

AGENDA
THE CITY OF ST. CHARLES
GOVERNMENT OPERATIONS COMMITTEE
ALD. STEVE WEBER, CHAIR
MONDAY, OCTOBER 2, 2023
IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – 2 EAST MAIN STREET

1. Call to Order

2. Roll Call

3. Administrative

- a. Video Gaming Statistics August 2023

4. Omnibus Vote

Items with an asterisk (*) are considered to be routine matters and will be enacted by one motion. There will be no separate discussion on these items unless a council member/citizen requests, in which event the item will be removed from the consent agenda and considered in normal sequence on the agenda.

5. Information Systems

- *a. Recommendation to approve a **Resolution** Authorizing the Approval of a One-year Agreement with Four Kitchens, LLC in the Amount of \$39,000.
- b. Recommendation to Approve a **Resolution** to Execute an Agreement with Timmons Group, Inc. for Utility Network Migration Services in the Amount of \$113,000.

6. Finance Department

- a. Recommendation to accept the financial and other reports for the fiscal year ending April 30, 2023, including the Annual Comprehensive Financial Report, Independent Auditor's Report Pursuant to Uniform Guidance, Board Communication, Pension Fund Reports, TIF Compliance Reports, and Sales Tax Revenue Bond Compliance Report.
- b. Presentation of the FY 22-23 Audit and Financial Information, Highlights, and Trends related to the Annual Comprehensive Financial Report (ACFR) as of April 30, 2023.

7. Public Comment

8. Additional Items from the Mayor, Council or Staff


9. Executive Session

- Personnel – 5 ILCS 120/2(c)(1)
- Pending, 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)

10. 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 jcmahon@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).

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 3a
	Title:	Video Gaming Statistics August 2023 – Information Only	
	Presenter:	Chief of Police, Jim Keegan	
Meeting: Government Operations Committee		Date: August 21, 2023	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain):			
<p>Video gaming statistics as of August 2023, including businesses that have been approved by the State and St. Charles Police Department staff, businesses waiting for State approval, Illinois Gaming Board Video Gaming Report February 2012 – August 2023, and Illinois Gaming Board Video Gaming Report August 2023.</p>			
Attachments (please list):			
<p>Table - Currently licensed establishments/Pending applicants Illinois Gaming Board Video Gaming Report August 2023 Illinois Gaming Board Video Gaming Report February 2012- August 2023</p>			
Recommendation/Suggested Action (briefly explain):			
None – Information Only			

City of St. Charles

Video Gaming Statistics

August 2023

Pending Establishments

Dough Pros LLC	3rd Street Pub	11 N 3rd St, Unit B&C	St. Charles
VVAAMA INC.	Global Brew Tap House	2100 Prairie St	St. Charles

Licensed Establishments

1. ALEXANDER'S CAFE 64, INC.	Alexanders Cafe	1650 W. Main Street	St. Charles
2. ALIBI BAR & GRILL LTD.	ALIBI BAR & GRILL LTD.	12 N. 3rd Street	St. Charles
3. Alley 64, INC.	Alley 64	212 W. Main Street	St. Charles
4. BK & MM VENTURES LLC	ROOKIES 1, ALL-AMERICAN PUB	1545 W. Main Street	St. Charles
5. BRANDON WAYNE ENTERPRISES LLC	THE LEWIS	106 E MAIN ST	St. Charles
6. C&A Management Group LLC	Flagship on The Fox	100 S Riverside Ave.	St. Charles
7. CHARLIE FOX'S PIZZERIA & EATERY LLC	CHARLIE FOX'S PIZZERIA & EATERY	3341 W MAIN #7	St. Charles
8. Chums Shrimp Shack LLC	Chums Shrimp Shack	2115 W Main St	St. Charles
9. CMB STC LLC	The Hive Tavern and Eatery	204 W Main St	St. Charles
10. CRAZY FOX, LLC	THE CRAZY FOX BAR & GRILLE	104 E Main St	St. Charles
11. EL ELLE SEA, LLC	BOGART'S BAR	219 W. MAIN STREET	St. Charles
12. H & C HOSPITALITY, LLC	The Office Dining & Spirits	201 E Main St	St. Charles
13. HEALTH NUTS, LTD.	THE FILLING STATION	300 W. MAIN ST.	St. Charles
14. Jay's & N Inc.	Throwbacks Sports Bar	1890 W. Main Street	St. Charles
15. L. A. MANSON CORPORATION	ST. CHARLES BOWL	2520 W Main St	St. Charles
16. MARK VII HOSPITALITY LIMITED	Second Street Tavern	221 S. 2nd Street	St. Charles
17. NLHM Inc.	Brown's Chicken	1910 Lincoln Highway	St. Charles
18. Northwoods Pub & Grill Inc.	The Evergreen Pub & Grill	1400 W Main St	St. Charles
19. Onesti Entertainment Corporation	Arcada Theatre	105 E Main St	St. Charles
20. Riverside Pizza, Inc.	Riverside Pizza & Pub	102 E Main St	St. Charles
21. SAINT CHARLES SPORTS, LLC	SPOTTED FOX ALE HOUSE	3615 E. MAIN ST	St. Charles
22. SALERNO AND SONS, INC.	SALERNO'S ON THE FOX	320 N 2ND ST	St. Charles
23. SCMC ENTERPRISES, INC.	R HOUSE	214 W. Main St.	St. Charles
24. TAP HOUSE GRILL ST. CHARLES, LLC	Tap House Grill	3341 W MAIN ST	St. Charles
25. YUMMY PLACE BURRITO LOS ASADEROS INC.	BURRITO LOS ASADEROS INC.	2400 E. MAIN STREET	ST. Charles
26. St. Charles Lodge No. 1368, Loyal Order of Moose	St Charles Moose Lodge 1368	2250 W Rt 38	St. Charles
27. 222 Hospitality LLC	Whiskey Bend	222 W Main St	St. Charles

**ILLINOIS GAMING BOARD
VIDEO GAMING REPORT**

St. Charles

August 2023

9/14/2023

7:45 am

Municipality	Establishment	License Number	VGT Count	VGT Wagering Activity			VGT Income			VGT Tax Distribution				
				Amount Played	Amount Won	Net Wagering Activity	Funds In	Funds Out	Net Terminal Income	NTI Tax	State Share	Municipality Share		
St. Charles	222 HOSPITALITY LLC	230700133	6	\$87,996.97	\$81,657.67	\$6,339.30	\$21,355.00	\$15,015.39	\$6,339.61	\$2,155.45	\$1,838.47	\$316.98		
St. Charles	Alley 64, INC.	160702383	6	\$614,426.48	\$557,968.23	\$56,458.25	\$211,634.00	\$155,175.75	\$56,458.25	\$19,195.89	\$16,372.97	\$2,822.92		
St. Charles	BK & MM VENTURES LLC	160702415	6	\$577,614.31	\$526,253.25	\$51,361.06	\$196,458.00	\$145,159.11	\$51,298.89	\$17,441.61	\$14,876.66	\$2,564.95		
St. Charles	BRANDON WAYNE ENTERPRISES LLC	220701804	4	\$10,861.90	\$9,127.76	\$1,734.14	\$5,675.00	\$3,940.86	\$1,734.14	\$589.62	\$502.92	\$86.70		
St. Charles	C&A Management Group LLC	200702748	6	\$323,015.86	\$292,299.61	\$30,716.25	\$124,366.00	\$93,649.75	\$30,716.25	\$10,443.47	\$8,907.67	\$1,535.80		
St. Charles	CHARLIE FOX'S PIZZERIA & EATERY LLC	200701085	4	\$22,778.07	\$19,107.42	\$3,670.65	\$9,414.00	\$5,743.35	\$3,670.65	\$1,248.03	\$1,064.50	\$183.53		
St. Charles	Chums Shrimp Shack LLC	220700319	3	\$57,368.47	\$52,896.63	\$4,471.84	\$20,070.00	\$15,598.16	\$4,471.84	\$1,520.45	\$1,296.86	\$223.59		
St. Charles	CMB STC LLC	220700705	6	\$212,892.38	\$189,779.98	\$23,112.40	\$77,071.00	\$53,958.60	\$23,112.40	\$7,858.26	\$6,702.64	\$1,155.62		
St. Charles	CRAZY FOX, LLC	170701805	6	\$213,976.38	\$195,671.57	\$18,304.81	\$67,812.00	\$49,507.19	\$18,304.81	\$6,223.58	\$5,308.35	\$915.23		
St. Charles	EL ELLE SEA, LLC	210701595	6	\$389,766.35	\$350,346.38	\$39,419.97	\$118,092.00	\$78,672.03	\$39,419.97	\$13,402.87	\$11,431.86	\$1,971.01		
St. Charles	H & C HOSPITALITY, LLC	210703536	6	\$45,702.62	\$42,152.88	\$3,549.74	\$17,586.00	\$14,036.26	\$3,549.74	\$1,206.90	\$1,029.42	\$177.48		
St. Charles	HEALTH NUTS, LTD.	180702391	5	\$233,417.96	\$217,481.89	\$15,936.07	\$83,491.00	\$67,554.93	\$15,936.07	\$5,418.24	\$4,621.44	\$796.80		
St. Charles	Jay's & N Inc.	190704088	6	\$227,016.51	\$209,767.06	\$17,249.45	\$67,940.00	\$50,690.55	\$17,249.45	\$5,864.81	\$5,002.34	\$862.47		
St. Charles	L. A. MANSON CORPORATION	160703156	6	\$265,055.47	\$230,413.65	\$34,641.82	\$91,028.00	\$56,386.44	\$34,641.56	\$11,778.09	\$10,046.02	\$1,732.07		
St. Charles	MARK VII HOSPITALITY LIMITED	170702225	6	\$702,894.43	\$633,588.62	\$69,305.81	\$198,473.00	\$129,167.19	\$69,305.81	\$23,564.04	\$20,098.74	\$3,465.30		
St. Charles	NLHM Inc.	160702847	6	\$304,778.98	\$279,611.51	\$25,167.47	\$83,731.00	\$58,563.53	\$25,167.47	\$8,556.97	\$7,298.59	\$1,258.38		
St. Charles	Northwoods Pub & Grill Inc.	160702493	6	\$420,151.58	\$387,995.38	\$32,156.20	\$144,059.00	\$111,902.80	\$32,156.20	\$10,933.17	\$9,325.35	\$1,607.82		
St. Charles	Nuova Italia West Corp.	220702157	6	\$38,598.77	\$36,375.96	\$2,222.81	\$12,217.00	\$9,993.67	\$2,223.33	\$755.91	\$644.74	\$111.17		
St. Charles	Onesti Entertainment Corporation	160703007	6	\$123,789.09	\$113,285.90	\$10,503.19	\$60,963.00	\$50,459.81	\$10,503.19	\$3,571.14	\$3,045.97	\$525.17		
St. Charles	Riverside Pizza, Inc.	160702553	6	\$460,904.53	\$413,414.73	\$47,489.80	\$136,061.00	\$88,571.20	\$47,489.80	\$16,146.56	\$13,772.07	\$2,374.49		
St. Charles	SAINT CHARLES SPORTS, LLC	160702605	5	\$336,059.27	\$306,122.12	\$29,937.15	\$102,442.00	\$72,504.85	\$29,937.15	\$10,178.67	\$8,681.80	\$1,496.87		
St. Charles	SALERNO AND SONS, INC.	200701673	3	\$45,156.66	\$40,602.94	\$4,553.72	\$13,436.00	\$8,882.28	\$4,553.72	\$1,548.28	\$1,320.59	\$227.69		
St. Charles	SCMC ENTERPRISES, INC.	190702660	3	\$6,426.88	\$6,306.35	\$120.53	\$3,535.00	\$3,414.39	\$120.61	\$41.01	\$34.98	\$6.03		
St. Charles	St. Charles Lodge No. 1368, Loyal Order of Moose	160802392	6	\$124,835.17	\$116,343.77	\$8,491.40	\$43,463.00	\$34,971.65	\$8,491.35	\$2,887.01	\$2,462.45	\$424.56		
St. Charles	TAP HOUSE GRILL ST. CHARLES, LLC	170702248	6	\$330,473.30	\$291,179.49	\$39,293.81	\$100,825.00	\$61,531.19	\$39,293.81	\$13,359.95	\$11,395.25	\$1,964.70		
St. Charles	YUMMY PLACE BURRITO LOS ASADEROS INC.	190700390	6	\$215,756.16	\$197,421.70	\$18,334.46	\$67,069.00	\$48,734.53	\$18,334.47	\$6,233.72	\$5,317.00	\$916.72		
REPORT TOTAL:				26 Establishments	141	\$6,391,714.55	\$5,797,172.45	\$594,542.10	\$2,078,266.00	\$1,483,785.46	\$594,480.54	\$202,123.70	\$172,399.65	\$29,724.05

**ILLINOIS GAMING BOARD
VIDEO GAMING REPORT**


9/14/2023

7:45 am

St. Charles

January 2012 - August 2023

Municipality	Establishment	License Number	VGT Count	VGT Wagering Activity			VGT Income			VGT Tax Distribution		
				Amount Played	Amount Won	Net Wagering Activity	Funds In	Funds Out	Net Terminal Income	NTI Tax	State Share	Municipality Share
St. Charles	222 HOSPITALITY LLC	230700133	6	\$267,610.99	\$235,730.03	\$31,880.96	\$84,823.00	\$52,941.73	\$31,881.27	\$10,839.64	\$9,245.58	\$1,594.06
St. Charles	A'Salute' Inc.	160702452	5	\$2,091,601.88	\$1,923,949.67	\$167,652.21	\$577,279.00	\$409,626.79	\$167,652.21	\$50,296.35	\$41,913.65	\$8,382.70
St. Charles	ALIBI BAR & GRILL LTD.	150704430	5	\$448,186.83	\$410,300.14	\$37,886.69	\$160,719.00	\$122,831.26	\$37,887.74	\$11,705.71	\$9,819.24	\$1,886.47
St. Charles	Alley 64, INC.	160702383	6	\$48,010,942.07	\$44,331,924.02	\$3,679,018.05	\$15,993,248.00	\$12,314,155.30	\$3,679,092.70	\$1,198,847.48	\$1,014,892.61	\$183,954.87
St. Charles	BK & MM VENTURES LLC	160702415	6	\$37,251,215.25	\$34,209,383.63	\$3,041,831.62	\$11,196,160.00	\$8,154,188.66	\$3,041,971.34	\$990,573.84	\$838,474.99	\$152,098.85
St. Charles	BRANDON WAYNE ENTERPRISES LLC	220701804	4	\$204,596.98	\$184,156.14	\$20,440.84	\$85,677.00	\$65,236.16	\$20,440.84	\$6,949.99	\$5,927.96	\$1,022.03
St. Charles	C&A Management Group LLC	200702748	6	\$8,722,303.24	\$8,001,237.26	\$721,065.98	\$3,147,996.00	\$2,426,930.02	\$721,065.98	\$245,162.61	\$209,109.31	\$36,053.30
St. Charles	CHARLIE FOX'S PIZZERIA & EATERY LLC	200701085	4	\$740,835.15	\$671,434.25	\$69,400.90	\$263,327.00	\$193,925.82	\$69,401.18	\$23,596.71	\$20,126.62	\$3,470.09
St. Charles	Chums Shrimp Shack LLC	220700319	3	\$473,908.17	\$431,425.87	\$42,482.30	\$169,522.00	\$127,039.70	\$42,482.30	\$14,444.10	\$12,319.97	\$2,124.13
St. Charles	CMB STC LLC	220700705	6	\$3,008,082.00	\$2,751,485.64	\$256,596.36	\$1,098,818.00	\$842,221.64	\$256,596.36	\$87,243.06	\$74,413.20	\$12,829.86
St. Charles	CRAZY FOX, LLC	170701805	6	\$10,756,172.46	\$9,808,182.37	\$947,990.09	\$3,353,970.00	\$2,405,979.65	\$947,990.35	\$316,768.95	\$269,369.31	\$47,399.64
St. Charles	DAWN'S CAFE, LTD.	160702454	2	\$971,673.92	\$891,880.95	\$79,792.97	\$314,384.00	\$234,589.68	\$79,794.32	\$24,302.84	\$20,313.09	\$3,989.75
St. Charles	DAWN'S VOODOO ROOM, LTD.	170702226	3	\$131,639.05	\$114,092.97	\$17,546.08	\$48,098.00	\$30,551.92	\$17,546.08	\$5,263.94	\$4,386.62	\$877.32
St. Charles	EL ELLE SEA, LLC	210701595	6	\$8,641,718.46	\$7,875,938.90	\$765,779.56	\$2,781,977.00	\$2,016,175.59	\$765,801.41	\$260,372.93	\$222,082.77	\$38,290.16
St. Charles	GOLREN ENTERPRISES, INC.	160703386	5	\$2,363,441.27	\$2,169,177.13	\$194,264.14	\$822,559.00	\$628,294.86	\$194,264.14	\$58,279.92	\$48,566.66	\$9,713.26
St. Charles	H & C HOSPITALITY, LLC	210703536	6	\$1,823,080.21	\$1,630,621.99	\$192,458.22	\$530,278.00	\$337,819.78	\$192,458.22	\$65,436.05	\$55,813.10	\$9,622.95
St. Charles	HDF Entertainment, LLC	180702511	5	\$2,024,379.17	\$1,843,635.36	\$180,743.81	\$702,564.00	\$521,820.19	\$180,743.81	\$59,890.90	\$50,853.73	\$9,037.17
St. Charles	HEALTH NUTS, LTD.	180702391	5	\$9,135,097.41	\$8,312,956.21	\$822,141.20	\$3,206,106.00	\$2,383,964.80	\$822,141.20	\$275,725.05	\$234,617.80	\$41,107.25
St. Charles	Jay's & N Inc.	190704088	6	\$9,749,519.35	\$8,938,670.91	\$810,848.44	\$2,807,344.00	\$1,996,495.48	\$810,848.52	\$275,689.20	\$235,146.63	\$40,542.57
St. Charles	KILLOUGH LLC	160702650	4	\$323,128.13	\$297,527.05	\$25,601.08	\$127,669.00	\$102,067.92	\$25,601.08	\$7,680.48	\$6,400.40	\$1,280.08
St. Charles	L. A. MANSON CORPORATION	160703156	6	\$13,194,649.56	\$11,970,179.82	\$1,224,469.74	\$4,176,764.00	\$2,952,294.26	\$1,224,469.74	\$401,938.93	\$340,715.13	\$61,223.80
St. Charles	MARK VII HOSPITALITY LIMITED	170702225	6	\$38,043,534.50	\$34,923,368.84	\$3,120,165.66	\$10,888,252.00	\$7,768,059.84	\$3,120,192.16	\$1,032,571.93	\$876,562.07	\$156,009.86
St. Charles	NLHM Inc.	160702847	6	\$9,307,785.79	\$8,493,474.93	\$814,310.86	\$2,603,378.00	\$1,789,047.57	\$814,330.43	\$268,354.64	\$227,637.91	\$40,716.73
St. Charles	Northwoods Pub & Grill Inc.	160702493	6	\$29,867,008.81	\$27,237,052.87	\$2,629,955.94	\$9,919,779.00	\$7,289,812.11	\$2,629,966.89	\$856,089.70	\$724,591.12	\$131,498.58
St. Charles	Nuova Italia West Corp.	220702157	6	\$121,092.94	\$109,988.23	\$11,104.71	\$41,810.00	\$30,704.77	\$11,105.23	\$3,775.72	\$3,220.47	\$555.25
St. Charles	Onesti Entertainment Corporation	160703007	6	\$2,357,413.53	\$2,200,935.93	\$156,477.60	\$851,836.00	\$695,232.31	\$156,603.69	\$53,245.42	\$45,415.24	\$7,830.18
St. Charles	Panman, LLC	160703257	5	\$20,167.79	\$17,246.68	\$2,921.11	\$8,129.00	\$5,207.89	\$2,921.11	\$876.43	\$730.36	\$146.07
St. Charles	Pub 47 St Charles Inc.	180700422	5	\$451,127.23	\$407,893.79	\$43,233.44	\$150,077.00	\$106,843.56	\$43,233.44	\$12,970.29	\$10,808.58	\$2,161.71
St. Charles	Ram Restaurant Group Inc.,	180700820	5	\$332,529.45	\$302,216.78	\$30,312.67	\$121,311.00	\$90,998.02	\$30,312.98	\$9,094.21	\$7,578.51	\$1,515.70
St. Charles	Riverside Pizza, Inc.	160702553	6	\$21,539,815.35	\$19,656,904.57	\$1,882,910.78	\$6,897,302.00	\$5,014,104.29	\$1,883,197.71	\$622,492.60	\$528,332.64	\$94,159.96
St. Charles	SAINT CHARLES SPORTS, LLC	160702605	5	\$22,457,433.12	\$20,585,198.06	\$1,872,235.06	\$6,716,306.00	\$4,844,069.88	\$1,872,236.12	\$611,631.96	\$518,019.97	\$93,611.99
St. Charles	SALERNO AND SONS, INC.	200701673	3	\$984,932.38	\$891,289.86	\$93,642.52	\$314,654.00	\$221,011.48	\$93,642.52	\$31,838.68	\$27,156.54	\$4,682.14
St. Charles	SCMC ENTERPRISES, INC.	190702660	5	\$558,931.61	\$506,119.83	\$52,811.78	\$228,813.00	\$176,001.14	\$52,811.86	\$17,945.27	\$15,304.64	\$2,640.63
St. Charles	St. Charles Lodge No. 1368, Loyal Order of Moose	160802392	6	\$10,622,718.57	\$9,657,928.72	\$964,789.85	\$3,634,397.00	\$2,669,607.05	\$964,789.95	\$308,315.66	\$260,075.82	\$48,239.84
St. Charles	TAP HOUSE GRILL ST. CHARLES, LLC	170702248	6	\$17,521,503.37	\$16,148,460.18	\$1,373,043.19	\$5,505,105.00	\$4,132,059.48	\$1,373,045.52	\$457,688.44	\$389,035.89	\$68,652.55
St. Charles	YUMMY PLACE BURRITO LOS ASADEROS INC.	190700390	6	\$4,057,763.98	\$3,695,810.27	\$361,953.71	\$1,148,487.00	\$786,533.28	\$361,953.72	\$123,064.80	\$104,967.06	\$18,097.74
REPORT TOTAL:		36 Establishments	187	\$318,577,539.97	\$291,837,779.85	\$26,739,760.12	\$100,678,918.00	\$73,938,443.88	\$26,740,474.12	\$8,800,964.43	\$7,463,945.19	\$1,337,019.24

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 5*a										
	Title:	Recommendation to approve a Resolution Authorizing the Approval of a One-year Agreement with Four Kitchens, LLC in the Amount of \$39,000.											
Presenter:	Larry Gunderson, Director of Information Systems												
Meeting: Government Operations Committee		Date: October 2, 2023											
Proposed Cost: \$39,000	Budgeted Amount: \$45,990	Not Budgeted: <input type="checkbox"/>											
TIF District: None													
<p>Executive Summary (if not budgeted, please explain):</p> <p>The City maintains several websites as part of its mission to provide services to the community. These websites convey important information to the public, deliver online services to residents and enable collaboration among City staff. There are three core websites that the City maintains: the main City website (www.stcharlesil.gov), the City codebook, and an intranet site. To meet the City's needs for website technical support, beginning in November 2019 the Information Systems Department contracted with a services provider, Four Kitchens (previously known as Advomatic).</p> <p>The City expects the City's main website and the codebook site to be migrated to new platforms prior to the completion of the full term of this agreement. The agreement includes the ability to terminate the agreement upon a 60-day notice to Four Kitchens. Unused months of support will not be billed.</p> <p>The proposed scope of Four Kitchens' services includes maintaining security updates to City website software, technical support to IS Department staff, and support for staff who maintain content on the City's websites. The proposed one-year agreement with Four Kitchens, at the same cost as the previous agreement, covers November 2023 through October 2024.</p>													
<table border="1"> <thead> <tr> <th>Support</th> <th>Cost</th> </tr> </thead> <tbody> <tr> <td>stcharlesil.gov</td> <td>\$34,200</td> </tr> <tr> <td>Codebook</td> <td>\$2,400</td> </tr> <tr> <td>iNet</td> <td>\$2,400</td> </tr> <tr> <td style="text-align: right;">Total:</td> <td>\$39,000</td> </tr> </tbody> </table>				Support	Cost	stcharlesil.gov	\$34,200	Codebook	\$2,400	iNet	\$2,400	Total:	\$39,000
Support	Cost												
stcharlesil.gov	\$34,200												
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iNet	\$2,400												
Total:	\$39,000												
<p>Attachments (please list):</p> <p>Statement of Work-Continuous Care Submission, Resolution</p>													
<p>Recommendation/Suggested Action (briefly explain):</p> <p>Approve a one-year agreement for website support services to Four Kitchens, LLC for a not-to-exceed cost of \$39,000.</p>													

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

**Resolution Authorizing the Approval of a One-year Agreement with Four
Kitchens, LLC in the Amount of \$39,000**

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

WHEREAS, since 2019, Four Kitchens, LLC, and its predecessor, Advomatic, have provided website technical support to the City;

WHEREAS, since 2019, Four Kitchens, LLC has acquired a thorough understanding of the architecture and content of the City's three main websites;

WHEREAS, Four Kitchens, LLC has submitted pricing for monthly technical support for the period of one year, November 1, 2023 to October 31, 2024;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the renewal of an Agreement with Four Kitchens, LLC be approved in the submitted amount.

PRESENTED to the City Council of the City of St. Charles, Illinois, this ____ day of ____, 2023

PASSED by the City Council of the City of St. Charles, Illinois, this ____ day of ____, 2023

APPROVED by the Mayor of the City of St. Charles, Illinois, this ____ day of ____, 2023

ATTEST:

Lora Vitek, Mayor

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Resolution No. _____

Page 2

Abstain:

Exhibit

Statement of Work 3

Continuous Care Subscription

This Statement of Work 3 (“SOW”), effective November 1, 2023 (“Effective Date”), is attached to and made part of the Professional Services Agreement (“Agreement”), effective November 1, 2021, by and between Four Kitchens, LLC (“Four Kitchens,” “we,” “us,” “our”), and City Of St. Charles, IL (“City of St. Charles,” “you,” “your”). Capitalized terms used but not defined in this SOW shall have the meanings given to them in the Agreement. The terms in this SOW shall be in addition to and supplemental to all terms and conditions set forth in the Agreement. If there is any conflict or inconsistency between this SOW in the Agreement, the terms of this SOW shall be controlling.

1. Your Continuous Care Subscription. We will provide support, maintenance, improvements, and consulting on a monthly subscription basis for www.stcharlesil.gov, <http://codebook.stcharlesil.gov>, inet.stcharlesil.gov. We will perform work as directed by you. This is not an agreement to provide short-notice or emergency services to resolve system crashes or catastrophic events.

Your Continuous Care subscription begins November 1, 2023, and ends October 31, 2024.. The total cost is \$39,000, which includes:

- Continuous Care Improve 10 tier: \$2,850/month for 12 months (discounted \$145/month)

You requested that Four Kitchens support these additional sites:

- Two additional websites: \$200/month each for 12 months
 - City Municipal Code: <http://codebook.stcharlesil.gov> - additional \$200 per month
 - City Intranet: inet.stcharlesil.gov - additional \$200 per month

2. Continuous Care Tiers and Fees. All Continuous Care tiers include:

- Core CMS and module/plugin security updates. Our fees include up to five hours of core CMS and module/plugin security updates per month. If that cap is exceeded, we will apply Standard support hours and notify you in advance.
- Standard support hours (amount determined by tier).
- Option for additional and urgent support hours.
- Dedicated Project Manager.
- Site monitoring alerts.
- Team meetings (frequency determined by tier).
- Technical Audit and recommendations (one per year).
- Documentation repository.

Tier	Standard Hours	Monthly Fee	Includes
Improve	10	\$2,995 \$2,850	Everything listed above plus: 10, 15, or 20 Standard Hours; and quarterly team meetings
	15	\$3,995	
	20	\$4,995	
Advance	25	\$6,995	Everything listed above plus: 25, 30, or 35 Standard Hours; dedicated Technical Strategist; monthly team meetings; and one Website Strategy Review and Plan per year
	30	\$7,995	
	35	\$8,995	
Innovate	40	\$10,995	Everything listed above plus: 40, 45, or 50 Standard Hours; dedicated Technical Strategist; biweekly team meetings; one Website Strategy Review and Plan per year; and one Add-On Service per year
	45	\$11,995	
	50	\$12,995	

3. Types of Hours. Continuous Care includes three types of support hours:

- **Standard Hours (included).** Standard hours are hours available to you every month through the tier you select. Standard hours do not roll over from month to month if unused. All tasks, communication, and administrative time will be deducted from your standard hours each month. If the time necessary to complete a ticket exceeds your available standard hours, you can choose to put the work on hold until the next month or use additional hours. We will periodically communicate how many standard hours remain for the month.
- **Additional Hours (\$250/hour).** If you have used your standard hours for the month and would like to continue working (rather than pause the work until next month), you can request additional hours in writing on the ticket you want them applied to. We cannot guarantee the availability of additional hours but will do our best to provide them if we have the capacity to do so.
- **Urgent Hours (\$300/hour).** Urgent hours apply to requests that cannot wait and must be (1) prioritized immediately during business hours or (2) performed after business hours or on holidays. We cannot guarantee the availability of urgent hours but will do our best to provide them if we have the capacity to do so.

4. How We Will Work Together.

While we are supporting your website, we will:

- Monitor and update tickets and communicate our progress
- Work within the parameters set in this SOW as efficiently as possible
- Make recommendations for refinements to your site that improve its functionality and/or align with your strategic goals and implement these refinements with your up-front approval
- Apply critical security updates within 1 business day of their public release
- Apply non-critical updates within 10 business days of their public release
- We'll work with you to place any non-critical tickets into the backlog queue as far in advance as we can and adjust the priority as needed based on importance.

While we are supporting your website, you agree to:

- Submit all support requests through our online ticketing system so that all information and subsequent communication are captured in a single location
- Respond promptly to requests for information and/or necessary assets related to the service ticket so that work can continue uninterrupted
- Indicate via our ticketing system if work should stop or if the scope of the task should change
- Approve completed work for deployment in a timely manner

5. **Out of Scope.** The following work is out of scope: requests for new designs, sections, or templates; projects with a deadline; and projects that are not sufficiently defined and require the creation of a detailed roadmap. This work may be performed as an add-on request for an additional fee or as a separate project. A project manager will contact you to discuss how to fulfill your request most efficiently.

Additionally, we will have no obligations with regard to the following services:

- Creating, editing, managing, or licensing content or media (e.g., images and videos).
- Hosting your website(s) or system(s).

6. **Tier Changes.** If you need to change your available standard hours or monthly fee, you can move to a different tier with 30 days' advance notice. You will be eligible for a Website Strategy Review and/or Add-On Service included in higher tiers after 12 total months of cumulative service at that tier.

7. **Additional Websites.** Continuous Care includes support for one website. Additional websites can be added to your subscription for a monthly fee, which we will determine after reviewing the sites. If you approve the fee, we will amend this SOW to include the additional websites and increase your monthly fee accordingly.

8. **Business Hours.** Our business hours are 10am–6pm Eastern Time, Monday–Friday. We do not guarantee service outside of business hours or on holidays. Below is a list of holidays when we are closed. Team members outside of the United States may observe other local holidays.

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Independence Day
- Juneteenth

- Labor Day
- Indigenous Peoples' Day
- Web Chef Retreat (1 week in Winter 2024)
- Veterans Day
- Thanksgiving Break (Thanksgiving and the day after)
- Winter Break (typically December 24–31)

9. Invoicing and Payment.

- We will invoice you on the first of the month before the month in which services will occur. For example, we will invoice you on September 1 for October's subscription, and payment will be due September 30.
- Additional and Urgent Hours, if any, will be billed on a time-and-materials basis every month in arrears.
- Setup and service will begin after payment is received. We reserve the right to prorate or adjust hours at our discretion if payment is late.
- On request, we will provide you with a report of how your hours were used the previous month.

10. Renewal and Cancellation.

- To accommodate inflation and rising costs, we will increase our fees and rates 5% annually based on the Effective Date of this SOW. These new rates will apply to renewals of this SOW and future SOWs.
- Either party may cancel this subscription at any time in writing with 60 days' advance notice.




Four Kitchens, LLC:

By	
Name	Si Robins
Title	Director of Business Development
Address	9450 SW Gemini Dr PMB 85198 Beaverton, OR 97008-7105

City Of St. Charles, IL:

By	
Name	
Title	
Address	

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 5b
	Title:	Recommendation to Approve a Resolution to Execute an Agreement with Timmons Group, Inc. for Utility Network Migration Services in the Amount of \$113,000	
	Presenter:	Eric Creighton, GIS Coordinator	
Meeting: Government Operations Committee		Date: October 2, 2023	
Proposed Cost: \$113,680		Budgeted Amount: \$115,000	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary <i>(if not budgeted please explain):</i>			
<p>The City’s Geographic Information System (GIS) is a core technology that is used at the City for many essential business processes, including management of property information, emergency operations, and utility infrastructure. The City’s Strategic Plan identified Organizational Resiliency as a strategic priority. This proposed project helps to achieve the related goal of implementing technology, such as GIS, to improve processes and increase efficiencies.</p> <p>The existing Utility GIS database model has served the City well the past 15 years for the collection and growth of the water, sanitary, stormwater and electric utilities. With the existing database model nearing end of support, the City is adopting the industry standard Esri Utility Network data model. The Utility Network provides a standard database model that will easily integrate with future systems, extend editing capabilities to City staff on web and mobile platforms, and improve data integrity. The Utility Network also provides the enhanced functionality of network tracing. Network tracing allows City staff to isolate areas, return customer information, or filter specific data for portions of a utility, or the entire utility.</p> <p>In order to migrate the City’s utilities to the Utility Network, a project was budgeted and approved in the FY 24 Capital Budget. A Request for Proposal was published earlier this year and five responses were received. After evaluation of the RFP responses, two vendors were shortlisted, and follow up discussions were conducted with the shortlisted vendors. Based on qualifications, experience, and cost, the Timmons Group was selected to lead the Utility Network migration. Timmons Group is an engineering company and an Esri-certified Utility Network Specialty Partner, with more than 20 years in utility GIS services and multiple successful Utility Network migrations.</p> <p>This recommendation is for Phase One (of three phases) of the project. The scope of work for Phase One includes the following tasks:</p> <ul style="list-style-type: none"> • Discovery sessions with GIS and Public Works staff to understand business needs and to identify data gaps and future requirements for the Water, Stormwater, and Sanitary utilities, • Data readiness assessment resulting in a data cleanup plan for these three utilities, • Database and data modeling designs for the Water system, and • Migration of the City’s Water system to the Utility Network. 			

Future phases, with associated future project award recommendations, are to follow for the migration of Stormwater, Sanitary, or Electric utilities into the Utility Network using artifacts produced in Phase One.

Attachments (please list):

- Resolution
- Professional Services Agreement (excluding exhibits)

Recommendation/Suggested Action (briefly explain):

Recommendation to approve an agreement with Timmons Group for \$113,680 for Utility Network Migration Services.

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

**A Resolution to Execute an Agreement with Timmons Group, Inc. for Utility
Network Migration Services in the amount of \$113,000**

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

WHEREAS, the City's Geographic Information Systems is a core technology that is used at the City for many essential business processes; and

WHEREAS, the City's Geographic Information Systems' current data model is non-standard and will become unsupported; and

WHEREAS, a City strategic direction is to ensure organizational resilience by implementing technology to improve processes and increase efficiencies; and

WHEREAS, the Information Systems Department solicited a Request for Proposal for Utility Network Migration Services; and

WHEREAS, Timmons Group, Inc. submitted a proposal that met the City's requirements at the best value;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that an Agreement be approved with Timmons Group, Inc. in the submitted amount.

PRESENTED to the City Council of the City of St. Charles, Illinois, this ____ day of
, 2023.

PASSED by the City Council of the City of St. Charles, Illinois, this ____ day of
, 2023.

APPROVED by the Mayor of the City of St. Charles, Illinois, this ____ day of _____ ,
2023.

Lora Vitek, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

St. Charles Agreement for Professional Services Utility Network Migration Services

This agreement for professional services ("**Agreement**") has been awarded on October 2nd, 2023 by City Council / or / by City Administration and is between the City of St. Charles, an Illinois home rule municipal corporation ("**City**"), located at 2 East Main Street; St. Charles, Illinois 60174 and Timmons Group ("**Professional Service Provider**") (Inc), located at 1001 Boulders Pkwy Suite 300, Richmond, VA, 23225. City and Professional Service Provider are at times collectively referred to hereinafter as the "Parties."

RECITALS

Whereas, the City issued Request for Proposal # IS2023-5 (**Solicitation**) for professional services entitled Utility Network Migration Services ("**Project**");

Whereas, the Professional Service Provider submitted an offer (**Offer**) in response to the Solicitation and the Professional Service Provider represents that it is ready, willing and able to perform the services specified in the project;

Whereas, the Offer was found to meet the City's requirements as specified in the solicitation;

Whereas, the City awarded the Professional Service Provider the Project, phase #1 in a total amount not to exceed \$113,680; [Phases not listed have not been awarded.]

Now therefore, in consideration of the foregoing and for the mutual promises hereinafter set forth and for other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows to the following terms and conditions:

Article 1: Contract Documents

- A. Incorporated Documents.** The Contract documents consist of this Agreement and the following attached exhibits. These attachments along with this Agreement represent the entire integrated Contract between the parties and supersede any and all prior negotiations, representations or agreements, written or oral.
- The City's Purchase Order document, to be generated as the Work May Proceed document upon contract execution, is incorporated as the first page of this Contract and said Purchase Order Number will become the identification number for this contract and thus must be referenced on all related documents, inclusive of invoices.
 - The City's solicitation and all related documents is attached as **Exhibit A**
 - The Professional Service Provider's offer and all related documents is attached as **Exhibit B**
 - Insurance Coverage for Professional Service Provider is attached as **Exhibit C**
 - Change Order Form, which is the sole vehicle authorized to amend contract, is attached as **Exhibit D**
- B. Controlling Document.** In the event of a conflict between this Agreement and any attachment or exhibit, the provisions of this Agreement shall control.

Article 2: Services Contracted

- A. Scope of Services.** Professional Service Provider shall provide awarded Services in accordance with the Project Requirements stated within the City's Solicitation [**Exhibit A**], and the Offer submitted by the Professional Service Provider [**Exhibit B**].
- Truthful and Accurate.** Professional Service Provider represents that such material and information furnished in connection with the Solicitation and this Contract is truthful and accurate.
 - Necessary Documentation.** Professional Service Provider acknowledges that it has furnished exhibits, as listed previously, and will continue to furnish requested and necessary documentation, including but not limited to certifications, affidavits, reports and other information.
 - Ownership of Project Documents.** All drawings, specifications, reports, and any other project documents prepared by the Professional Service Provider in connection with any or all of the project

services shall be delivered to the City for the expressed use of the City. The Professional Service Provider does have the right to retain original documents, but shall cause to be delivered to the City such quality or documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans, and specifications shall be the sole property of the City unless otherwise specified within this negotiated Contract. The Professional Service Provider agrees that the basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Professional Service Provider pursuant to the Contract will be made available, upon request, to the City without cost and without restriction or limitations as to their use. All field notes, test records, and reports shall be available to the City upon request.

B. Status of Independent Professional Service Provider. Both City and Professional Service Provider agree that Professional Service Provider will act as an Independent Professional Service Provider in the performance of the Project. Accordingly, the Independent Professional Service Provider shall be responsible for payment of all taxes including federal, state, and local taxes arising out of the Professional Service Provider's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, social security tax, and any other taxes or license fees as may be required under the law. Professional Service Provider further acknowledges under the terms of this Contract, that it is not an agent, employee, or servant for the City for any purpose, and that it shall not hold itself out as an agent, employee, or servant of the City under any circumstance for any reason. Professional Service Provider is not in any way authorized to make any contract, agreement or promise on behalf of the City, or to create any implied obligation on behalf of City, and Professional Service Provider specifically agrees that it shall not do so. City shall have no obligation to provide any compensation or benefits to Professional Service Provider, except those specifically identified in this Contract. City shall not have the authority to control the method or manner by which Professional Service Provider complies with the terms of this Contract.

Article 3: Term

- A. Term.** This Contract becomes effective upon the latter of the date accepted and signed by the City and the date accepted and signed by the Professional Service Provider and terminates upon completion of Project as defined in writing by the City. Alteration in termination may occur prior to completion of Project in accordance with the following conditions.
- B. Termination of Contract.** The City has the right to terminate this Contract, in whole or in part at any time. Written notice of termination is to be served by the City to the Professional Service Provider's principal or Professional Service Provider's agent personally or by certified or registered mail, return receipt requested. In the event of termination, the City shall pay the Professional Service Provider for satisfactory services performed as of the effective date of termination. The effective date of termination releases the City from any obligations under this Contract. Professional Service Provider shall deliver to the City any finished and unfinished documents, drawings, studies and reports related to the Project. All such documents, studies and reports shall become the property of the City. The City may terminate this Contract, or any portion of it, as is reasonably necessary in accordance with the following conditions:
- a. **Substitution of Key Personnel.** Should any of the key personnel identified in the offer become unavailable to work on the project; and should no temporary replacement personnel be provided within 24 hours following the commencement of the subject key personnel's unavailability; and/or should no permanent substitute personnel reasonably satisfactory to the City be provided within thirty (30) days of key personnel's unavailability; the City may, at its election, declare breach of contract and terminate the contract for non-performance.
 - b. **Non-performance.** Non-adherence to the terms of this Contract and its incorporated documents on the part of the Professional Service Provider is grounds for termination of the Contract. The City will notify the Professional Service Provider in writing with a 24-hour notice specifying the effective date of termination. In the event of termination due to non-performance on the part of the Professional Service Provider, the City has the authority to contract with an alternate Professional Service Provider to complete

this Contract. The Professional Service Provider shall be liable to the City for all incidental and consequential expenses incurred in procuring and securing an alternate Professional Service Provider, including any loss due to alternate Professional Service Provider compensation. The City may deduct expenses and loss, due to breach, from payment to the Professional Service Provider for services already performed. Failure to deduct expenses and losses from the City's payment to the Professional Service Provider does not relieve the Professional Service Provider from the Terms of this condition nor bar the City from seeking alternative legal remedies.

- c. **Unappropriated Funds.** If sufficient funds have not been appropriated to cover the estimated requirement of this Contract, the City may terminate this Contract. The City may terminate for unappropriated funds by serving the Professional Service Provider with a fourteen (14) day written notice specifying the effective date of termination. On that specified termination date, this Contract and all contractual obligations will end. If this Contract is terminated by the City for unappropriated funds after performance by the Professional Service Provider has commenced, the termination date controls the final invoice by the Professional Service Provider for previous services under this Contract. The termination date controls all payment obligations of the City to the Professional Service Provider. Payment by the City to the Professional Service Provider upon termination for unappropriated funds constitutes full satisfaction for services rendered.
- d. **Convenience.** Termination for convenience does not necessitate a reason. The City may terminate for convenience by serving the Professional Service Provider with a seven (7) day written notice specifying the effective date of termination. On that specified termination date, this Contract and all contractual obligations will end. If this Contract is terminated by the City for convenience, the termination date controls the final invoice by the Professional Service Provider for previous services under this Contract. The termination date controls all payment obligations of the City to the Professional Service Provider. Payment by the City to the Professional Service Provider upon termination for convenience constitutes full satisfaction for services rendered.
- e. **Force Majeure.** A party shall not be held liable for failure of or delay in performing its obligations under this Contract if failure of delay is a result of an event of outside force, including a natural disaster, "Act of God", act of war, act of terrorism, government sanction or strike that could not be foreseen or avoided by prudence. Once performance is delayed by this event of outside force, the non-performing party must make every reasonable attempt to minimize delay. Once performance has been delayed one-hundred and twenty (120) days, performance is considered impracticable due to impossibility, and either party may terminate this Contract.

C. **Stop Work.** The City may, at any time by written order, require the Professional Service Provider to stop all or part of the services required by this contract. Upon receipt of such an order, the Professional Service Provider shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. The City will pay for costs associated with suspension provided they are deemed reasonable by the City.

Article 4: Compensation

- A. **Price.** The City shall pay the Professional Service Provider for Services in accordance with the amounts set forth in the Offer. [Exhibit B] The maximum price stated on page 1 of this agreement may not be increased unless the City's Project Manager is provided with supporting documentation to warrant a change, and if upon review and acceptance, a written change order is approved. All change orders shall be by written schedule on a City Change Order form [Exhibit D], and shall be attached as an amendment to this Contract.
- B. **Invoicing.** The Professional Service Provider shall submit an itemized invoice with all supporting documentation as required by the City. Supporting documentation may include, but is not limited to: a supporting schedule of hours worked making explicit the percentage of completion of services as of the date of the invoice; receipts for travel, postage, duplication, subcontracted services; supplier's invoices to justify material mark-up; certified payroll; waivers of lien; and supplier's invoices to justify material mark-up.

- C. **Invoice Submittals.** All invoices must be submitted directly to AccountsPayable@stcharlesil.gov and reference Purchase Order number. Invoices submitted in any other manner will result in a delay of payment.
- D. **Payment.** The City shall make all payments in accordance with the Illinois Local Government Prompt Payment Act or Professional Service Provider's invoice, whichever is more favorable to the City.
 - a. **Schedule of Payment.** The City shall make all payments on the basis of approved invoices and supporting documents. The City shall use its best efforts to make payments within thirty (30) days after review and approval of the invoice. Each payment requires City Council's approval of the Expenditure Approval List which occurs at publicly scheduled meetings.
 - b. **Non-Payment.** All invoices must be submitted to the City within two (2) months of the Professional Service Provider's final performance on this Contract. The City shall not pay any invoices submitted in excess of two (2) months from the date of last service performed per this Contract.

Article 5: Duties

- A. **Consent and Approvals.** The City and the Professional Service Provider represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Contract and its contemplated undertakings.
- B. **Insurance.** The Professional Service Provider shall, during the entire term of this Contract, maintain, at a minimum, the insurance minimums as specified in the Solicitation and under the terms stipulated In **Exhibit C**.
- C. **Standard of Performance.** The Professional Service Provider warrants that the service provided, under the fully incorporated Contract, by the Professional Service Provider and any and all employees, agents, Professional Service Providers, or subcontractors is performed by individuals who are authorized under all applicable licenses and certifications, and who have completed the requisite training as required by industry standards, professional standards, manufacturers' requirements, and statute. Performance by these parties shall be with the degree, skill, care and diligence customarily required of a professional performing service of comparable scope, purpose and magnitude and in conformance with the applicable industry standards. The Professional Service Provider and its employees, agents, Professional Service Providers, or subcontractors shall perform in strict compliance with the laws and regulations of the City, State, and federal government.
- D. **Best Efforts.** The Professional Service Provider shall use its best efforts to assure timely and satisfactory rendering and completion of services under this Contract. The Professional Service Provider shall remain solely responsible for the professional and technical accuracy of all services and deliverables furnished, whether such service is rendered by the Professional Service Provider or others on its behalf including, and without limitation, subcontractors, employees, agents, manufacturers, suppliers, fabricators, and consultants. The Professional Service Provider is not to be relieved from its duty to use best efforts, pursuant to the Contract, by the City's review, approval, acceptance, or payment for any of the agreed to services. Any change to the character, form quality or extent of the Project shall be in writing on a City Change Order form [**Exhibit D**], and attached as an addendum to this Contract.
- E. **Non-disclosure.** The Professional Service Provider, its employees, agents, consultants, or subcontractors may have access to the City's confidential information during performance of this Contract. Confidential information includes, but is not limited to, methods, processes, formulas, compositions, systems, techniques, computer programs, databases, research projects, resident identification and contact information, financial data, and other data. The Professional Service Provider shall not directly or indirectly use, disclose or disseminate confidential information to any third party for any purpose other than a purpose explicitly allowed for in this Contract and its integrated documents.
- F. **No Duty.** The Professional Service Provider shall not imply any authority to act as an agent of the City. The Professional Service Provider's duties to the City are limited by express authorization under this Contract and by statute.
- G. **Hold Harmless and Indemnification.**
 - a. **Patents and Copyrights.** The Professional Service Provider warrants that all products used or provided in the fulfillment of this Contract will not infringe on any United States or foreign patent. Professional

Service Provider shall indemnify the City against any and all judgments, decrees, legal fees, costs and expenses resulting from such alleged infringement. Professional Service Provider will, upon request of the City and at the Professional Service Provider's own expense, defend any suit or action which may be brought against the City by reason of any alleged infringement of any patent or copyright in the sale or use of products provided to the City by the Professional Service Provider.

- b. **Loss and Liability.** The Professional Service Provider shall hereby defend and indemnify the City, its directors, agents, officers, employees, and elected officials from and against any and all liabilities, losses, claims, demands, damages, costs, fines, penalties, expenses, judgments, and settlements, including, but not limited to, reasonable attorneys' fees and costs of litigation, and any and all causes of action of any kind or character, that may be incurred as a result of bodily injury, sickness, death, or property damage or as a result of any other claim or suit arising out of or connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of any agent, employee, subcontractor, Professional Service Provider, or contractor hired to provide any goods or perform any services on behalf of the Professional Service Provider.

Article 6: Policies

- A. **Illinois Freedom of Information Act.** The Professional Service Provider acknowledges the requirements of the Illinois Freedom of Information Act (FOIA). Professional Service Provider agrees to comply with all requests made by the City for public records (as defined in FOIA § 2(c)) in the undersigned's possession and/or their subcontractors/suppliers' possession.
 - a. **Timeliness.** The Professional Service Provider shall provide the requested public records to the City within two (2) business days of the City's request.
 - b. **Free of Charge.** The Professional Service Provider agrees not to apply any costs or charge any fees to the City for the procurement of the requested records pursuant to a FOIA request.
 - c. **Hold Harmless.** Should the Professional Service Provider deny the City's request unlawfully or request that the City utilize a lawful exemption available under FOIA, Professional Service Provider agrees to pay any and all costs connected with the defense of the Professional Service Provider's denial. All costs include reasonable attorney and witness fees, filing fees and other expenses related to the defense of a complaint. The Professional Service Provider agrees to indemnify the City against any and all claims, costs, penalties, losses and injuries arising out of or relating to its failure to provide the requested public records to the City under this Contract.
- B. **Discrimination Prohibited.**
 - a. **Equal Employment Opportunity.** The Professional Service Provider shall comply with all rules and regulations pertaining to public contracts adopted by the State and the City. The City is an equal opportunity employer.
 - b. **ADA.** The Professional Service Provider shall be in compliance with current applicable regulations of the Americans with Disabilities Act.

Article 7: Changes to Contract

- A. **Changes and Alterations.** Any changes or alterations to this Project affecting, inclusive of but not limited to: scope, cost, terms, milestones, deadlines or other significant factors shall be integrated in writing on a City of St. Charles Change Order form. **[Exhibit D]**
- B. **Extension or Renewal of Contract.** The City at its option may extend this Contract for an additional to be determined term if the Professional Service Provider either reduces his price, or holds firm to the proposal prices, conditions and specifications.
- C. **Assignment.** The Professional Service Provider shall not assign, transfer, or subcontract this Contract, in whole or in part, without prior written consent of the City.
- D. **Notification.** All notification under this Contract shall be made as follows:
 - a. **If to the City**
 - City of St. Charles
 - Attn: Procurement Division

2 East Main Street
St. Charles, IL 60174
Email: Procurement@stcharlesil.gov

- b. **With electronic copies to**
Procurement Division: Procurement@stcharlesil.gov
Larry Gunderson: lgunderson@stcharlesil.gov

- c. **If to the Professional Service Provider**

Article 8: Applicability

- A. **Other Entity Use.** The Professional Service Provider may, upon mutual agreement with any municipality or governmental unit, permit that unit to participate in this Contract for substantially similar consulting services under the same or more favorable price, terms and conditions.
- B. **Waiver.** Any failure of either the City or the Professional Service Provider to strictly enforce any terms, right, or condition of this Contract, whether implied or expressed, shall not be construed as a waiver of such term right or condition.
- C. **Severability.** If any provision of this Professional Service Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance; and in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as part of this Contract, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and legal, valid and enforceable.
- D. **Governing Jurisdiction.** The parties agree that any disputes, disagreements, or litigation arising from this Contract, between or amongst them, will be heard and resolved exclusively in the courts of the 16th Judicial Circuit, Kane County, Illinois.
- E. **Governing Law.** The parties agree that the laws of the State of Illinois govern this Contract.

In Witness Whereof, the parties have entered into this Contract upon the latter of the date accepted and signed by the City and the date accepted and signed by the Professional Service Provider.

For: City of St. Charles

By: _____
Larry Gunderson

ATTEST _____

DATE _____

For: Professional Service Provider

If an Individual

By: _____
Signature

Title

If a Partnership

By: _____
Signature

Title

By: _____
Partner

If a Corporation

By: _____
Signature of person authorized to sign

Title

ATTEST _____

If a Joint Venture


By: _____
Signature


Title

By: _____
Signature

Title

DATE _____

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 6a
	Title:	Recommendation to accept the financial and other reports for the fiscal year ending April 30, 2023, including the Annual Comprehensive Financial Report, Board Communication, TIF Compliance Reports, and Sales Tax Revenue Bond Compliance Report.	
Presenter:	Bill Hannah, Director of Finance Jim Savio, Sikich LLP		
Meeting: Government Operations Committee		Date: October 2, 2023	
Proposed Cost: \$ <i>N/A</i>		Budgeted Amount: \$ N/A	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain):			
<p>Over the last five months, the Finance Department has been preparing the City’s fiscal year-end financial statements as of April 30, 2023. State statutes require the City to have an audit performed by an independent CPA on the year-end financial statements on an annual basis. The City has engaged Sikich, LLP to perform this audit, and a representative of Sikich will be present to discuss the audit process, the opinions issued by the auditors, and answer any questions related to the audit process of the year-end documents. The reports to be reviewed are the FY 2022-2023 Annual Comprehensive Financial Report (ACFR), Board Communication, TIF Compliance Reports, and Sales Tax Revenue Bond Compliance Report. Electronic copies of these reports were distributed and made available and hard copies of these documents will be on the dais for the meeting.</p> <p>For FY 2022-2023, the City received an unmodified opinion on its financial statements as disclosed in the Independent Auditor’s Report section of the ACFR. This is the highest level of assurance an entity can receive and it signifies that the City’s financial statements are fairly presented in all material respects in accordance with generally accepted accounting principles (GAAP). Additional communications from the Auditors indicate that no material weaknesses or significant deficiencies in the City’s internal controls were noted during the course of the auditors’ testing, and there were no questioned costs related to the City’s expenditures of federal funds.</p> <p>For the 2021-22 fiscal year, the City received the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA) for its ACFR. Staff intends to submit the 2022-23 Annual Comprehensive Financial Report for consideration of this same award.</p>			
Attachments (please list): *Electronic attachments* - Hard copies to be distributed at meeting Annual Comprehensive Financial Report; Board Communication			
Recommendation/Suggested Action (briefly explain): Recommendation to accept the financial and other reports for the fiscal year ending April 30, 2023, including the Annual Comprehensive Financial Report; Board Communication; TIF Compliance Reports; and Sales Tax Revenue Bond Compliance Report.			

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 6b
	Title:	Presentation of the FY 22-23 Audit and Financial Information, Highlights and Trends related to the Annual Comprehensive Financial Report (ACFR) as of April 30, 2023.	
	Presenter:	Bill Hannah, Director of Finance	
Meeting: Government Operations Committee		Date: October 2, 2023	
Proposed Cost: \$ <i>N/A</i>		Budgeted Amount: \$ N/A	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain):			
<p>A presentation of the FY 22-23 Audit and financial information, including highlights and trends related to the Annual Comprehensive Financial Report (ACFR) as of April 30, 2023 will be provided. No action will be taken related to this item.</p>			
Attachments (please list):			
Recommendation/Suggested Action (briefly explain):			
None, for discussion only.			