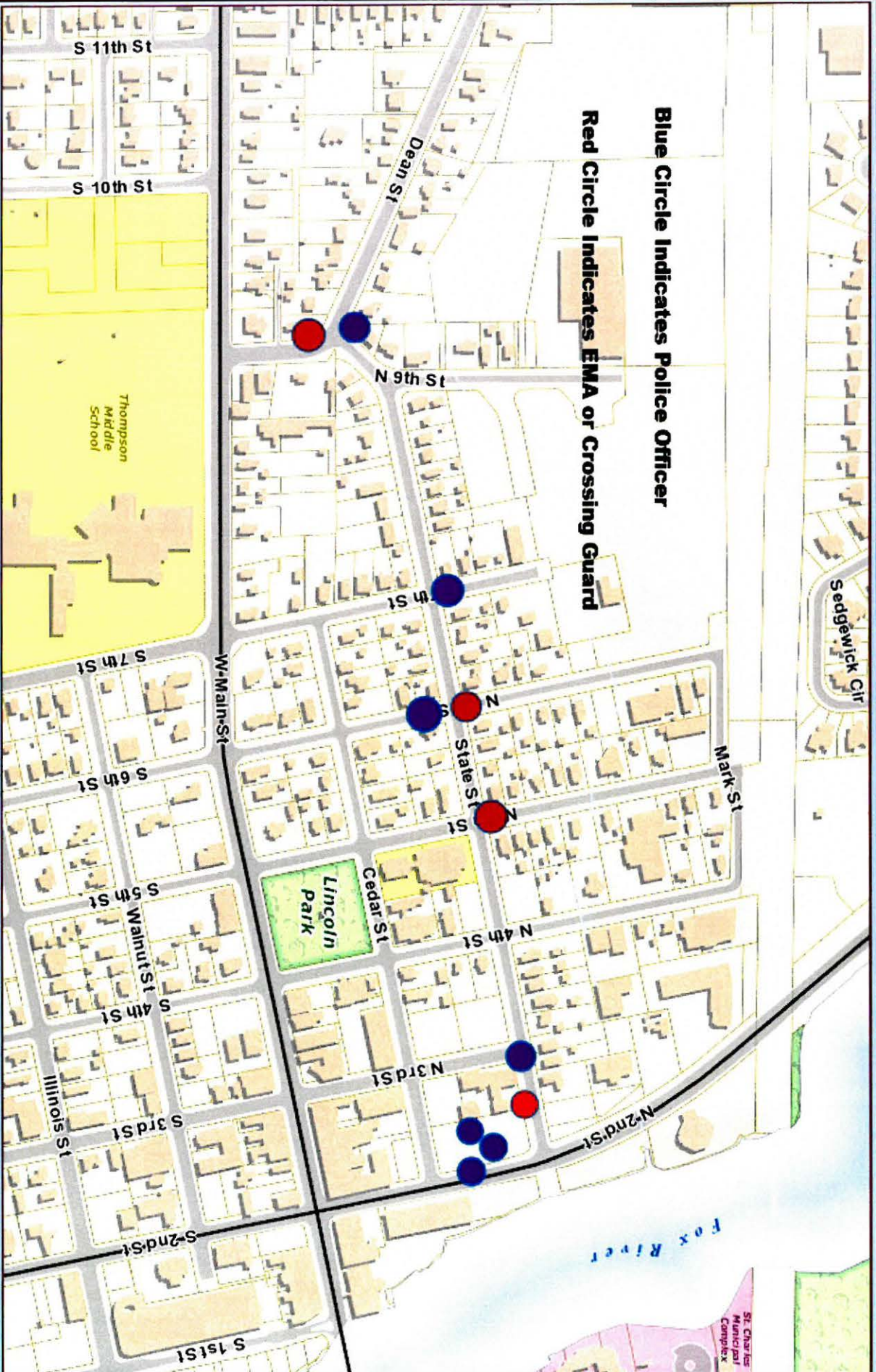
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Precision GIS

RAYMOND ROGINA Mayor
MARK KOENEN Civ. Administrator



Data Source:
City of St. Charles, Illinois
Kane County, Illinois
DuPage County, Illinois
Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983



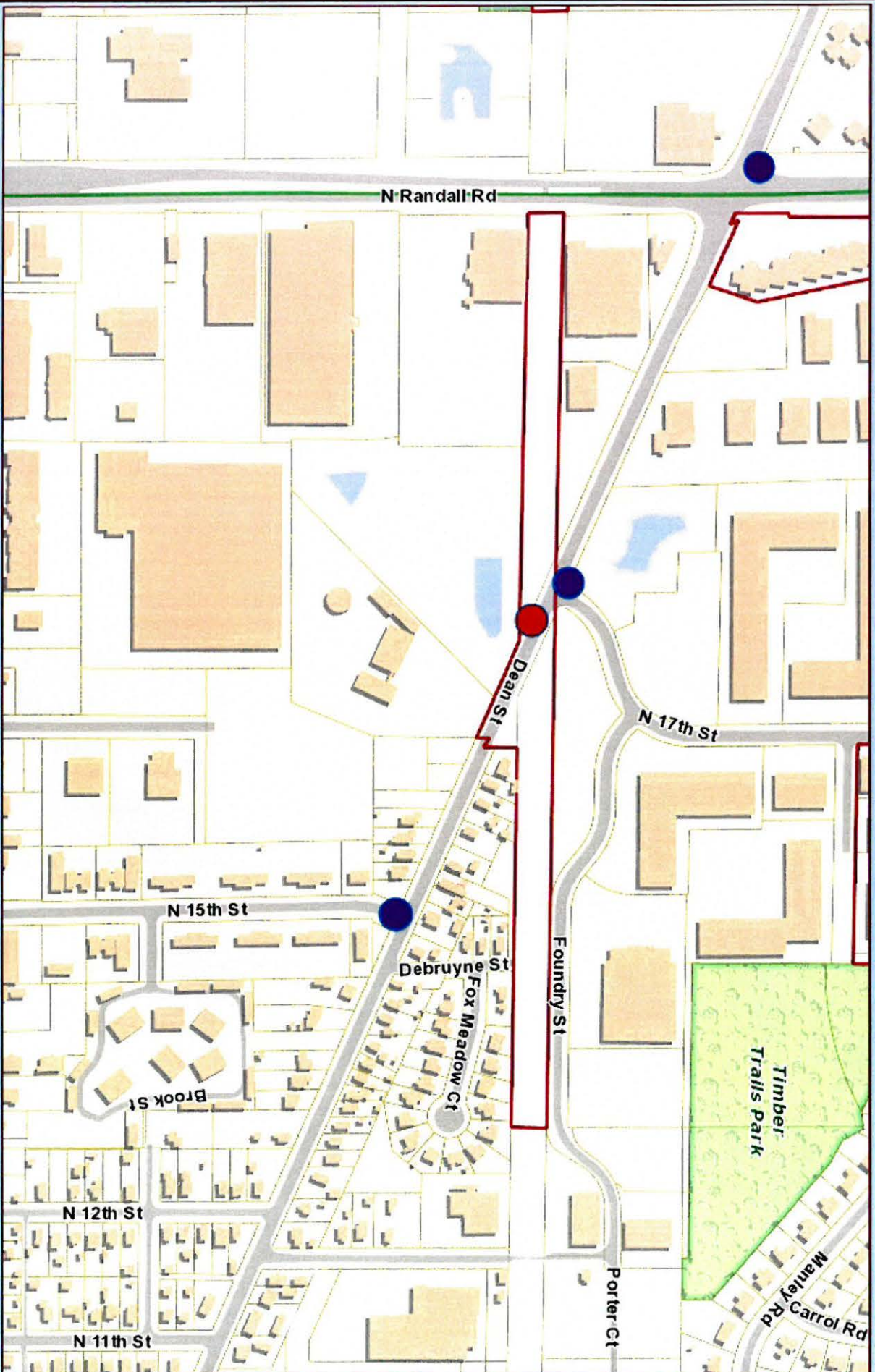
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Precision GIS

RAYMOND ROGINA *Mayor*
MARK KOENEN *City Administrator*



Data Source:
City of St. Charles, Illinois
Kane County, Illinois
DuPage County, Illinois
Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983
Printed on: April 10, 2015 12:52 PM



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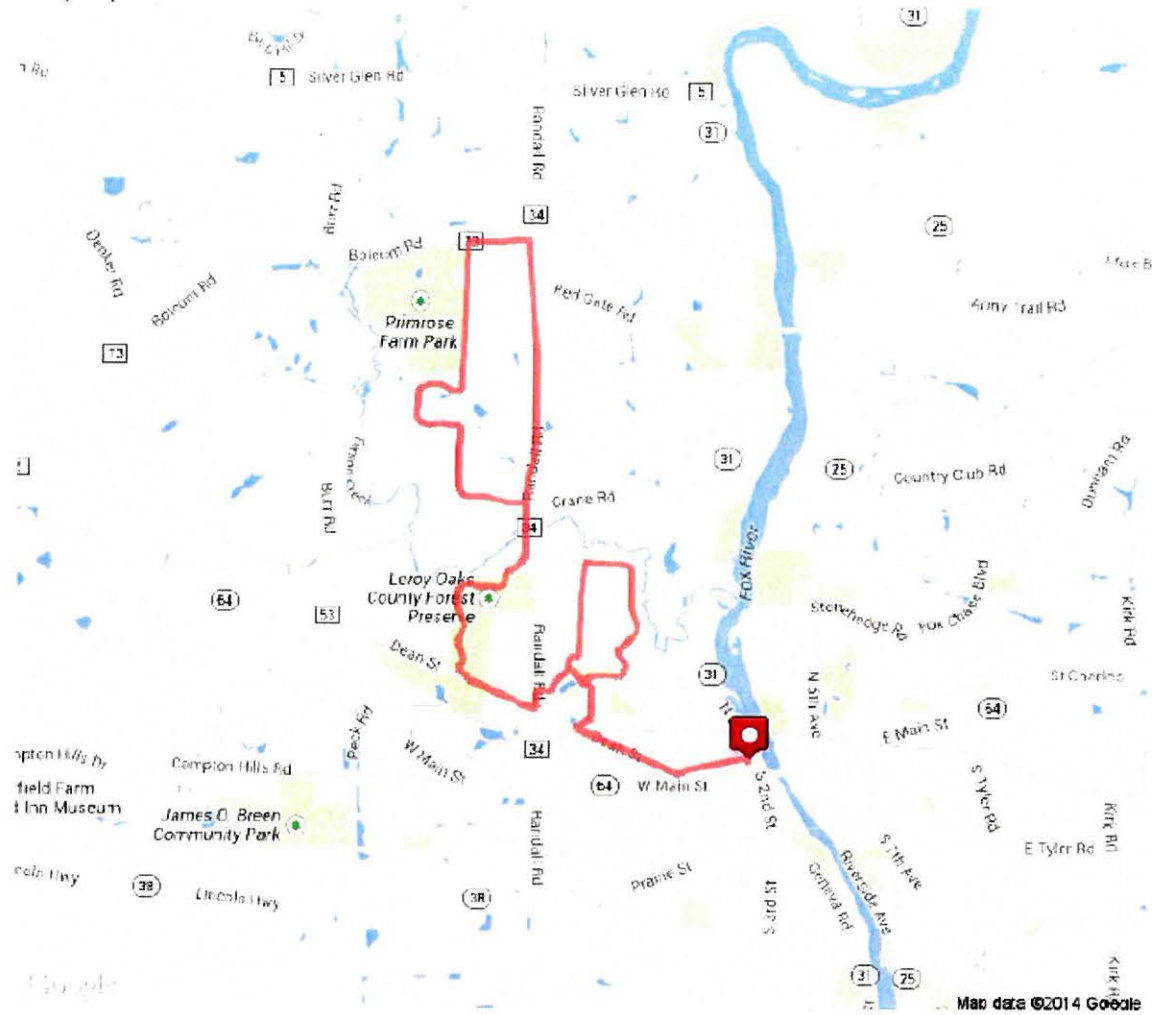
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St. Charles Half Marathon

Distance: 13.3 mi

mapmyfitness



**AGENDA ITEM EXECUTIVE SUMMARY**Agenda Item number: **5a**

Title:

Recommendation to Approve an Agreement with MAD Security to Provide Information Security Program Development Services for a not-to-exceed cost of \$38,680

Presenters:

Larry Gunderson, Director of Information Systems

Meeting: Government Operations Committee

Date: December 19, 2016

Proposed Cost: \$36,680

Budgeted Amount: \$36,680

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

In order to determine if the threats, vulnerabilities and risks to the City's information assets have been identified and prioritized, the Information Systems Department is initiating an information security program development project in FY 2017. The purpose of the project is to develop an information security program that ensures the City's information security is aligned with its Strategic Plan and is focused on protecting its most critical information and business processes.

In order to meet its security program goals, the City released a Request for Proposal to select a consultant for information security program development services. The scope of the project includes the following:

- 1) Identification of the current state of the City's information security.
- 2) Conducting a risk assessment and business impact analysis.
- 3) Defining the target state of the City's information security program based on the City's risk, threat and vulnerability profile.
- 4) Developing an implementation plan.

The City received six responses to its RFP. Staff from the IS Department and the IT Steering Committee evaluated the proposals based on the proposed scope of services, the consultant firm's experience, the strength of the proposed project team, and the completeness of the proposal.

Based on proposed cost, the consultant's understanding of the City's project goals and reference calls, the proposal evaluation team is recommending MAD Security as the consultant for this project.

Attachments *(please list):*

Information Security Program Development Consultant Selection

MAD Security Professional Consulting Services Agreement, which includes the following:

- Exhibit A: Scope of Services
- Exhibit B: Project Milestone Deliverable and Payment Schedule
- Attachment A: City's Request for Proposal (RFP)
- Attachment B: Consultant's Proposal Response

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve an agreement with MAD Security to provide information security program development services for a not-to-exceed cost of \$38,680.

**AGENDA ITEM EXECUTIVE SUMMARY**Agenda Item number: **5b**

Title:

Recommendation to Approve an Agreement with Plante Moran to Provide a Work Order/Asset Management and Community Development System Needs Assessment for a not-to-exceed cost of \$89,965

Presenters:

Larry Gunderson, Director of Information Systems
Michael Drake, Senior Systems Analyst

Meeting: Government Operations Committee

Date: December 19, 2016

Proposed Cost: \$89,565

Budgeted Amount: \$90,000

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

The City requires a work order and asset management system that supports enterprise-wide business processes for the entire life cycle of City assets. Since this will be a new program for the City, and due to the complexity and costs associated with a project of this magnitude, staff recommends the utilization of an outside consultant to help educate and guide us through a comprehensive needs assessment prior to choosing and implementing a solution.

The City developed a Request for Proposal for consulting services to assist the City with this effort. The RFP scope of work includes:

- Strategy sessions and interviews with department staff and City senior management.
- Audit of software and process currently utilized to manage City assets and the work performed on them.
- Recommendations on business process improvements.
- Compiling of a list of system requirements.
- Expected software/hardware costs and implementation schedule.
- Development of a Request for Proposal (RFP).

The City also requires an updated community development tracking and permitting systems, given that the current system is nearing end of life and does not fit current business needs. For this initiative staff also recommends the utilization of an outside consultant to help educate and guide us through a comprehensive needs assessment prior to choosing and implementing a solution.

This project addresses items within the following goals in the City's Strategic Plan.

- Strategic Goal #38 – Implement a Work Order and Asset Management System
- Strategic Goal #11 – Explore Options for Updating the City's Development Tracking System

Plante Moran was selected for the Work Order and Asset Management Need Assessment through a Request for Proposal (RFP) process by members of the Public Works, Finance, and Information Systems Departments. Due to the expertise of the Plante Moran consultants proposed for this engagement, and economies of scale, it is recommended that they perform a similar needs assessment for Community Development.

Attachments (please list):

Enterprise Asset Management / Community Development Needs Assessment Vendor Selection
Plante Moran Professional Consulting Services Agreement

Recommendation/Suggested Action (briefly explain):

Recommendation to approve an agreement with Plante Moran to provide a work order/asset management and community development system needs assessment for a not-to-exceed cost of \$89,965.



Memo

Date: December 19, 2016

To: Alderman Dan Stellato

Chairman of the Government Operations Committee

From: Larry Gunderson, Director of Information Systems

Re: Enterprise Asset Management and Community Development Needs Assessment

Purpose

This memorandum outlines the goals, objectives and process for entering into an agreement with a consultant to provide an Enterprise Asset Management and Community Development System Needs Assessment.

Background

The City requires a work order and asset management system that supports enterprise-wide business processes for the entire life cycle of City assets. The types of assets that will be managed with the system include City buildings, vehicles, trees, sidewalks, roadways, storm sewers and the utility infrastructure. Currently staff uses several stand-alone maintenance management systems that lack integration with enterprise systems, do not support all aspects of the asset management lifecycle and do not provide a required understanding of the financial value of the City's assets.

In order to meet the objectives of the asset management system implementation the City will utilize a combination of in-house resources and out-sourced consultant expertise. The implementation will require an understanding of the needs of all stakeholders and the value and priority of each integration with City enterprise systems. The first step in fulfilling this City strategic goal is to complete a comprehensive asset management system needs assessment.

The City also requires an updated community development tracking and permitting system that is built on current technology standards and can be adapted to meet the needs

of the City's customers. The current system (which was originally implemented in 2002) is nearing end-of-life for support from the software developer, does not allow for management of the development process in accordance with City business processes, and does not link all relevant information together to enable staff to have a complete view of the development process.

In order to completely understand and capture the requirements of a development tracking and permitting system the City will utilize a combination of in-house resources and out-sourced consultant expertise. As with the Asset Management project, this project will require an understanding of the needs of all stakeholders, provide budgetary estimates for the software implementation, and the value and priority of each integration with City enterprise systems. The first step in fulfilling this City strategic goal is to complete a development tracking and permitting system needs assessment.

Request for Proposal Development Process and Vendor Selection

City staff developed and posted an Enterprise Asset Management Need Assessment RFP on the City's website. The project scope defined in the RFP involved three primary tasks; needs assessment, conceptual system design, and an implementation plan. Major project activities or deliverables include; executive and staff visioning sessions, interviews, audit of current software and business process used to manage City assets, discussion of best practices regarding development of an asset management program, a recommended implementation plan and its respective budget, and development of an RFP.

A team of Public Works, Finance, and Information Systems personnel were invited to participate on the selection committee. All proposals received were evaluated based on the following criteria and weights (points):

Proposed Scope of Work	30
Company Experience & References	30
Personnel/Staffing Resources	30
Completeness and Presentation of Proposal	10
Total Possible	100

The City received seven RFP responses. After a thorough review of the proposals by the selection team, four vendors were elevated and asked to provide an online presentation of their proposal to the committee. At the completion, utilizing the same scoring criteria, two vendors (Woolpert and Plante Moran) were elevated and asked to visit the City to provide an onsite presentation, with additional department stakeholders in attendance. At the conclusion of these presentations, stakeholder feedback was provided to selection team members. Using the same scoring criteria, Plante Moran was then chosen as the finalist. Since the budget for this project was stated in the RFP, the proposed costs for each consultant were similar: Plante Moran's proposal was \$64,860, whereas Woolpert's was \$64,986.

After the selection of Plante Moran, City staff met to discuss a unique opportunity that had been provided due to the expertise of the Plante Moran consultants proposed for this engagement. In addition to experience with performing needs assessments for Enterprise Asset Management systems, they have also conducted the same for Community Development systems. As a result, Plante Moran was asked to provide a proposal for a Community Development System needs assessment. Their proposal provides for an additional 105 hours of consulting services, at a cost of \$24,675, to complete a needs assessment for a Community Development System. Economies of scale are provided due to the fact that the timelines for these two needs assessments will be overlapping—which will result in lower consultant project management fees and reduced travel costs. The completion of a required Community Development needs assessment is also significantly expedited by incorporating the additional scope of services onto their original proposal.

A portion of the funds budgeted for the upgrade of our current permit management system will be utilized for the Community Development portion of this project.

Recommendation

Staff recommends approval of an agreement with Plante Moran to provide needs assessments for Enterprise Asset Management and Community Development systems for a not-to-exceed cost of \$89,565.

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is made on the 7th day of December, 2016 by and between the **City of St. Charles ("City")** and **Plante & Moran, PLLC ("Consultant")**. The following exhibits are made part of this agreement:

- Exhibit A: Scope of Services
- Exhibit B: Project Milestone Deliverable and Payment Schedule
- Exhibit C: Confidentiality Agreement
- Attachment A: City's Request for Proposal (RFP) for Enterprise Application Strategy Consulting Services
- Attachment B: Consultant's Proposal Response for Enterprise Application Strategy Consulting Services

The City desires to have services provided by the Consultant; therefore, the above stated parties agree as follows:

1. Description of Services

The scope of services to be provided by Consultant, under this Agreement, shall consist of the services defined in the Consultant's, Technical & Price Proposals to *Provide Enterprise Asset Management / Work Order Assessment Study Consulting Services for the City of St. Charles*, dated April 1, 2016 and attached hereto and incorporated herein as Exhibit "A" Scope of Services, and the services listed therein specifically including:

- City Request for Proposal (RFP) for Enterprise Asset Management / Work Order Needs Assessment Study for the City of St. Charles, IL – Issued February 16, 2016
- Consultant's Proposal Response for Enterprise Application Strategy Consulting Services Price Proposal Dated April 1, 2016
- Consultant's Proposal Response for Enterprise Application Strategy Consulting Services Technical Proposal Dated April 1, 2016

2. Payment to the Consultant

The City shall pay a total not to exceed fee to the Consultant of \$89,565. Payment shall be made based upon the City project manager's acceptance of deliverables as outlined in Exhibit "B" Project Milestone Deliverable and Payment Schedule. Invoices will be submitted on the 30th of the month for all deliverables accepted in the current month.

3. Independent Contractor

The parties intend that an independent contractor relationship will be created by this Agreement. The City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Consultant. The Consultant is not to be considered an agent or employee of the City for any purpose, and shall be solely responsible for the control and payment of its employees and compliance with applicable federal, state, and local laws.

4. Confidentiality

The parties involved represent the terms of confidentiality as part of this agreement as represented as Exhibit "C": Confidentiality Agreement.

5. Compliance with Laws

The Consultant shall comply with all applicable federal, state, and local laws, rules and regulations applicable to the project, Human Rights Act (775 ILCS 5/2-1 105), and all laws and regulations pertaining to occupational and work safety.

The Consultant's signature on this document herein certifies that it has a sexual harassment policy in effect which complies with 775 ILCS 5/2-105. The Consultant shall maintain full compliance with all provisions of 5 ILCS 140/1 et. seq. (the "Act") including, but not limited to, providing any requested records subject to the Act within the deadlines provided by the Act. Failure by the Consultant to maintain compliance with any provisions shall result in the

assessment of any and all penalties, damages, and/or costs incurred by the City to the Consultant which shall be paid immediately by the Consultant upon the demand of the same by the City.

6. Indemnification

To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the City, its officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the City, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Consultant, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the member, its employees or agents, the Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City, its officials, employees and agents, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.

Consultant expressly understands and agrees that any insurance policies required by this contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the member, its officials, employees and agents as herein provided.

7. Insurance

The Consultant shall maintain commercial general liability coverage against death, bodily injury, and property damage in the amount of \$1,000,000 combined single limit per occurrence, with a general aggregate no less than \$2,000,000. The City, its officers, agents and employees shall be included as an additional insured.

8. Litigation

This Agreement shall be enforceable in a court of competent jurisdiction by any of the parties hereto by any appropriate action at law or in equity, including, without limitation, the right of any party hereto to seek specific performance of the terms thereof. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

9. Termination

If the Consultant fails to perform to the City's satisfaction any material requirement of this Agreement or is in violation of a material provision of this Agreement, the City shall provide written notice to the Consultant requesting that the breach or non-compliance be remedied with the period of time specified in the City's written notice. If the breach or non-compliance is not remedied by that date, the City may either: (a) immediately terminate the Agreement without additional written notice or, (b) enforce the terms and conditions of the Agreement, and in either event seek any available legal or equitable remedies and damages.

Notwithstanding the paragraph above, the City may terminate this Agreement at any time, with or without cause, upon the giving of at least 10 days' notice in writing to the Consultant. If the Agreement is terminated by the City without cause as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date.

10. Severability

The invalidity, illegality, or unenforceability of any provision of the Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a void provision that comes as close as possible to the intent of the stricken provision. The provision of

this Article shall not prevent the entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

11. Ownership Rights

Any interest (including copyright interests) of the Consultant in studies, reports, memoranda, computational sheets, drawings, or any other documents (including electronic media) related to the project prepared by the Consultant shall be the property of the City. To the extent permitted by Title 17 of the United States

Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the City. In the event that it is ever determined that any works and any former works created by the Consultant under this Agreement are not works for hire under U.S. law, the Consultant hereby assigns to the City all copyrights to such works when and as created. With the City's prior written approval, the Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

12. Integration.

This Agreement together with all Exhibits and attachments thereto, constitute the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

CITY OF ST. CHARLES (City)

PLANTE MORAN (Consultant)

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT "A"
SCOPE OF SERVICES

Enterprise Asset Management System (EAMS) Assessment & Selection Services
Community Development System (CDS) Business Requirements & Selection Services
Project Task Descriptions

PHASE 0 | PROJECT MANAGEMENT

1. Conduct Project Initiation

A project initiation meeting will be conducted to introduce the project team, validate the project scope, deliverables and timetables. These objectives will be accomplished through the development of a project organizational structure, project charter, detailed project plan and regularly scheduled progress meetings.

Deliverable: Update project team calendars and secure resource commitments

2. Define Project Organizational Structure

Our approach to each consulting engagement is structured to provide the services and level of professional support required to meet the individual needs of the client. We will work jointly with the key City contacts to design a process that will meet the overall needs of the City. During the early stages of the project we propose creating a cross-functional group of representatives from the core service areas to be involved in the process. The importance of including end users and process owners in all phases cannot be understated. We have designed a very participative approach to engage key project stakeholders throughout the process. We would anticipate assisting the City in defining the following roles and responsibilities.

Deliverable: Project Governance Structure

3. Develop Project Charter

During project initiation, a Project Charter will be developed that will provide a framework for the following areas of focus:

- Project overview
- Vision statement
- Project stakeholder inventory
- Project influences
- Scope plan (both in and out of scope items)
- Project staffing

Deliverable: Project Charter Document

4. Conduct Stakeholder Analysis

Given the broad representation of City personnel interacting with infrastructure assets this task will begin with the development of a stakeholder register. This register will include a review of the City's organization structure to identify those having a current and/or future interest in the Enterprise Asset Management Solution (EAMS) and Community Development System (CDS).

- Identification Information: The participants name, organizational position, location, role in the project, contact information.
- Project Role (examples): Sponsor, executive stakeholder, functional lead, key system end-user, subject matter expert to be consistent with roles identified in the Project Charter and staff member roles and responsibilities.
- Assessment of Level of Involvement: Based on expectations, requirements, potential project influence, and phase in the EAMS project where they have the greatest interest and potential

contribution, determine level of involvement and prepare a resource schedule that is aligned with the project schedule.

Once the Stakeholder Register and Resource Schedule is completed, Plante Moran will work with the City's project sponsor, project manager, and project steering committee to create an interview candidate listing. This list will include the necessary executive level support to ensure the candidate is available and is authorized to participate throughout the project. These lists will be used to coordinate and schedule interviews for the management level, functional, and cross-functional interviews.

Deliverable: Stakeholder Register Document

5. Establish Project Collaboration Center

Collaboration environments serve a variety of purposes including acting as a repository for documentation developed during the course of a system selection engagement. During this activity, we will work with the City to establish a project collaboration environment including design, structure, security and content.

Deliverable: Project Collaboration Center

6. Update Detailed Project Plan

Starting with the work tasks proposed in this Work Plan we incorporate the following into a detailed Microsoft Project™ plan or Excel compatible document depending upon the City's preference:

- Major phases and milestones
- Work tasks and their due dates with assigned responsibility
- Detailed project deliverables

Deliverable: Updated Project Plan, Anticipated Time Commitment Estimates for Staff Members

7. Establish Project Collaboration Center

Collaboration environments such as Microsoft SharePoint 365 have become increasingly viable tools in which to establish project collaboration environments for small, mid-size and large-scale projects. These environments can serve a variety of purposes including acting as a repository for documentation developed during the course of an engagement.

Deliverable: Project Collaboration Center

8. Schedule and Moderate Bi-Weekly Project Status Meetings

Continuous feedback is the key to a successful project. In this way, problems can either be avoided entirely, or anticipated early on, to minimize non-productive effort and keep the project on schedule. As such, we will schedule weekly conference calls with City's project manager to:

- Report on the status of the Project Plan and timeline
- Re-schedule tasks as necessary and update Project Plan when necessary
- Discuss major open issues and develop strategies to address them

Deliverable: Bi-Weekly Project Status Calls

PHASE 1 | NEEDS ASSESSMENT

1. Review of Documents

Immediately upon receiving notice to proceed, Plante Moran will review any available existing documentation gathered and provided by the City to gain a comprehensive understanding of the City's existing operations and business processes. Documents to be reviewed include the following:

- The City's recently published water and sewer rate studies
- Asset management operating policies and procedures
- Relevant process and function descriptions/handbooks, pre-existing workflow documentation/flowcharts, such as those that the City has already developed

- Existing GIS data models for all asset classes for proposed EAMS and CDS use
- Costs, current operating budget detail, purchasing plans for EAMS and CDS technologies currently in place with existing EAMS related systems
- Existing systems inventory supporting various business processes that will be evaluated for potential replacement or interfacing to the new EAMS and/or CDS system
- Listing of additional “shadow systems” and non-integrated systems
- Listing of transaction and operating volumes anticipated for the future EAMS and CDS environment
- Outstanding enhancement requests on current relevant systems
- Locations of all sites involved in the project, identification of sites to be visited, and schedules of staff for visits
- The City standards for hardware, software, network operating systems, protocols, etc.
- Identification of interview candidates for process owner and management level interviews
- License and permit fee schedules.
- Existing licensing and permit approval workflows.

Deliverable: Supporting Review Notes, Updates to Project Charter, and Interview Candidate Listing

2. Conduct Onsite Project Kick-off and Management Level Interviews

We anticipate using a very participative approach with City staff interacting with our consultants to assess current software systems, identify the strengths and limitations in existing systems, identify process improvements, understanding influences impacting timelines, and staffing requirements.

This activity will begin with preparation for a project kick-off meeting and management-level interviews. The primary objectives include:

- Assist in developing awareness regarding the project
- Meet the Project Manager and Project Steering Committee to confirm expectations, finalize the Project Charter, and discuss any organizational matters that require clarification
- Provide Plante Moran's consultants with a high-level understanding of systems, organizational workflow and significant issues and opportunities that will lead to City requirements
- Assist in identifying individuals to be included in subsequent interviews in the process owner and end-user interviews

Deliverables: Project Kick-Off Presentation, Interviews Conducted with Executive Leadership, Interviews, Updates to Interview Candidate Listing

3. Conduct Onsite Process Owner and EAMS and CDS End-User Interviews

We have found that an inclusive approach tends to yield the greatest return to the client and dramatically improves EAMS and CDS implementation success rates.

Plante Moran proposes a series of interviews with process owners and end-users. We will request the City to assist in identifying departments to be interviewed along with composition of the end-user teams based upon the input provided by the management level interviews conducted.

A series of functional interviews focusing on each topic will be arranged with eight to ten people each for approximately 75 minutes each. We will discuss key current business and technological workflows and processes within the City.

Process Owner Interviews: The interviews will start with functional areas by addressing the following areas and related questions in the table below.

End-User Interviews: During the beginning of each end-user interview, Plante Moran will provide an overview of the best practices currently being instituted by municipalities effectively leveraging EAMS and CDS systems. This will be designed to raise the City's awareness of the opportunities for sharing asset management information throughout the organization.

Deliverables: Process Owner Pre-Interview Questionnaire, Process Owner Interviews, Completed End-User Interviews, Systems and Completed Existing Systems and Interfaces Inventory

4. Conduct Educational EAMS / CDS Awareness and Business Improvement Visioning Workshops

Plante Moran will prepare an awareness presentation to the City featuring applications of EAMS and CDS that incorporate the following areas of consideration as prior to a visioning session to review the major themes received through the interview process.

- Advantages and disadvantages of a new centralized EAMS and CDS system solutions designed to support the City's individual service areas
- Advantages and disadvantages of redesigned and technology-enhanced processes
- Improvement opportunities for an integrated permitting, licensing, and inspections commonly associated with today's CDS solutions.

The business process review workshops provide an opportunity to identify key themes involving work simplification, changes to policies and procedures, reduction or elimination of process steps, elimination or automation of manual processes, and reassessment of the business value being accomplished in the process. When we evaluate these opportunities, we will consider a number of criteria, including opportunities for service improvement; alignment with strategic objectives; cost reduction; work order cycle time reduction; addressing statutory or legal requirements; and risk avoidance.

Plante Moran will provide specific feedback and advice regarding opportunities these business systems can provide. It also would provide an opportunity for each participating service area to react to the preliminary recommendations to address any expectation gaps regarding any of the asset management practices identified.

Deliverables: Educational Awareness and Business Improvement Visioning Workshop, Issues and Opportunities

5. Develop EAMS Needs Assessment & CDS Business Opportunities Summary

Plante Moran will prepare a Needs Assessment connecting the operational business benefits with the most common capabilities achieved with today's EAMS / CDS technology solutions. A finalized listing of issues and opportunities with substantiating detail will be collected and prepared representing encompassing each of the key EAMS / CDS systems and related process areas identifying potential areas for improvement. The Needs Assessment will reflect the results of the "issues" with our knowledge of Best Practices and approaches used by our governmental clients to address them.

Our findings will be presented by specific service area for validation and verification and will also be summarized across the entire organization.

Deliverable: EAMS / CDS Needs Assessment

6. Finalize Report & Presentation to City Senior Management Team

Plante Moran shall prepare a final report and present the results of the study to City's senior management team.

Deliverable: Finalized Report Document Formally Presented to the City's Management Team

PHASE 2 | CONCEPTUAL SYSTEM DESIGN

1. Assess City's EAMS / CDS Technology Environment and Prepare System Design Considerations

We will distribute a technical questionnaire for the City's completion and perform an interview with staff directly involved with supporting the current technical environment. The results of reviewing documentation and interviewing staff will allow us to identify and document current technology environmental considerations

as well as identify high level recommendations related to supporting technologies that should be implemented well in advance of obtaining more detailed technical environment requirements associated with a future EAMS and CDS solution. An evaluation of security requirements, City technology access policies, user administration, database administration, and managed application/database services will be evaluated.

Deliverables: Systems and Interface Inventory, Technical Infrastructure Evaluation Summary, Issue & Opportunity Assessment (Technical Summary – Current Systems Inventory Assessment)

2. Prepare and Present EAMS / CDS Business Process Improvement Recommendations

The identification of process improvements will be represented as a complement to the issues and opportunities produced within the Needs Assessment. These business process improvement recommendations will be categorized into technical and non-technical components and the timing for each will provide the City with a recommended sequencing of activities including:

- **Pre-Implementation:** Independent of vendor solution prior to implanting an EAMS and CDS solution.
- **Implementation:** A process opportunity to address during an EAMS and CDS solution implementation.
- **Post-Implementation:** A process opportunity to address following a system transition from project implementation to service deployment phase. It is likely the City will transition its business units in a logical sequence minimizing impact to the organization. Considerations for these migrations will be taken in account.

Deliverable: Business Process Improvement Summary with Phasing Recommendations

Phase 3 | Implementation Plan for Future EAMS-CDS Solution

1. Prepare EAMS - CDS Marketplace Assessment and Solution Cost of Ownership Estimate

Plante Moran actively monitors the EAMS - CDS vendor marketplace and represents the following partial vendor list have established product and service offerings in the municipal service marketplace that we will monitor in addition to any of those previously identified by the City.

Plante Moran will provide the City with a budgetary estimate representing one-time acquisition and implementation cost components in addition to reoccurring cost components for a new EAMS and CDS solution. A three-point budgeting estimate will be offered based upon actual responses Plante Moran previously facilitated on behalf of its clients. This total cost of ownership will be presented for both five and ten years depending upon the investment planning horizon the City desires.

Deliverable: Total Cost of Ownership Solution, Marketplace Assessment

2. Develop EAMS - CDS Solution Functional and Technical Specifications

To assist the City in anticipation of the RFP effort, Plante Moran will provide best practice software requirements (i.e. specifications) along with certain technical requirements which will be formatted for inclusion into the City's RFP. We will enhance our existing best practice specifications to reflect the City's unique circumstances.

As a basis for the development of software specifications, we will leverage Plante Moran's existing best practice EAMS - CDS software specifications that our team has developed for government clients along with unique specifications and interfaces that were defined in the assessment phase of the project. These software specifications, when combined with the City's unique requirements, could support the basis of the City's functional requirements.

Deliverable: Functional and Technical Requirements for EAMS - CDS Integrated Solution

3. Develop Proposed EAMS - CDS Governance Model and Recommended Solution Phasing Approach

Plante Moran will provide guidance to the City regarding how a governance model can be prepared for aligning the City's IT resource strategy to enable its service areas to achieve their business objectives. The types of topics to be answered should include:

- How decisions are made when the impact to multiple stakeholders is anticipated or known.
- How conflicts are resolved when consensus cannot be reached around viable courses of action.
- A determination for how traditional organizational hierarchies apply to the management and administration of the final EAMS - CDS solution.
- Fair cross-departmental representation of stakeholder business units involved throughout the system's implementation and after go-live.

Answering these questions early in the system selection process following requirements development can ensure critical stakeholders have a voice throughout the process.

Deliverable: Proposed Governance Model, Recommended Solution Phasing

4. Develop Request for Proposal (RFP) Document for Integrated EAMS - CDS Solution

Based on the interview process and other data gathering questionnaires, we will develop a draft RFP document to solicit vendor responses in a format that will ease analysis. The RFP will be tailored to the City's unique requirements based on the project activities performed, but is minimally expected to include the following: Background information on the City and the scope of the project, including:

- Current environment
- Technology standards
- Operating volumes
- Other planned, related City initiatives
- Interfaces required
- A discussion of the timeline and approach being taken by the City to select a finalist software solution, including:
 - Intent
 - Selection criteria
 - Guidelines for software and implementation vendors to submit proposals
- Timeline
- Proposal response format
- Implementation services requested
- Software specifications
- Terms and conditions
- Various forms for the vendors to complete and return, including:
 - City specific RFP forms
 - Software and Hardware Specifications
 - Vendor Background Questionnaire
 - Pricing Summary
 - Reference Forms
 - Attachments as appropriate

We will distribute the RFP to the City for review, feedback and edits. We expect that the City will incorporate any of their edits directly in the Microsoft Word document we provide as a template with modifications as required by the City's Purchasing Team.

Deliverable: One (1) Request for Proposal Document for an Integrated EAMS and CDS Solution

5. Final Executive Level Presentation

Plante Moran will provide an onsite presentation featuring its project findings and recommendations to an audience of stakeholders. The presentation will review the key roles and EAMS and CDS governance recommendations necessary to establish and sustain the integrated solution. It will also feature examples of high level dashboard metrics and measures that could potentially be used by leadership to gauge progress and status.

Deliverable: Remote Presentation with Question and Answer Session, Executive Summary Handouts

EXHIBIT "B"

PROJECT MILESTONE DELIVERABLE ACCEPTANCE & PAYMENT SCHEDULE

Project Tasks	Deliverables	Payment
1. Update and Finalize Detailed Project Plan	Detailed Project Plan	\$ 1,000
2. Completed Management and End-User Interviews	Process Owner Pre-Interview Questionnaire, Process Owner Interviews, Completed End-User Interviews, Systems and Completed Existing Systems and Interfaces Inventory	\$ 22,000
3. Completion of Educational EAMS / CDS Awareness and Business Improvement Visioning Workshops	Educational Awareness and Business Improvement Visioning Workshop, Issues and Opportunities	\$ 10,000
4. Delivery of Draft Needs Assessment	Draft EAMS / CDS Needs Assessment	\$ 5,000
5. Acceptance of Needs Assessment	Acceptance of EAMS / CDS Needs Assessment, Presentation of Report Document to City's Management Team	\$ 12,000
6. EAMS/CDS Technology Environment and Design	Systems and Interface Inventory, Technical Infrastructure Evaluation Summary, Issue & Opportunity Assessment (Technical Summary – Current Systems Inventory Assessment), Business Process Improvement Summary with Phasing Recommendations	\$ 10,000
7. EAMS / CDS Marketplace Assessment and Cost of Ownership Estimate	Total Cost of Ownership for Anticipated EAMS / CDS Solution	\$ 5,000
8. Functional and Technical Specifications	Functional and Technical Requirements for EAMS / CDS Integrated Solution	\$ 9,000
9. Governance Model and Recommended EAMS Solution Phasing	Proposed Governance Model, Recommended Solution Phasing	\$ 9,000
10. RFP Document Development	Acceptance of RFP Document for an Integrated EAMS and CDS Solution, Final Executive Level Presentation	\$ 6,565
Total Deliverable Based Payments for Project		\$ 89,535

EXHIBIT "C"
CONFIDENTIALITY AGREEMENT
RECITALS

WHEREAS, the City and Consultant may provide each other certain proprietary, confidential, non-public, or trade secret information.

WHEREAS, the Parties wish to set out the terms under which each Party is willing to disclose such information to the other Party and upon which the Parties are willing and obliged to keep such information confidential.

NOW THEREFORE, the Parties agree as set out below:

1.0 DEFINITIONS. In addition to those words defined above, the following words shall have the meanings set forth below.

1.1 CONFIDENTIAL INFORMATION means all documents or information disclosed or made available by the City and the Consultant in connection to:

1.1.1 opinions expressed or policies or actions that are formulated, including, but not limited to, preliminary drafts, notes, recommendations, memoranda and other records, as well as technical information related to the security systems of the City, including physical and logical access controls and computer networks, or the security of other records which are exempt from disclosure under the Illinois Freedom of Information Act, in addition to other state and Federal exemptions, as may be applicable;

1.1.2 All Personal Identifying Information (PII). Personal identifying information is staff, contractor, or customer information that can be used to uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify a single individual;

1.1.3 medical or health records, and personnel information;

1.1.4 documents, including:

- (a) any text, letter, memorandum, sound recording, videotape, film, photograph, chart, graph, map, survey, diagram, model, sketch, book of account and information recorded or stored by means of any device pertaining to the City and/or any of its information technology or other systems and marked "Confidential" or "Proprietary.";
- (b) technical data, research, products, financial information, plans or strategies, forecasts or forecast assumptions, business practices, operations, procedures or services related to the City and/or any of its information technology or other systems and marked "Confidential" or "Proprietary.";

1.2 SUBSIDIARY OF A PARTY means any corporation or individual that is controlled by the Party, and refers to a direct or indirect subsidiary of the Party.

2.0 AGREEMENT

2.1 Each party agrees:

- (a) to use the same means it uses to protect its own confidential information to maintain the secrecy and confidentiality of the other Party's Confidential Information,
- (b) except as provided in Sections 2.1(d), 2.2 and 2.4, not to disclose any Confidential Information to a third party without the prior written consent of the Disclosing Party,

(c) not to use any Confidential Information for any purposes other than providing bids or quotes or fulfillment of a Contract,

(d) only to disclose the Confidential Information to its directors, officers, employees, agents and advisers (collectively called "Representatives") who have a need to know the information for the creation of bids or quotes or for the fulfillment of a Contract (it being understood that the Receiving Party shall inform such Representatives of the confidential nature of that information and the obligation of confidentiality undertaken by the Receiving Party hereunder, and shall direct such Representatives to treat that information confidentially in accordance with the terms of this Agreement),

(e) to take reasonable steps to prevent its Representatives from acting in a manner inconsistent with the terms of this Agreement, and

(g) Maintain the confidentiality of computer system passwords. The following actions by either Party will be considered a violation and breach of this Agreement:

- Disclosing a password to another person.
- Using another person's ID or password, with or without that person's knowledge or consent.
- Using access to shared computer facilities for other than services hereunder.

Any ID that is assigned will be provided with a level of access that is adequate to perform services hereunder. Attempts by either Party to access information that are outside these bounds will be considered a violation and breach of this Agreement.

(h) to establish information security standards requiring that reasonable measures be implemented that are designed to:

- 1) Ensure the security and confidentiality of any of City's confidential information in your possession or control;
- 2) Protect against any anticipated threat or hazards to the security or integrity of this information;
- 3) Encrypt any data stores that reside on portable media or devices, such as laptops, thumb drives, external hard drives or CDs;
- 4) Protect against unauthorized access to or use of this information that could result in substantial harm or inconvenience to any staff, contractor, or customer of the City; and
- 5) Ensure the proper disposal of this information.

2.2 This Agreement does not impose any obligations on the Consultant with respect to its own Confidential Information. In addition, the obligations of confidentiality set out above do not apply to information that:

- (a) at the date of disclosure said information (in the same form in which the disclosure is made) has been published or has otherwise entered the public domain without a breach of this Agreement, or thereafter becomes generally available to the public without breach of this Agreement. If any of the information described as Confidential in Paragraph 1.1 above is alleged to have become public, before disclosing such information to any other person the Party so claiming will notify the City and obtain written confirmation that it is likewise the City's understanding that such Confidential Information has entered the public domain;
- (b) is independently developed or obtained by the receiving Party without breach of this Agreement. Prior to use of such information, the Consultant shall notify the City in writing if it intends to use or in any way reference or discuss Confidential Information which it believes has been independently developed or obtained by either of them without breach of this Agreement.

2.3 It is not a breach of this Agreement to:

- (a) disclose Confidential Information required to be disclosed by applicable law, regulation or court order in which event the receiving Party shall (unless affirmatively prohibited by such applicable law, regulation or court order) promptly notify the City in writing of the requirements for such disclosure and cooperate through all reasonable and legal means, at the City's expense, in any attempts by the disclosing Party to prevent or otherwise restrict disclosure of the Confidential Information.
- (b) Disclose any ideas, concepts, know-how, or techniques developed during the course of the Agreement by Consultant personnel or jointly by Customer and City personnel.

2.4 The Parties agree that certain Confidential Information may be subject to attorney-client work product or other privileges and that no disclosure hereunder is intended to waive any privileges applicable to any statement, document, communication, or other information disclosed pursuant to this Agreement. The receiving Party shall treat such Confidential Information accordingly.

3.0 NO WARRANTY

3.1 The Parties make no representations or warranties about the adequacy, accuracy, or suitability of the Confidential Information for any purpose. The receiving Party is responsible for making its own evaluation of such Confidential Information.

3.2 Each Party acknowledges that notwithstanding the execution of this Agreement, the City maintains the sole and absolute discretion to determine what, if any, information it will release to the Consultant or which it will allow the Consultant to use.

4.0 REMEDIES

4.1 The Parties acknowledge that a breach of this Agreement may cause serious and irreparable harm that may be difficult to ascertain. In the event of breach of this Agreement by either Party, the Party shall be entitled to obtain immediate injunctive relief in addition to any other rights or remedies it may have without proof of any actual or special damages and without the requirement to post bond or other surety in connection with any such injunctive relief. The prevailing Party shall be entitled to all attorneys' fees and costs incurred in such action or actions.

5.0 OWNERSHIP OF WORK PAPERS AND RETURN OF INFORMATION

At any time the City may request the return or the destruction, of all tangible Confidential Information previously delivered to the Consultant. Upon receipt of such request, all such Confidential Information, including without limitation any copies, summaries or compilations of such information, still in the Consultant's possession or under its control shall be promptly returned or destroyed, as requested.

In the interest of facilitating Consultant's services to City, Consultant may communicate or exchange data by internet, e-mail, facsimile transmission or other methods. While Consultant will use its best efforts to keep such communications and transmissions secure in accordance with Consultant's obligations under applicable laws and professional standards, City recognizes and accepts that Consultant has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consent to Consultant's use of these electronic devices during this engagement.

Professional standards require that Consultant create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of Consultant. Consultant will maintain the confidentiality of all such workpapers as long as they remain in Consultant's possession.

Both City and Consultant acknowledge, however, that Consultant may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which Consultant is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to

court order or subpoena shall not constitute a breach of the provisions of this agreement. In the event that a request for any confidential information or workpapers covered by this agreement is made by regulatory authorities or pursuant to a court order or subpoena, Consultant agrees to inform City in a timely manner of such request and to cooperate with City should City attempt, at City's cost, to limit such access. This provision will survive the termination of this agreement. Consultant's efforts in complying with such requests will be deemed billable to City as a separate engagement. Consultant shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

Consultant reserves the right to destroy, and it is understood that Consultant will destroy, workpapers created in the course of this engagement in accordance with Consultant's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. Consultant has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon City's written request, Consultant may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. Consultant will evaluate each written request independently. City acknowledges and agrees that Consultant will have no obligation to provide such access or to provide copies of Consultant's workpapers, without regard to whether access had been granted with respect to any prior requests.

6.0 MISCELLANEOUS

6.1 The nondisclosure provisions of this Agreement shall survive the termination of this Agreement, and the Consultant's duty to hold Confidential Information in confidence shall remain in effect until the City notifies it in writing that such information no longer qualifies as Confidential Information or sends the Consultant written notice releasing it from this Agreement, whichever occurs first.

6.2 This Agreement may be modified only in a document signed by the Parties.

6.3 No party shall assign, transfer, convey, or otherwise dispose of its rights, title, or interest in or to this Agreement or any part thereof without the previous written consent of the other Parties.

6.4 This Agreement is governed by the laws of the State of Illinois without giving effect to its conflict of laws provisions and is treated in all respects as an Illinois contract. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois.

6.5 If any provision of this Agreement is held to be invalid, illegal, or unenforceable, all other provisions will, nevertheless, continue in full force and effect.

6.6 This Agreement inures to the benefit of the Parties and is binding upon their respective successors and assigns.

6.7 The Parties agree that this Agreement:

- (a) is the complete and comprehensive statement between the Parties about the protection of the secrecy or confidentiality of the Confidential Information; and
- (b) supersedes all discussions and other communications, whether written or verbal, between the Parties related to the protection of the secrecy or confidentiality of the Confidential Information.

6.8 The provisions of this Agreement shall survive the completion of the Purpose as defined herein.

6.9 This effective date of this Agreement ("Effective Date") shall be the last date on which either of the Parties hereto execute this Agreement.

Attachment A: City's Request for Proposal (RFP) for Enterprise Asset Management / Work Order Needs Assessment Study

Attachment B: Consultant's Technical Proposal Response for Enterprise Asset Management Study Services

**AGENDA ITEM EXECUTIVE SUMMARY**Agenda Item number: **6a**

Title:

Presentation Update Regarding City's Preliminary Financial Results for 2nd Quarter Ending October 30, 2016 – Information Only

Presenter:

Chris Minick, Finance Director

Meeting: Government Operations Committee

Date: December 19, 2016

Proposed Cost: \$

Budgeted Amount: \$

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

A brief summary of the financial results for 2nd quarter ending October 30, 2016 for the City's main operating funds will be presented. A comparison of actual amounts to budget amounts and major financial trends will be discussed.

Attachments *(please list):*

Narrative Explanation
Summary Spreadsheets

Recommendation/Suggested Action *(briefly explain):*

Presentation Update regarding City's Preliminary Financial Results for 2nd Quarter ending October 30, 2016 – Information Only.

November 28, 2016

October 2016 Monthly Financial Results

In an effort to improve communications regarding the City's financial results, we have consolidated and simplified the various financial reports provided to City Council as well as City employees. It is our goal to provide meaningful financial data in a format that is easy to read and understand. This report will be prepared monthly and will be presented to City Council as well as made available to all City employees.

It is important to note that the results are presented on the cash basis of accounting (revenues are booked when cash is received and expenditures are booked when cash is disbursed). The City will convert results to a modified accrual basis of accounting (revenues are recognized when available and expenses are recognized as the liability is incurred) as required by generally accepted accounting principles. This conversion takes place during the fiscal year end audit process.

The report consists of 3 sections:

1. A brief narrative that summarizes the financial highlights for the quarter. The narrative follows the overview of the report format.
2. Charts and graphs that give a view of the financial performance of the City's General Fund, Electric Fund, Water Fund and Wastewater Fund.
3. Summary financial statements that document the status of the City's General Fund, Electric Fund, Water Fund, and Wastewater Fund.

Any questions regarding this report may be submitted to your department director, Chris Minick, or Mark Koenen.

Overview of the Report

Charts

The Charts section consists of information that was previously presented in the quarterly snapshot report. These charts are intended to give a quick, high-level summary of the financial performance of each of the major revenue and expenditure streams and the individual funds.

Chart #1 is a summary of Revenues for each of the 4 major operating funds: General Fund, Electric Fund, Water Fund and Wastewater Fund. Chart #1 compares the current year revised budgeted amount, the current year annual forecast amount, and the previous fiscal year's actual amount of revenue.

Chart #2 is a summary of Expenditures for each of the 4 major operating funds. It also compares the current year annual revised budget, the current year annual forecast amount, and the previous fiscal year's actual expenditures.

Chart #3 highlights the Top 7 Revenue Sources of the General Fund, the City's main operating fund. It includes the current year annual revised budget, the current year forecast amount, and the previous fiscal year's actual.

Charts #4-7 are a comparison of Revenues and Expenditures for each of the 4 major operating funds. It also compares the current year revised budget, the current year forecast, and the previous year's actual.

Reports

The reports reflect the monthly financial results for each of the City's four main operating funds. Each fund is represented on a separate page. These reports present the same information that had been contained in the employee financial report. These reports have been summarized somewhat for ease and convenience of use. Additionally, one-time revenue sources and expenditures are no longer segregated but appear in the proper revenue or expense category for ease of use and to present the information in a more understandable format.

The reports include a revenue section, an expenditure section, and a net surplus or (deficit). The revenue section is made up of the major revenue sources for that fund. Expenditures are broken down by Personal Services, Commodities, Contractual Services, Other Operating Expenses, Departmental Allocations, Capital, Debt Service, and Transfers Out.

The surplus or deficit is the net result of revenues over or under expenditures.

The columns are presented uniformly throughout the reports. Below is a description of each column:

Column 1 (Original Budget) represents the current fiscal year's original budget as passed in April.

Column 2 (Revised Budget) reflects the original budget and the impact of any budgetary transfers, additions, or deletions that have occurred since the beginning of the fiscal year. This is the budget as it stands as of the end of the month.

Column 3 (Year to Date (YTD) Actual) reflects the actual revenues received or expenses incurred for the current fiscal year through the end of the month. This column reflects the actual operating results of the fund for the fiscal year to date.

Column 4 (YTD Actual vs Budget %) calculates what percentage of the revised annual budget has been received or spent for the fiscal year to date. It is a percentage determined by Column 3 divided by Column 2.

Column 5 (Prior YTD Actual) reflects the revenues received or expenses incurred as of the same month from the prior fiscal year.

Column 6 (Inc/Dec from Prior Year %) calculates how our current YTD results compare with prior YTD results for the same period. Percentages greater than 100 indicate that we have received/spent more in the current fiscal year to date than in the prior fiscal year; whereas percentages below 100 indicate that we have received/spent less in the current year than in the previous year. It is a percentage determined by taking the difference between Column 3 and Column 5 and then dividing that amount by Column 5).

Column 7 (Fiscal Year Forecast) represents the forecasted financial results based on the year-to-date actual amounts reflected in Column 3 and the anticipated results of the remainder of the fiscal year. In other words, this column reflects our current projection of the financial results for each line item for the fiscal year. The City will place great importance on the numbers in this column to track and evaluate the anticipated results of operations for the fiscal year. The amounts in this column are tracked and analyzed to try to discern any trends that would require the City to take action during the fiscal year.

Column 8 (Forecast vs Revised Budget) is the difference between the forecasted amount and the revised budget. Positive differences indicate that we are projected to receive/spend more than the revised annual budget. Negative differences indicate that we are projected to receive/spend less than the revised annual budget for the fiscal year.

Column 9 (Forecast vs Budget %) reflects the same information as in Column 8, but in percentage format. Percentages greater than 100 indicate that we are projected to receive/spend more than the revised annual budget whereas percentages less than 100 indicate that we are projected to receive/spend less than the revised annual budget. It is a percentage determined by Column 8 divided by Column 2).

Column 10 (FY 15-16 Actual) represents the total amount of revenue received or expense incurred for the previous fiscal year for the line item indicated. It is possible that this number will change between now and October as the results of the City's annual audit are finalized. The City will utilize audited numbers in this column as soon as they become available.

Discussion of October 2016 Results

General Fund

The General Fund is where the vast majority of City operations are accounted for. This includes almost all of the services provided by the City, as well as expenses needed to support most departments and employees.

Through October, General Fund revenues are forecasted to be slightly below the revised budget by 0.8%. The City's largest revenue stream, sales and use tax, is above last year's

amount by 2.8% but is also trending slightly below budget by 0.2%. Electric franchise fees and alcohol taxes are also above prior year amounts as well as budget through the month of October. Hotel tax revenues are below last year's collections through October, but are slightly above budget expectations. Income tax disbursements from the State of Illinois are down 14.5% from last year as well as 7.4% below budget expectations. According to the Illinois Department of Revenue, there was a recent legislative change that impacted businesses, resulting in a lower income tax liability, and thus lower revenues for the City. Telecommunications tax revenues are below last year's results and are performing below budget expectations. This is a continuing trend primarily due to the bundling of long distance services within cell phone plans. Property tax collections are slightly ahead of where they were last year due to the timing of property tax disbursements from both Kane and DuPage counties. These timing differences will work themselves out over the next few months.

Forecast expenditures through October are currently 3.5% below the revised budget. Personal services, commodities, contractual services and other operating expenses are all currently projected to be below the revised budget.

As of October 31, the General Fund is projected to end the year with a surplus of \$478,931. This compares to a projected deficit of \$267,687 when the budget was approved in April.

It is important to note that October results only reflect a portion of the "roll forward" of budgets for projects that were not completed during FY 15-16. These "roll forwards" will have a direct impact on the General Fund's projected surplus/deficit. In continuation of a new process implemented last fiscal year, roll forwards are being tracked and will be posted as necessary rather than automatically being rolled forward in May. The purpose of this process is to provide a more accurate level of anticipated expenditures and fiscal results during the entire year.

It is extremely important to bear in mind that continued vigilance in monitoring revenues and expenditures will be crucial to maintain the City's fiscal health.

Electric Fund

Through October, electric sales are ahead of FY 15-16 year-to-date sales by approximately 8.3% and are above the revised budget by 0.5% for the fiscal year. The increase from the prior year is due to a rate increase that took effect in June 2016 as well as the hotter summer we experienced as compared to last year. As of October 31, total Expenses are projected to be below budgeted amounts by 2.5% for the year. The Contractual Services expense category is projected to be below budget by about \$1.2 million. This is due to Wholesale Power costs coming in below budgeted amounts through October. Personal Services, Commodities and Other Operating Expenses are also projected to be under budget at this point in time. These preliminary results indicate a projected surplus of \$2,724,833 for the fiscal year. This compares to a projected surplus of \$1,637,534 at the time the budget was approved. However, it should be noted

that October results do not reflect all of the budget “roll forwards” for uncompleted projects from FY 15-16. These “roll forwards” will have a direct impact on the Electric Fund’s operating results. Some of these project roll forwards will be funded with prior bond proceeds as well as an internal borrowing that took place in a prior year.

Over the last decade, the City’s electric consumption patterns have changed while costs for wholesale power have increased. The rate structure had not kept pace with both the rates that the City is charged for wholesale power as well as the cost increases that have occurred because of the manner in which customer consumption trends have changed. The City Council has directed staff to take a long term approach to rectify that situation and assure that the City’s rate structure is adequate to provide for operating and capital needs of the utility system. To that end, the rate structure for all City utilities was analyzed as part of the budget process for fiscal year 2011-2012. Staff recommended changes to the rate structure for that fiscal year which were essentially consistent with the rate study that was completed in April of 2011. These changes included increasing fixed monthly service charges for all classes of customer as well as changes to the non-summer rates.

These concepts have been incorporated into the City’s rates every year since 2011, including the rate adjustments for fiscal year 2016-2017 that were approved in April of 2016 and were effective beginning with June 2016 billings. These rate increases will allow us to keep pace with anticipated increases in the costs of wholesale power.

Water Fund

Water user charge revenue through the end of October is 13.5% higher than the same time frame last year, due to rate increases that went into effect with the June 1 billings as well as the hotter and dryer weather we experienced this summer. Operating expenses are currently projected to be slightly under budgeted amounts. It is currently projected that the Water Fund will end the year with a surplus of \$279,643, as compared to the original budgeted deficit of \$52,231. It should be noted that October results do not reflect all of the budget “roll forwards” for uncompleted projects from FY 15-16. These “roll forwards” will have a direct impact on the Water Fund’s operating results. Some of these project roll forwards will be funded with prior bond proceeds as well as an internal borrowing that took place in a prior year.

The water rate structure has also been adjusted as part of the rate study process that was completed during FY 11-12. The City wants to assure a rate structure adequate to allow for operating and capital cost recapture. Based on current costs, the unadjusted rate structure was not adequate to provide for operations and capital projects, including the construction of a third water tower as well as replacement of the North 5th Ave waterline. The rate adjustments approved in May of 2016 (effective with June billings) are continuing the multi-year process of rate structure adjustments to bring the revenues in line with the costs of operating the system.

Wastewater Fund

User charge revenue in the Wastewater Fund is higher than prior year to date by 11.1%. Total Wastewater expenses are projected to be slightly below budget by 1.6%. Currently, the Wastewater Fund is projected to end the year with a deficit of \$534,461. This compares to a budgeted deficit of \$194,347 at the time the budget was approved. The additional deficit is primarily due to the “roll forward” of encumbrances for goods and services that were not received or completed in FY 15-16.

As with the Water Fund, the rate structure is being changed over a multi-year period to assure that operating and anticipated future capital expenses can be recovered through the rates charged for services. Current results indicate that the rate structure is insufficient to meet these costs. Significant capital projects are anticipated in FY 16-17 as well as over the next three years as the City works toward compliance with new phosphorus discharge standards as promulgated by the Illinois Environmental Protection Agency. Additionally, significant maintenance and replacement projects are anticipated as various components of the wastewater treatment plant are nearing the ends of their operational lives. Staff has investigated various funding options for these necessary improvements as part of the 2016-2017 budget process and recommended appropriate changes to the rate structure to meet current and future operating and capital needs. Staff has recommended the implementation of a fixed charge per wastewater account to finance various projects as mandated by State and Federal oversight agencies. These rate structure changes, including the EPA Mandate Compliance Fee, were implemented beginning with June 2016 billings to residents.

City of St. Charles
Monthly Financial Report
October 31, 2016
General Fund

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
	FY 16-17 Original Budget	FY 16-17 Revised Budget	YTD Actual	YTD Actual vs Budget (%)	Prior YTD Actual	Inc/(Dec) from P/Y (%)	FY 16-17 Forecast	Forecast vs Revised Budget	Forecast vs Budget (%)	FY 15-16 Actual
Revenues										
Property Taxes	\$ 12,522,749	\$ 12,522,749	\$ 12,353,284	98.6%	\$ 12,259,421	0.8%	\$ 12,522,749	\$ -	0.0%	\$ 12,352,793
Sales and Use Taxes	17,272,923	17,272,923	8,122,299	47.0%	7,898,105	2.8%	17,231,244	(41,679)	-0.2%	16,760,801
State Income Tax	3,476,614	3,476,614	1,633,822	47.0%	1,911,734	-14.5%	3,219,106	(257,508)	-7.4%	3,514,119
Electric Franchise Fee	3,019,224	3,019,224	1,636,875	54.2%	1,501,304	9.0%	3,069,785	50,561	1.7%	2,857,425
Hotel Tax	1,848,561	1,848,561	1,117,873	60.5%	1,183,806	-5.6%	1,876,318	27,757	1.5%	2,007,436
Telecommunication Tax	998,800	998,800	471,373	47.2%	497,120	-5.2%	974,739	(24,061)	-2.4%	989,529
Alcohol Tax	1,092,248	1,092,248	586,613	53.7%	542,008	8.2%	1,129,872	37,624	3.4%	1,099,613
Video Gaming Tax	-	-	-	0.0%	-	0.0%	-	-	0.0%	-
Other	2,899,204	2,961,524	1,425,728	48.1%	1,285,536	10.9%	2,834,534	(126,990)	-4.3%	2,721,645
Transfers In	-	-	-	0.0%	-	0.0%	-	-	0.0%	-
Total Revenues	\$ 43,130,323	\$ 43,192,643	\$ 27,347,867	63.3%	\$ 27,079,034	1.0%	\$ 42,858,347	\$ (334,296)	-0.8%	\$ 42,303,361
Expenditures										
Personal Services	\$ 28,499,050	\$ 28,429,093	\$ 15,823,209	55.7%	\$ 15,853,242	-0.2%	\$ 27,966,353	\$ (462,740)	-1.6%	\$ 26,727,683
Commodities	1,752,903	1,747,821	533,957	30.5%	500,798	6.6%	1,604,590	(143,231)	-8.2%	1,443,226
Contractual	9,944,304	10,388,428	4,336,434	41.7%	4,679,502	-7.3%	9,501,467	(886,961)	-8.5%	8,785,018
Other Operating Expenses	1,609,128	1,609,140	1,502,653	93.4%	1,320,019	13.8%	1,577,242	(31,898)	-2.0%	1,142,715
Departmental Allocations	(5,004,768)	(5,004,768)	(2,502,384)	50.0%	(2,431,962)	2.9%	(5,004,768)	-	0.0%	(4,827,356)
Capital	126,800	151,707	47,896	31.6%	54,393	-11.9%	151,707	-	0.0%	151,748
Debt Service	4,586	4,586	2,293	50.0%	2,293	0.0%	4,586	-	0.0%	4,586
Transfers Out	6,466,007	6,578,239	1,311,340	19.9%	1,102,243	19.0%	6,578,239	-	0.0%	8,084,374
Total Expenditures	\$ 43,398,010	\$ 43,904,246	\$ 21,055,398	48.0%	\$ 21,080,528	-0.1%	\$ 42,379,416	\$ (1,524,830)	-3.5%	\$ 41,511,994
Surplus (Deficit)	\$ (267,687)	\$ (711,603)	\$ 6,292,469		\$ 5,998,506		\$ 478,931	\$ 1,190,534		\$ 791,367

City of St. Charles
Monthly Financial Report
October 31, 2016
Electric Fund

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
	FY 16-17 Original Budget	FY 16-17 Revised Budget	YTD Actual	YTD Actual vs Budget (%)	Prior YTD Actual	Inc/(Dec) from P/Y (%)	FY 16-17 Forecast	Forecast vs Revised Budget	Forecast vs Budget (%)	FY 15-16 Actual
Revenues										
User Charges	\$ 62,444,494	\$ 62,444,494	\$ 33,957,086	54.4%	\$ 31,362,783	8.3%	\$ 62,734,629	\$ 290,135	0.5%	\$ 59,193,182
Connection Charges	54,500	54,500	20,170	37.0%	72,912	-72.3%	35,151	(19,349)	-35.5%	94,597
MV/Equip/WC Reserve	287,192	287,192	287,192	100.0%	406,053	-29.3%	287,192	-	0.0%	406,053
Reimbursement for Projects	397,000	575,400	821,282	142.7%	113,548	623.3%	821,282	245,882	42.7%	301,015
Other Operating Revenues	363,620	363,620	243,553	67.0%	265,697	-8.3%	395,232	31,612	8.7%	422,819
Bond Proceeds	1,620,000	3,121,983	3,121,983	100.0%	-	0.0%	3,121,983	-	0.0%	-
Non-Operating Revenue	61,664	61,664	61,664	0.0%	61,664	0.0%	61,664	-	0.0%	-
Transfers In	254,000	254,000	-	0.0%	-	0.0%	254,000	-	0.0%	230,256
Total Revenues	\$ 65,482,470	\$ 67,162,853	\$ 38,512,930	57.3%	\$ 32,282,657	19.3%	\$ 67,711,133	\$ 548,280	0.8%	\$ 60,647,922
Expenses										
Personal Services	\$ 3,814,193	\$ 3,815,645	\$ 1,838,550	48.2%	\$ 2,070,856	-11.2%	\$ 3,721,167	\$ (94,478)	-2.5%	\$ 2,465,266
Commodities	316,755	317,985	80,515	25.3%	107,905	-25.4%	251,908	(66,077)	-20.8%	356,462
Contractual	45,084,932	45,240,440	23,058,387	51.0%	22,935,763	0.5%	44,045,674	(1,194,766)	-2.6%	41,439,130
Other Operating Expenses	6,379,244	6,380,144	2,963,641	46.5%	2,756,665	7.5%	6,051,962	(328,182)	-5.1%	8,800,710
Departmental Allocations	1,971,701	1,971,701	985,848	50.0%	962,736	2.4%	1,971,701	-	0.0%	1,385,016
Capital	4,546,600	7,176,171	1,889,527	26.3%	757,573	149.4%	7,176,171	-	0.0%	9,673
Debt Service	1,233,082	1,269,288	192,836	15.2%	160,451	20.2%	1,269,288	-	0.0%	330,019
Transfers Out	498,429	498,429	45,113	9.1%	49,232	-8.4%	498,429	-	0.0%	390,141
Total Expenses	\$ 63,844,936	\$ 66,669,803	\$ 31,054,417	46.6%	\$ 29,801,181	4.2%	\$ 64,986,300	\$ (1,683,503)	-2.5%	\$ 55,176,417
Surplus (Deficit)	\$ 1,637,534	\$ 493,050	\$ 7,458,513		\$ 2,481,476		\$ 2,724,833	\$ 2,231,783		\$ 5,471,505

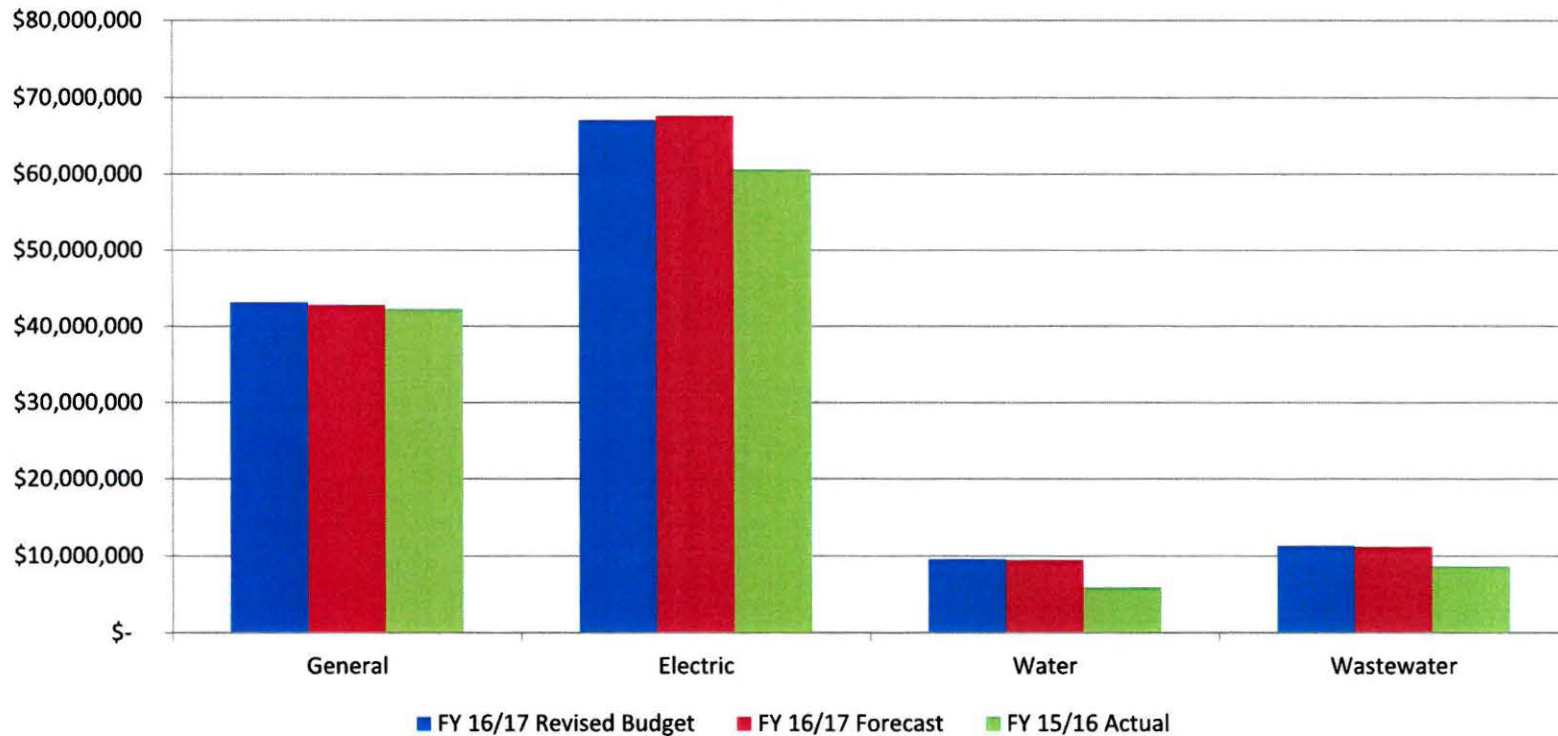
City of St. Charles
Monthly Financial Report
October 31, 2016
Water Fund

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
	FY 16-17 Original Budget	FY 16-17 Revised Budget	YTD Actual	YTD Actual vs Budget (%)	Prior YTD Actual	Inc/(Dec) from P/Y (%)	FY 16-17 Forecast	Forecast vs Revised Budget	Forecast vs Budget (%)	FY 15-16 Actual
Revenues										
User Charges	\$ 6,032,152	\$ 6,032,152	\$ 3,209,973	53.2%	\$ 2,827,487	13.5%	\$ 5,916,084	\$ (116,068)	-1.9%	\$ 5,150,645
Connection Charges	48,932	48,932	51,374	105.0%	27,000	90.3%	70,103	21,171	43.3%	57,160
MV/Equip/WC Reserve	132,868	132,868	132,868	100.0%	134,206	-1.0%	132,868	-	0.0%	134,206
Donations/Contributions	-	-	-	0.0%	-	0.0%	-	-	0.0%	-
Bond/IEPA Proceeds	-	3,163,940	1,046,651	0.0%	1,245,925	0.0%	3,163,940	-	0.0%	-
Other	186,362	186,362	121,036	64.9%	139,701	-13.4%	212,857	26,495	14.2%	530,796
Transfers In	-	-	-	0.0%	-	0.0%	-	-	0.0%	-
Total Revenues	\$ 6,400,314	\$ 9,564,254	\$ 4,561,902	47.7%	\$ 4,374,319	4.3%	\$ 9,495,852	\$ (68,402)	-0.7%	\$ 5,872,807
Expenses										
Personal Services	\$ 1,472,781	\$ 1,474,170	\$ 725,547	49.2%	\$ 763,719	-5.0%	\$ 1,441,605	\$ (32,565)	-2.2%	\$ 1,380,779
Commodities	486,199	481,610	219,261	45.5%	208,905	5.0%	464,543	(17,067)	-3.5%	429,533
Contractual	995,287	1,042,804	465,558	44.6%	425,919	9.3%	993,104	(49,700)	-4.8%	1,050,763
Other Operating Expenses	180,924	181,749	132,272	72.8%	114,992	15.0%	169,338	(12,411)	-6.8%	1,567,500
Departmental Allocations	896,012	896,012	448,008	50.0%	431,988	3.7%	896,012	-	0.0%	857,044
Capital	1,057,300	3,872,809	1,171,380	30.2%	1,792,179	-34.6%	3,872,809	-	0.0%	-
Debt Service	1,204,716	1,219,382	428,288	35.1%	373,144	14.8%	1,219,382	-	0.0%	253,458
Transfers Out	159,416	159,416	15,223	9.5%	16,613	-8.4%	159,416	-	0.0%	137,277
Total Expenses	\$ 6,452,635	\$ 9,327,952	\$ 3,605,537	38.7%	\$ 4,127,459	-12.6%	\$ 9,216,209	\$ (111,743)	-1.2%	\$ 5,676,354
Surplus (Deficit)	\$ (52,321)	\$ 236,302	\$ 956,365		\$ 246,860		\$ 279,643	\$ 43,341		\$ 196,453

City of St. Charles
Monthly Financial Report
October 31, 2016
Wastewater Fund

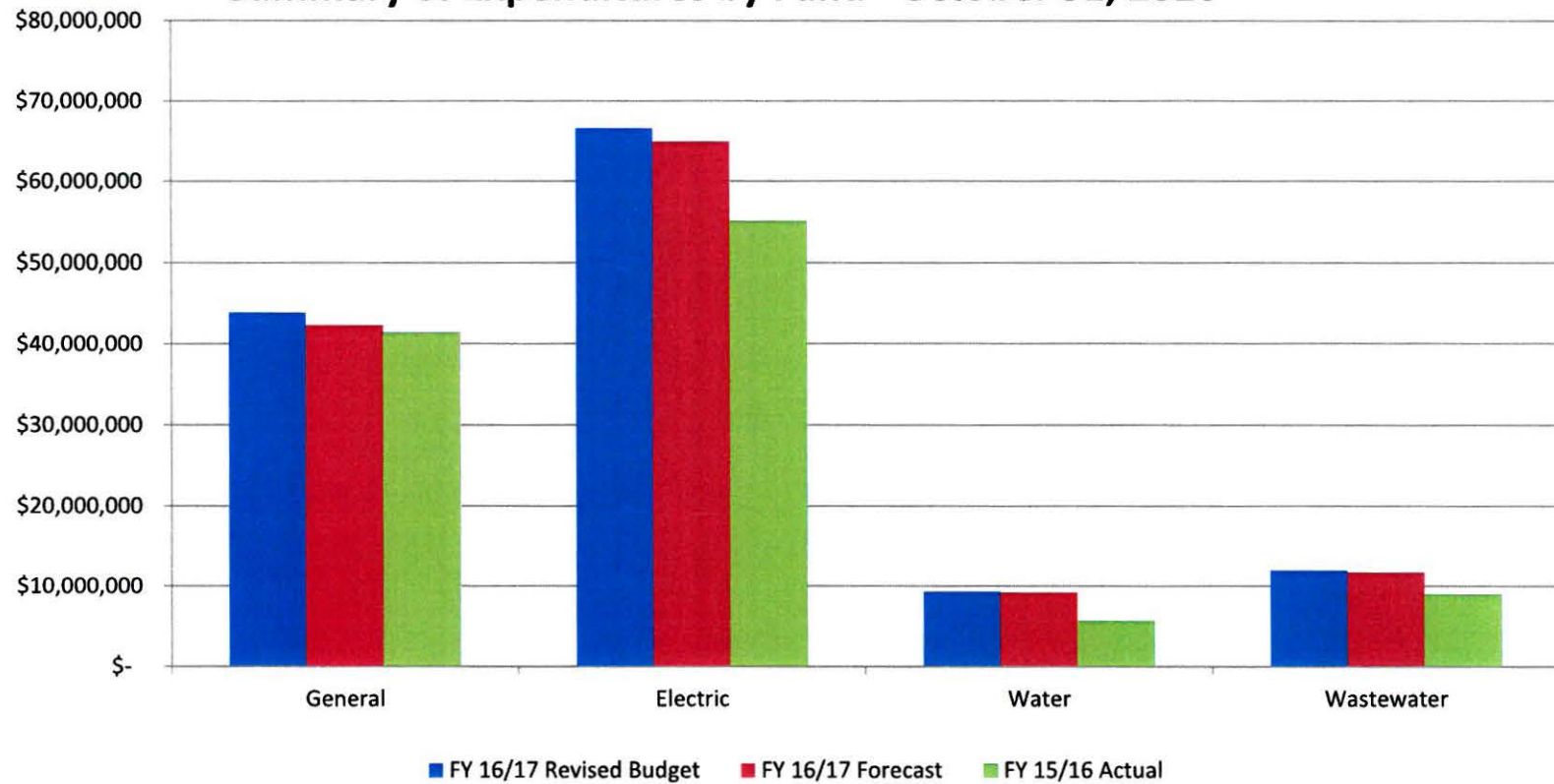
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
	FY 16-17 Original Budget	FY 16-17 Revised Budget	YTD Actual	YTD Actual vs Budget (%)	Prior YTD Actual	Inc/(Dec) from P/Y (%)	FY 16-17 Forecast	Forecast vs Revised Budget	Forecast vs Budget (%)	FY 15-16 Actual
Revenues										
User Charges	\$ 9,338,910	\$ 9,338,910	\$ 4,580,489	49.0%	\$ 4,121,954	11.1%	\$ 9,163,220	\$ (175,690)	-1.9%	\$ 8,119,316
Connection Charges	56,041	56,041	94,399	168.4%	37,192	153.8%	122,691	66,650	118.9%	85,511
MV/Equip/WC Reserve	306,671	306,671	306,671	100.0%	339,034	-9.5%	306,671	-	0.0%	339,034
Bond/IEPA Loan Proceeds	1,589,000	1,589,000	-	0.0%	-	0.0%	1,589,000	-	0.0%	-
Other	63,050	63,050	20,209	32.1%	29,255	-30.9%	65,186	2,136	3.4%	88,983
Non-Operating Revenue	-	-	-	0.0%	-	0.0%	-	-	0.0%	-
Transfers In	-	-	-	0.0%	-	0.0%	-	-	0.0%	-
Total Revenues	\$ 11,353,672	\$ 11,353,672	\$ 5,001,768	44.1%	\$ 4,527,435	10.5%	\$ 11,246,768	\$ (106,904)	-0.9%	\$ 8,632,844
Expenses										
Personal Services	\$ 2,055,930	\$ 2,056,530	\$ 1,051,207	51.1%	\$ 1,184,002	-11.2%	\$ 2,031,216	\$ (25,314)	-1.2%	\$ 2,063,823
Commodities	274,433	275,193	85,400	31.0%	115,911	-26.3%	251,948	(23,245)	-8.4%	263,443
Contractual	2,028,931	2,038,600	716,361	35.1%	964,547	-25.7%	1,910,691	(127,909)	-6.3%	2,265,072
Other Operating Expenses	298,783	298,843	263,563	88.2%	262,697	0.3%	282,688	(16,155)	-5.4%	2,304,644
Departmental Allocations	1,332,164	1,332,164	666,084	50.0%	645,528	3.2%	1,332,164	-	0.0%	1,281,297
Capital	2,875,000	3,292,799	675,821	20.5%	206,735	226.9%	3,292,799	-	0.0%	-
Debt Service	2,379,086	2,376,031	994,105	41.8%	959,772	3.6%	2,376,031	-	0.0%	565,017
Transfers Out	303,692	303,692	28,961	9.5%	31,606	-8.4%	303,692	-	0.0%	250,882
Total Expenses	\$ 11,548,019	\$ 11,973,852	\$ 4,481,502	37.4%	\$ 4,370,798	2.5%	\$ 11,781,229	\$ (192,623)	-1.6%	\$ 8,994,178
Surplus (Deficit)	\$ (194,347)	\$ (620,180)	\$ 520,266		\$ 156,637		\$ (534,461)	\$ 85,719		\$ (361,334)

Summary of Revenues by Fund - October 31, 2016



	Revenues		
	FY 16/17 Revised Budget	FY 16/17 Forecast	FY 15/16 Actual
General	\$ 43,192,643	\$ 42,858,347	\$ 42,303,361
Electric	\$ 67,162,853	\$ 67,711,133	\$ 60,647,922
Water	\$ 9,564,254	\$ 9,495,852	\$ 5,872,807
Wastewater	\$ 11,353,672	\$ 11,246,768	\$ 8,632,844

Summary of Expenditures by Fund - October 31, 2016



	Expenditures		
	FY 16/17 Revised Budget	FY 16/17 Forecast	FY 15/16 Actual
General	\$ 43,904,246	\$ 42,379,416	\$ 41,511,994
Electric	\$ 66,669,803	\$ 64,986,300	\$ 55,176,417
Water	\$ 9,327,952	\$ 9,216,209	\$ 5,676,354
Wastewater	\$ 11,973,852	\$ 11,781,229	\$ 8,994,178

General Fund Top 7 Revenue Sources - As of October 31, 2016

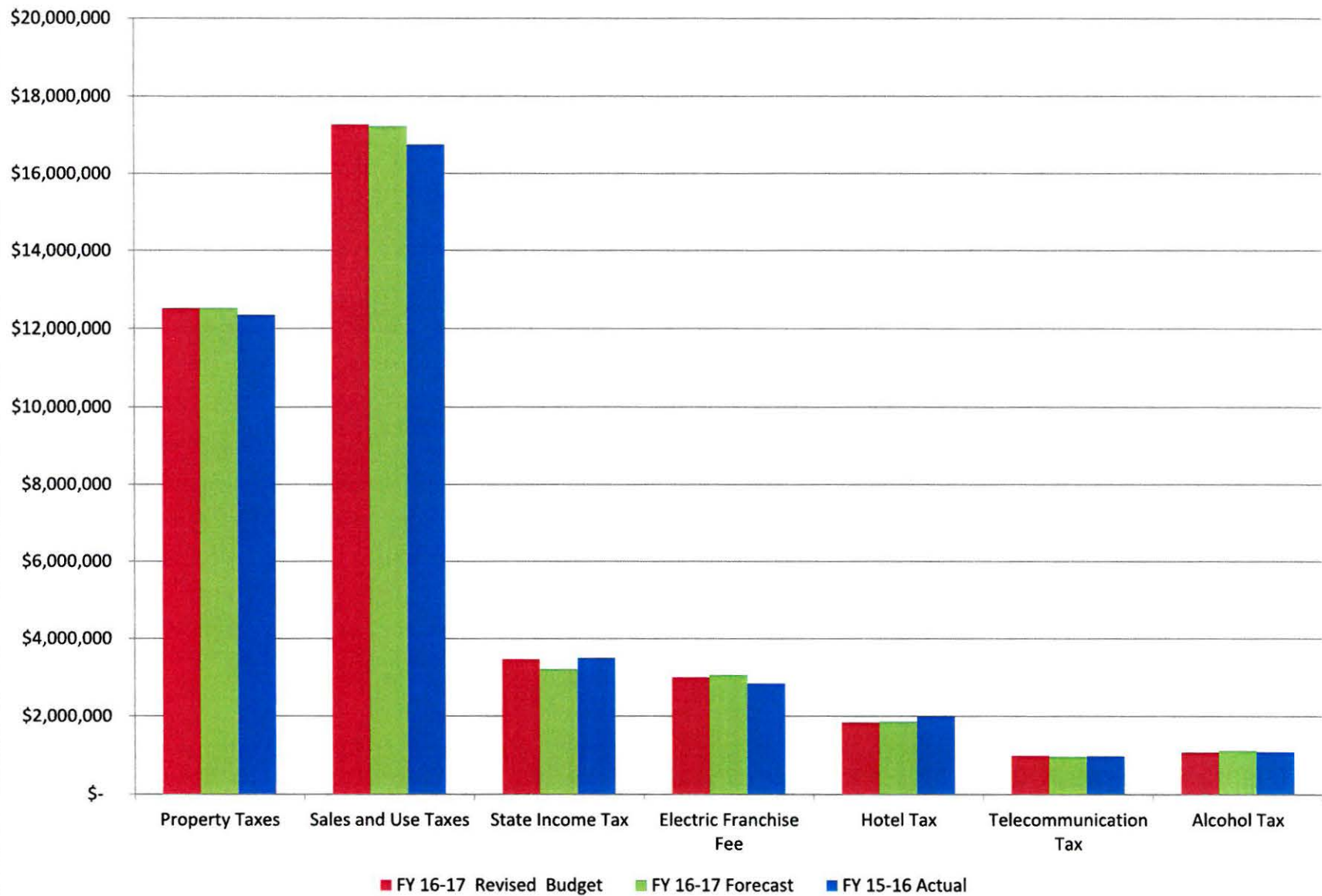
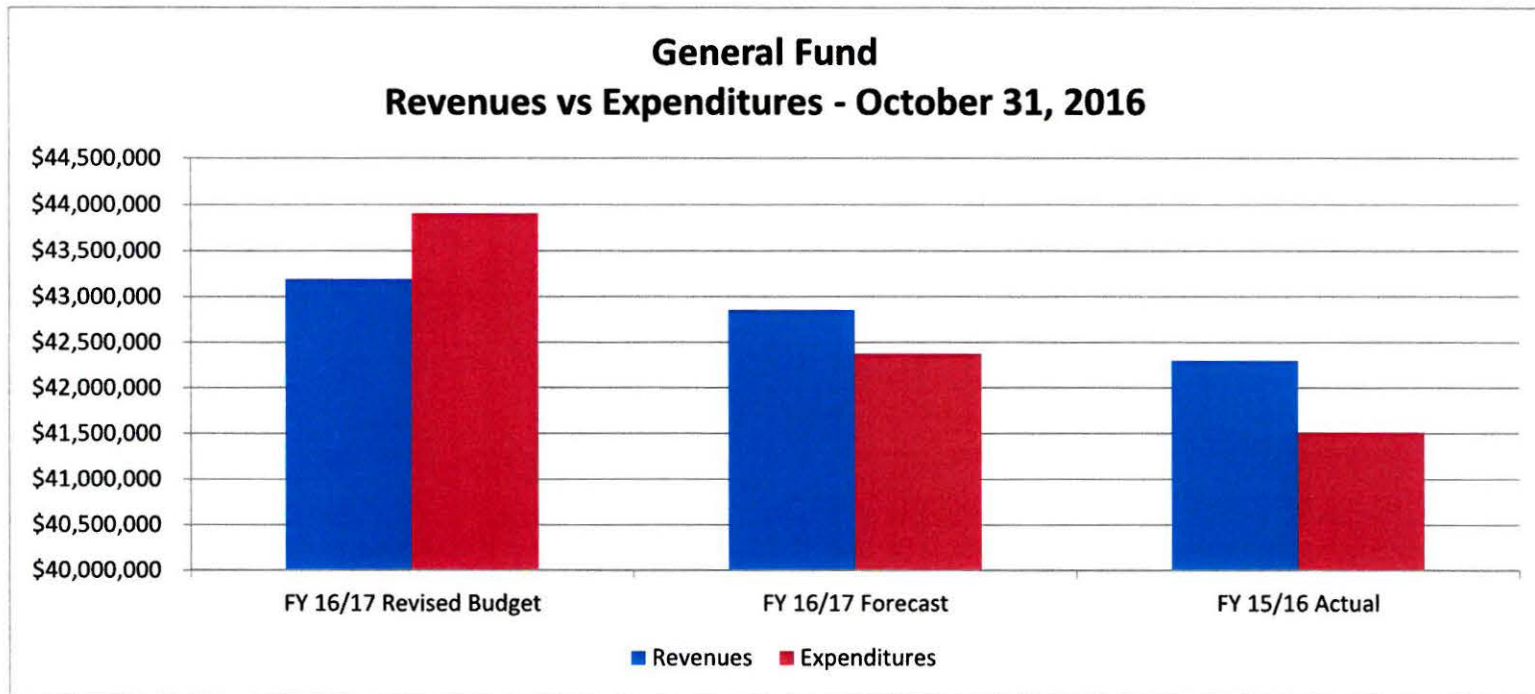
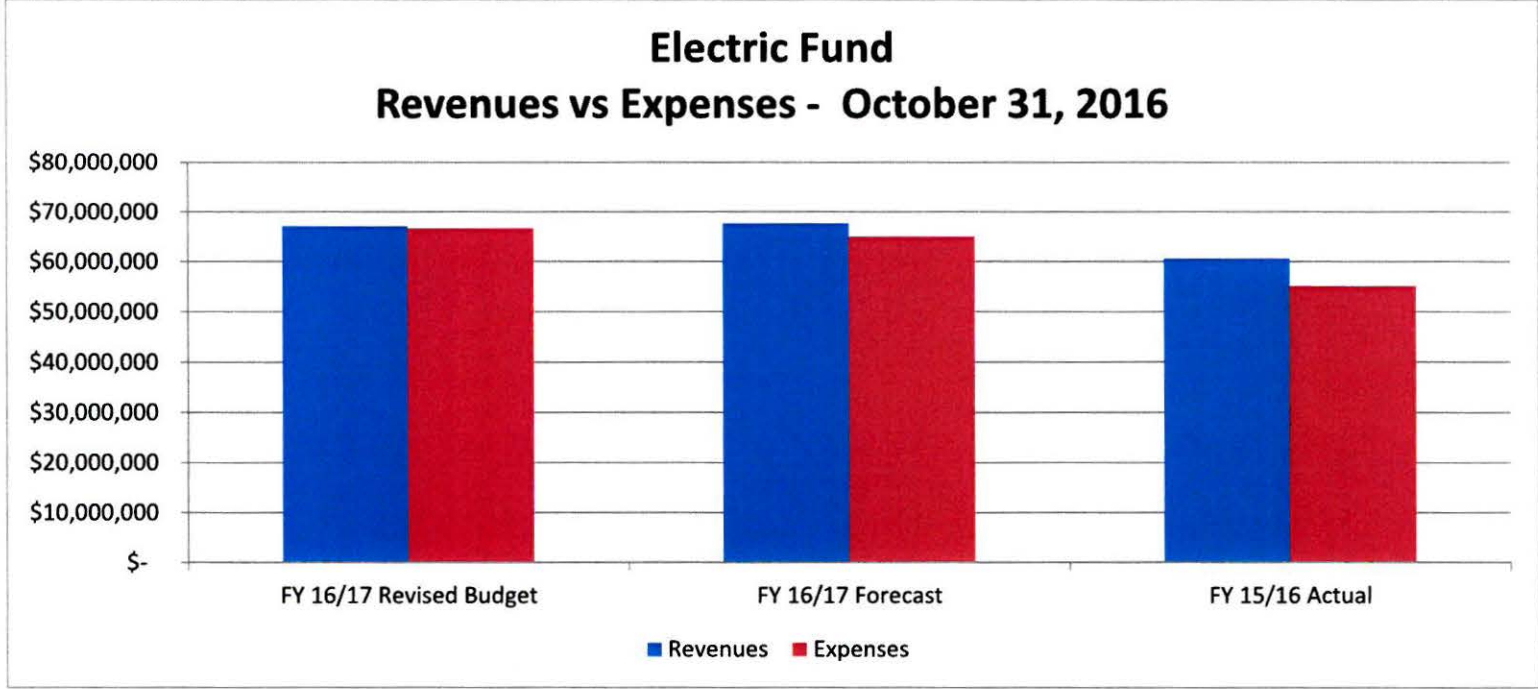


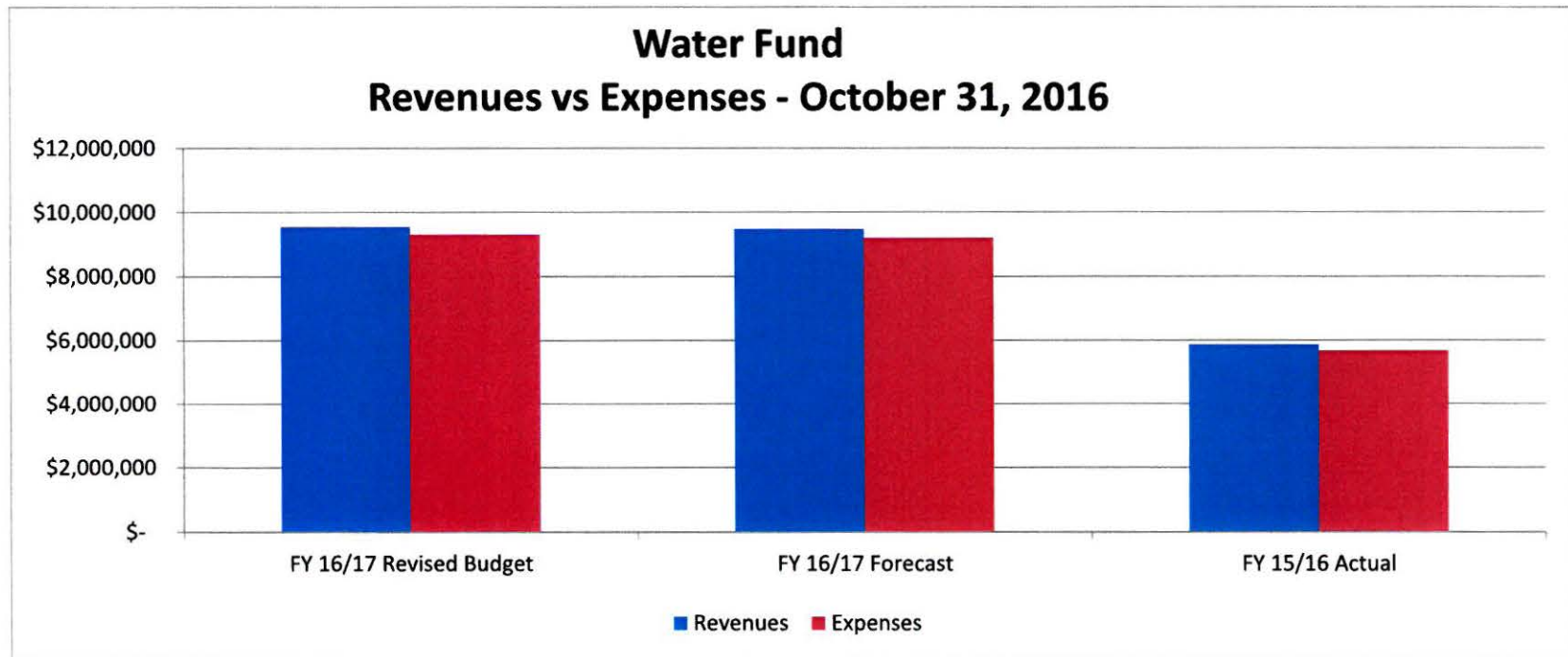
Chart 3



	General Fund		
	FY 16/17 Revised Budget	FY 16/17 Forecast	FY 15/16 Actual
Revenues	\$ 43,192,643	\$ 42,858,347	\$ 42,303,361
Expenditures	\$ 43,904,246	\$ 42,379,416	\$ 41,511,994
Surplus/Deficit	\$ (711,603)	\$ 478,931	\$ 791,367

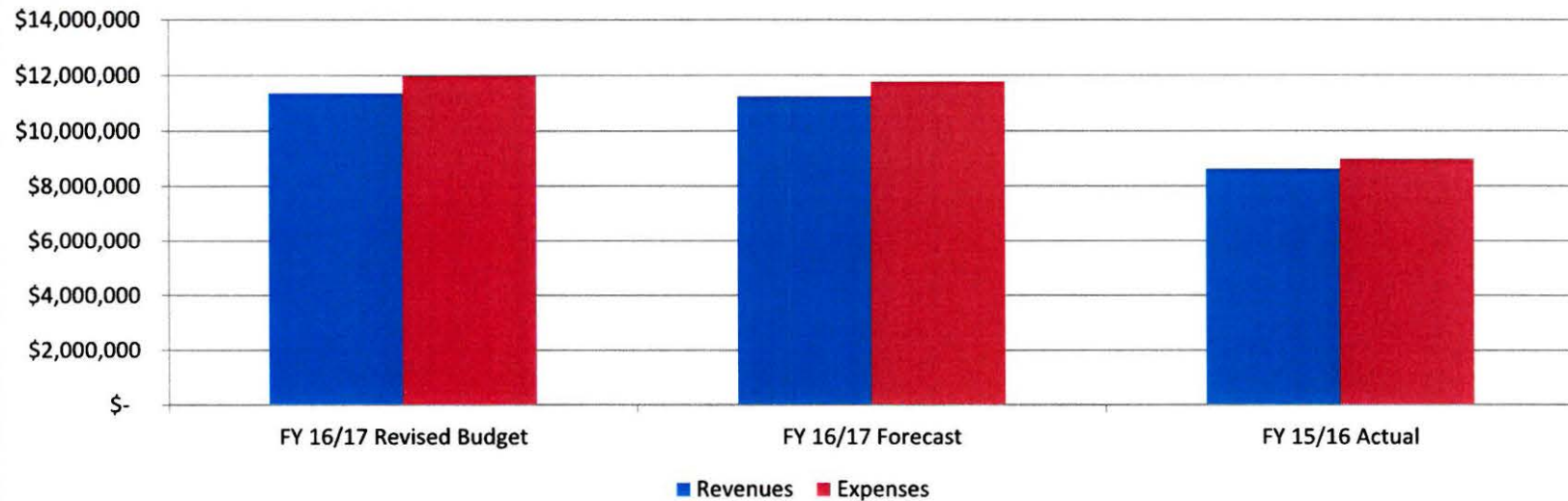


	Electric Fund		
	FY 16/17 Revised Budget	FY 16/17 Forecast	FY 15/16 Actual
Revenues	\$ 67,162,853	\$ 67,711,133	\$ 60,647,922
Expenses	\$ 66,669,803	\$ 64,986,300	\$ 55,176,417
Surplus/Deficit	\$ 493,050	\$ 2,724,833	\$ 5,471,505



	Water Fund		
	FY 16/17 Revised Budget	FY 16/17 Forecast	FY 15/16 Actual
Revenues	\$ 9,564,254	\$ 9,495,852	\$ 5,872,807
Expenses	\$ 9,327,952	\$ 9,216,209	\$ 5,676,354
Surplus/Deficit	\$ 236,302	\$ 279,643	\$ 196,453

Wastewater Fund Revenues vs Expenses - October 31, 2016



	Wastewater Fund		
	FY 16/17 Revised Budget	FY 16/17 Forecast	FY 15/16 Actual
Revenues	\$ 11,353,672	\$ 11,246,768	\$ 8,632,844
Expenses	\$ 11,973,852	\$ 11,781,229	\$ 8,994,178
Surplus/Deficit	\$ (620,180)	\$ (534,461)	\$ (361,334)