

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

**MONDAY, JUNE 6, 2016
IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – 2 EAST MAIN STREET**

- 1. Call to Order**
- 2. Roll Call**
- 3. Omnibus Vote**
 - a. Recommendation to approve Funds Transfer Resolutions Authorizing Budgeted Transfers in the Aggregate Amount of \$2,550,669.14 for Debt Service Payments and Miscellaneous Transfers.
- 4. Police Department**
 - a. Recommendation to approve a proposal for a new Class E-4 Temporary Liquor License for a Special Event, “Wine Down Wednesday,” for this series of three (3) events to be held on the 1st Street Plaza. The requested dates are: July 6, August 3, and September 7, 2016 from 5:00 p.m. to dusk. (The businesses involved are ZaZa’s Trattoria, Puebla Modern Mexican, Pizzeria Neo, and McNally’s Traditional Irish Pub.)
- 5. Finance Department**
 - a. Recommendation to approve funding allocations schedule of the Visitors Cultural Commission for the FY2016/17 and the related funding agreements.
 - b. Recommendation to approve a Resolution of Official Intent Regarding Capital Expenditures to be Reimbursed from Proceeds of an Obligation to be Issued by the City of St. Charles, Kane and DuPage Counties, Illinois.
 - c. Recommendation to approve an Ordinance Amending Title 3 “Revenue and Finance”, Chapter 3.42 “Alcohol Tax”, Section 3.42.020 “Definitions”, and Section 3.42.030 “Imposition of Tax” of the St. Charles Municipal Code.
- 6. Inventory Control Division**
 - a. Recommendation to award bid to Morse Group for replacing lift-station packaged engine generator and automatic transfer switch.
 - b. Recommendation to approve a Resolution Authorizing the Mayor and the City Clerk of the City of St. Charles to Approve the Award of Four (4) 2017 Ford Utility Police Interceptors to Currie Motors, through the Fleet Suburban Purchasing (SP) Cooperative and Sell Replaced Vehicles #1702, #1712, #1789 and #1790.

7. Information Systems Department


- a. Recommendation to approve Resolution Authorizing the Mayor and the City Clerk of the City of St. Charles to Approve an ESRI Small Government Enterprise License Agreement for \$35,000 a Year for Three Years.

8. 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)

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

10. Adjournment

 ST. CHARLES SINCE 1834		AGENDA ITEM EXECUTIVE SUMMARY						
		Title:	Recommendation to Approve Funds Transfer Resolutions Authorizing Budgeted Transfers in the Aggregate Amount of \$2,550,669.14 for Debt Service Payments and Miscellaneous Transfers					
		Presenter:	Christopher A. Minick					
Please check appropriate box:								
X	Government Operations (6/6/16)				Government Services			
	Planning & Development				City Council			
Estimated Cost:		N/A		Budgeted:	YES	X	NO	
If NO, please explain how item will be funded:								
Executive Summary: <p>During the fiscal year interfund transfers are sometimes necessary to fund activities/transactions in other funds. Most City revenues are recorded into the General Fund and transfers are periodically made to fund debt service payments, subsidize the activities of other funds or for a special use. Additionally, transfers will be made from the City's Utility Enterprise Funds to finance these funds' proportionate share of the debt service payments.</p> <p>Funds Transfer Requests for Fiscal Year 2015/16 are:</p> <p>Transfer of funds to cover principal and interest payments for General Obligation Bonds: 2008A GO Bonds and 2008C GO Bonds.</p> <p>Transfer of funds from the General Fund to TIF 7 Capital Project Fund (507).</p> <p>Transfer of funds from the General Fund to Capital Improvement Levy Fund (501).</p> <p>Transfer of funds from the General Fund to Capital Project Fund (513) for land purchases.</p> <p>Transfer of funds from the General Fund to the Electric Fund to cover Christmas lights and streetlight maintenance.</p>								
Attachments: (please list) <i>Funds Transfer Resolution Sheet</i>								
Funds Transfer Resolutions								
Recommendation/Suggested Action (briefly explain):								
Recommendation to approve Funds Transfer Resolutions Authorizing Budgeted Transfers in the Aggregate Amount of \$2,550,669.14 for Debt Service Payments and Miscellaneous Transfers.								
For office use only:		Agenda Item Number: 3a						

Funds Transfer Resolution

No. _____


BE IT RESOLVED that the Finance Director and City Treasurer of the City of St. Charles be and are hereby authorized to make the following transfers during FY 15/16 and as shown in the budget during that year:

<u>Amount</u>	<u>From Fund</u>	<u>To Fund</u>	<u>Purpose</u>
\$ 722,627.50	100-General Fund	720-2008C G.O. Bonds Debt Service Fund	2008C GO debt payment
\$ 466,734.00	100-General Fund	501-Capital Improvement Levy Fund	Transfer levy funds collected
\$ 177,215.91	100-General Fund	507-TIF 7 Capital Project Fund	For TIF 7 project expenditures
\$ 446,835.50	100-General Fund	513-Capital Projects Fund	For land purchase (7th Ave Creek)
\$ 490,000.00	100-General Fund	507-TIF 7 Capital Project Fund	For TIF 7 project expenditures
\$ 190,797.00	100-General Fund	200-Electric Fund	For streetlight maintenance costs
\$ 39,459.23	100-General Fund	200-Electric Fund	For Christmas decorating costs
\$ 17,000.00	305-TIF 4 Special Revenue Fund (First St)	713-TIF 4 Debt Service Fund (First St)	2008A GO debt payment

THIS IS TO CERTIFY THAT THE ABOVE TRANSFER RESOLUTION was adopted by the City Council of the City of St. Charles, Illinois, at the meeting held on the _____ day of _____, 2016.

Nancy L. Garrison, City Clerk

(SEAL)

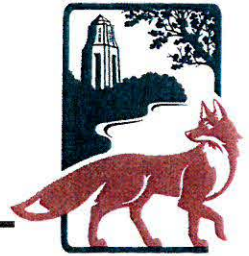
		AGENDA ITEM EXECUTIVE SUMMARY						
		Title:	Recommendation to Approve a Proposal for a New Class E-4 Temporary Liquor License for a Special Event, "Wine Down Wednesday" to be held on the 1 st Street Plaza					
		Presenter:	Chief Keegan					
<i>Please check appropriate box:</i>								
X	Government Operations (6/6/16)				Government Services			
	Planning & Development				City Council			
	Public Hearing				Liquor Control Commission			
Estimated Cost:				Budgeted:	YES		NO	
If NO, please explain how item will be funded:								
Executive Summary:								
<p>This is an application request for a Class E-4 Temporary License, authorizing for consumption of beer, wine or alcoholic liquors on City property, specifically, 1st Street Plaza. This temporary license request is for a series of three (3) events to be held on the first Wednesday of each month in July, August and September 2016. The event, "Wine Down Wednesdays," would be held each first Wednesday evening from 5:00 p.m. – Dusk. The businesses involved are Zaza's Trattoria, Puebla Modern Mexican, Pizzeria Neo, Mc Nally's Traditional Irish Pub.</p> <p>The requested dates are: July 6, 2016, August 3, 2016, and September 7, 2016. Please see the attached memo for more detailed information about the event.</p> <p>This item went before the May 16, 2016 Liquor Control Commission and was recommend to move forward to the Government Operations Committee. Votes: Ayes: 4; Nays: 0; Motion Carried.</p>								
Attachments: <i>(please list)</i>								
Liquor License Application (front page) Background Check Site Plan								
Recommendation / Suggested Action <i>(briefly explain):</i>								
Recommendation to approve a proposal for a new Class E-4 Temporary Liquor License for a Special Event, "Wine Down Wednesday" to be held on the 1st Street Plaza.								
<i>For office use only:</i>		Agenda Item Number: 4a						

For Office Use

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 E4 – CITY OWNED PROPERTY PERMIT EVENT

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,

Commencing JULY 6th and ending JULY 6th
 Start Time: 5PM End Time: 9PM
 Location of Event: 1st ST PLAZA

Name of Business MCNALLY'S / ZA-ZA / NED / PUEBLO
 Address of Business 1st ST PLAZA Business Phone 630.513.6300 (MCNALLY'S)
 5.08.050A1 Circle Choice to Show: Individual ☒ Partnership ☐ Corporation Other: ☐
 Has Applicant had a Class E4 License in the current fiscal year? NO. If YES, on what date: _____

Requirements of a Class E4 – City Owner Property Permit Event

1. The Class E4 license fee is \$100.00 per day.
2. Class E-4 Temporary License Permits shall authorize the retail sale of beer and wine or the retail sale of alcoholic liquor for consumption on the premises
3. It shall be unlawful for any person holding a Class E-2 license or E-4 license issued pursuant to this chapter to sell, offer for sale or to give away, in or upon any licensed premises, any alcoholic liquor between the hours of 12:00 midnight and 10:00 a.m. on Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday.
4. This license shall be issued only for special events or catered functions where the dispensing of food predominates.
5. The issuance of the Class E4 Temporary License Permit shall be at the discretion of the Local Liquor Control Commissioner, with advice and consent of City Council.
6. Application for a Class E4 Temporary License Permit shall be submitted 45 days in advance of a scheduled date.
7. There shall be no Class E-4 Temporary License permits issued during the second full week of October, beginning 12:00 a.m. Friday and ending 12:00 a.m. Monday.
8. 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.**
9. Licensee must rope/fence off the licensed premises.
10. Each patron **must wear a wristband** after having identification checked for legal alcohol consumption age.
11. Are children/minors permitted in the licensed premises? **Y/N**
12. A sign limiting alcoholic consumption to the roped off area must be conspicuously displayed at all times.
13. **Each server of alcohol must be BASSET certified – need copy of BASSET certification.**
14. A copy of site plan diagram to include roped area shall accompany this application.
15. All security/police resources needed shall be attached to this application with approval of the Chief of Police before final issuance by Liquor Commissioner.

Affidavit

State of Illinois)
 County of Kane)

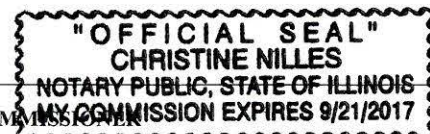
I/We, being duly sworn, that information contained in this application is true to my/our own knowledge and that the statements set forth are of my/our own free will. I/We solemnly swear that I/we will not violate any of the laws of the United States, the State of Illinois or the City Ordinances of the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

Signed: Shay Clarke

Signed: _____

Sworn to before me this _____ day of _____.

Notary Public Christine Nilles



ENDORSEMENT OF THE LIQUOR CONTROL COMMISSIONER

Approved: _____ Date: _____ Chief of Police: _____

Approved: _____ Date: _____ Liquor Commissioner: _____

V2016a



Memo

Date: May 9, 2016
To: Chief Keegan
From: Cmdr. E. Mahan
Re: Details of Proposed "Wine Down Wednesdays" Event
Cc: Liquor Control Commission

Four businesses located adjacent to the 1st Street Plaza have proposed a series of events to be held in the 1st Street Plaza. The proposed events would be held one Wednesday evening per month during the summer months. The events would be called "Wine Down Wednesdays" and would be modeled after a similar event which occurs on Wednesday evenings in downtown East Dundee, IL.

It has been proposed that on each of those Wednesdays between 5:00 PM and dusk, the Plaza area be enclosed with "snow fencing." There would be public access points at both ends (east and west), and the public would be allowed to travel through at will. No alcohol would be *served* in the fenced-in area but the request is that if a patron purchases a drink, such as wine, in one of the four immediately adjacent businesses (McNally's, ZaZa, Pueblo, Pizza Neo) that he/she be allowed to exit the respective business in to the Plaza, and *consume* it there. Patrons entering the plaza with a drink would be stopped by a doorman at whichever business they are leaving. They would be given a wrist band and if needed, his or her drink would be transferred to a plastic cup. There would also be staff members from these businesses at the public access points to ensure that no alcohol leaves the Plaza area. Those staff members would monitor the fenced area to ensure no one without a wrist band is consuming alcohol. Police Officers on Extra Duty Assignment would also be present to ensure compliance. This event proposal was also reviewed through The St. Charles Downtown Partnership and they are in support of the event.

The proposed dates for these events are:

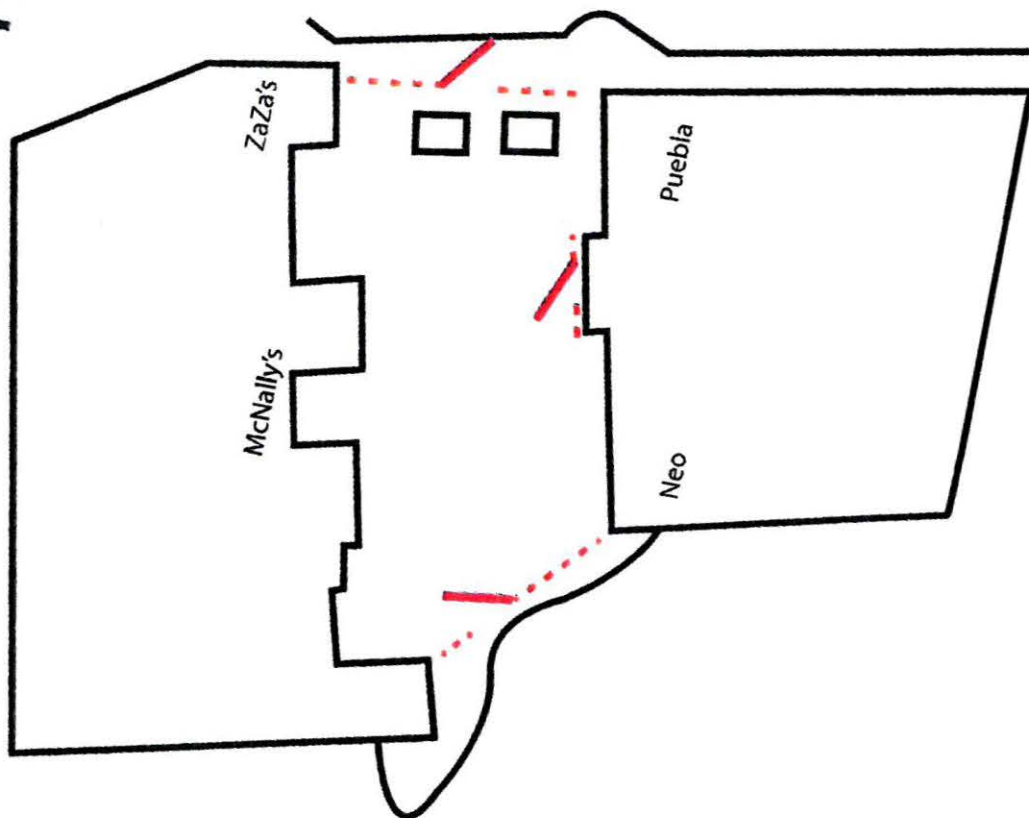
- July 6
- August 3
- September 7.

EM



First Street Plaza

Wine Down Wednesday



Temporary Fencing
Entrance/Exit

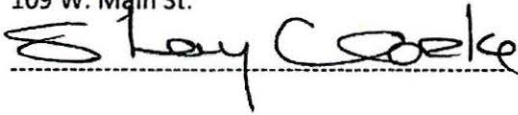
FIRST STREET PLAZA EVENT: LETTER OF INTENT

The signors of this document are decision-making representatives of Puebla Modern Mexican, Pizzeria Neo, Zaza's Trattoria, and McNally's Traditional Irish Pub, all of which are collective known as the "First Street Plaza Merchants".

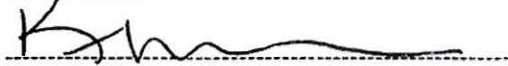
By signing this document, each once accepts the following terms as part of the First Street Plaza event proposed by Shay Clarke of McNally's: shared cost of insurance, cost of city services, responsibility for the proper consumption of alcohol, and all other costs associated with the First Street Plaza event.

These four restaurants have also agreed that they have a willingness to either jointly sign a Class E4 Liquor License for the First Street Plaza or expand the extent of their current licenses, both of which would be done for the already proposed event dates/times (7/6, 8/3, and 9/7).

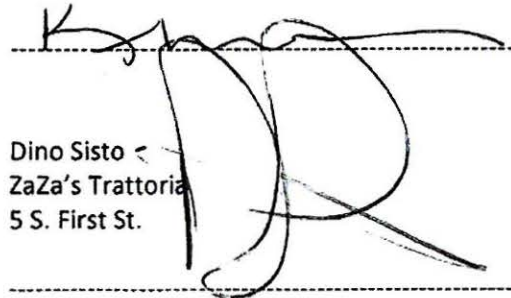
Shay Clarke
McNally's Traditional Irish Pub
109 W. Main St.



Kimberly Lawson
Pizzeria Neo
31 S. First St.



Kimberly Lawson
Puebla Modern Mexican
51 S. First St.



Dino Sisto
ZaZa's Trattoria
5 S. First St.



CITY OF ST CHARLES
SPECIAL EVENT APPLICATION
THIS FORM MUST BE COMPLETED IN
FULL & SUBMITTED 90 or 30 DAYS PRIOR TO THE EVENT

RECEIVED
 APR - 5 2016
 Building & Code Enforcement
 St. Charles, IL



Permit No. 16-22812 Date of Meeting: 4/14/2016 Revised date 01/28/2015
9:00 AM

Name of the Event: Wine Down Wednesday Date(s) of Event: 6/7, 7/6, 8/3, 9/7

Special Event Application – 90 Days

The Special Event Application is due to the City of St. Charles a minimum of ninety (90) days prior to the event if it requires closure of public streets, use of public parking lots, or the service of alcoholic beverages that requires a liquor license to be granted. The 90-day time period allows sufficient time to evaluate the request and provide a recommendation to the City Council for its consideration.

Special Event Application – 30 Days

The Special Event Application is due to the City of St. Charles, at a minimum, thirty (30) days prior to the event if it does not require closure of public streets, use of public parking lots, or the service of alcoholic beverages that requires a liquor license to be granted.

A copy of the Application and Funding of Special Events is attached for your information.

Special Event Submittal Check List

- **Special Event Application**
- ☒ Section 1 – Task List and Due Dates –90 day or 30 day submittal
 - ☒ Section 2 – General Information
 - ☒ Section 3 – Permits
 - ☒ Section 4 – Site Plan and/or Route Map
 - ☒ Section 5– Emergency Phone Tree and Contact
 - ☒ Section 6 – Emergency Crisis Management Procedures
 - ☒ Section 7 – Retail Merchants
 - ☒ Section 8– Hold Harmless Agreement
 - ☐ Any outstanding funds owed to the City of St. Charles
- Application(s) for other permit(s) (See answers in Section 3)**
- ☐ Outdoor Sales/Event Permit Application and Submittal Fee
 - ☐ \$65
 - ☐ Loudspeaker/Amplifier License Application and Submittal Fee
 - ☐ \$5 per day
 - ☐ Class E Liquor License Application and Submittal Fee
 - ☐ \$50 per day – E-1 (Not-for-Profit)
 - ☐ \$100 per day – E-2 (Special Civic Event)
 - ☐ Carnival License Application and Submittal Fee
 - ☐ \$30 each – Rides
 - ☐ \$20 each – Amusement Stands, Food Stands, Entertainment Shows, Other

Received: <u>4-5-2016</u> <u>APR 5 2016</u>	Fee Paid: \$
Receipt #	Check #
Copies of application distributed to:	
Police: <u>4/16/2016</u>	Fire: <u>4/16/2016</u> PW: <u>4/16/2016</u>
Electric: <u>4/16/2016</u>	

SECTION 1 - TASK LIST AND DUE DATES

Use this form to determine the date each of these tasks needs to be completed. For tasks that do not apply, please mark "N/A" in the Due Date column. If the Due Date falls on a weekend or holiday, the Due Date becomes the next normal business day. However, this does not affect the other Due Dates, as they are only dependent on the date of the special event.

Task to be completed for Events that require 90 days (All items due to City unless noted)	Days Due Before Event	Due Date
Date of the Special Event	- N/A -	7/6, 8/3 4/7/2016
If event takes place in downtown St. Charles you are to complete an application through the St. Charles Downtown Partnership.	120 days	4/5/2016
Submit Special Event Application	90 days	4/5/2016
Payment of any outstanding funds due to the City of St. Charles	At time of submittal	
Provide verification of organization legal status, i.e. NFP, Partnership, Corporation A copy of 501(C)3 document is to be submitted with application.	At time of submittal	N-A
Submit Class E Liquor License Application	90-days	
Submit Outdoor Sales Permit Application	90-days	N-A
Submit Loudspeaker/Amplifier License Application	90-days	N-A
Submit Raffle Permit Application (Kane & DuPage County)	At time of submittal	N-A
Submit Carnival License Application	90 days	N-A
Submit Fireworks Permit Application	60 days	N-A
Submit Original Certificate of Insurance	21 days	
Submit copies of other required permits	At time of submittal	
Emergency Phone Tree	At time of submittal	4-5-2016
Emergency /Crisis Management Procedures	At time of submittal	4-5-2016
Submit Listing of Participating Retail Merchants/Applicable Food Vendors to Finance Department using Pre-Defined Form in Excel format	14 days	
Notify residents/businesses of special event	14 days	

City Services Requested:			Comments
Police	Yes	No	
Fire/EMS	Yes	No	
EMA	Yes	No	
Public Services	Yes	No	
Electric	Yes	No	
Water	Yes	No	
Other:	Yes	No	

SECTION 2 - GENERAL INFORMATION Permit No. _____

Name of Event: Wine Down Wednesday

Type of Event: ☐ Parade ☐ Walk/Run/Bike ☐ Festival ☒ Other

Location of Event: 1st First Street Plaza

Date(s) of Event: 6/17, 7/6, 8/3, 9/7 Hours of Event: 5pm to dusk Estimated Attendance: 200

Event Website: _____

Purpose of the event: Promote business in plaza area and encourage an outside dining culture

Name of sponsoring organization(s): Plaza merchants

Please list the organization's legal status (i.e. NFP, Partnership, and Corporation) : **A copy of the 501(C)3 document is to be submitted with application.**

(Documentation will need to be submitted providing status)

Type of Entity	Check Box that Applies	City Supporting - Existing Event	City Support - New Event
Governmental Entity		100%	100%
Private/For Profit Entity	<input checked="" type="checkbox"/>	0%	0%
Non-Governmental/Non-Profit Entity		50%	0%

Contact person from sponsoring organization: Shay Clarke

Organizer address: Mc Waddy's Irish Pub, 109 W. MAIN ST.

City: ST. CHARLES State: IL Zip: 60174

Home Phone: 6305136300 Cell Phone: 847-452-7764 E-mail: SHAY@MCWADDYS PUB.COM

Second contact person (emergency): HARRICE MCNALLY Phone: _____

Is this an annual event? ☒ YES ☐ NO If yes, please provide event date(s) for next year: TBD

If the event is a recurring event, please state any problems and/or incidents that have occurred in past years, such as sound amplification, neighborhood parking complaints, etc.

n/a

What, if anything, are you doing to rectify the problem(s)?

n/a

SECTION 3 - PERMITS

Will you be having a fireworks display at your event? ☐ YES ☒ NO

If yes, you have to submit a **Fireworks Permit Application** sixty (60) days prior to the event. Please contact the St. Charles Fire Department to complete the application.

Does your event include the use of a tent? ☐ YES ☒ NO

If yes, you must submit an **Outdoor Sales Permit Application** ninety (90) days prior to the event. Please visit www.stcharlesil.gov, or contact Building and Code Enforcement to obtain an outdoor sale permit application.

Will you be using speakers and/or sound equipment at your event? ☐ YES ☒ NO

If yes, you must submit a **Loudspeaker/Amplifier License Application** ninety (90) days prior to the event. Please visit www.stcharlesil.gov, or contact the Mayor's Office to obtain a loudspeaker/amplifier license application.

Are you holding a raffle at your event? ☐ YES ☒ NO

If yes, you may have to submit a **Raffle Permit Application**. For the raffle permit application for Kane County, please visit www.co.kane.il.us/COC, or contact the Kane County Clerk's Office at 630.232.5950. For the raffle permit application for DuPage County, please visit http://www.dupageco.org/countyclerk/generic.cfm?doc_id=631 or contact the DuPage County Clerk's Office at 630-407-5500.

Will you serve alcohol at your event? ☒ YES ☐ NO

If yes, you must submit **Class E Liquor License Application** ninety (90) days prior to the event. Please visit www.stcharlesil.gov, or contact the Mayor's Office to obtain a Class E liquor license application.

Will there be amusement rides at the event? ☐ YES ☒ NO

If yes, you must submit **Carnival License Application** ninety (90) days prior to the event. Please visit www.stcharlesil.gov or contact the Mayor's Office to obtain a carnival license application.

Will you serve food at your event? ☒ YES ☐ NO

If yes, please indicate the number of vendors _____

Note: A list of food vendors must be submitted prior to the inspection of your event.

Are you requesting the use of any other city-owned property, i.e. parking lots, etc.? ☐ YES ☒ NO

If yes, please indicate the property that you are requesting to use.

Would you like to request the closing of city streets? ☐ YES ☒ NO

If yes, please fill in the following information or submit a route map along with this application:

STREET	FROM	TO	DATES	TIMES
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Does your event require the use of city sidewalks?

☐ YES ☒ NO

Does your event require temporary electric service?

☐ YES ☒ NO

- If yes, please indicate location(s) electric is needed on next sheet.

Does your event require temporary water/hydrant meter? ?

☐ YES ☒ NO

- If yes, please indicate locations(s) for hydrant meter(s) on next sheet.

SECTION 4 - SITE PLAN AND/OR ROUTE MAP

Please use the space below to illustrate the layout for your event. If you need additional space, please attach a separate sheet.

See attached

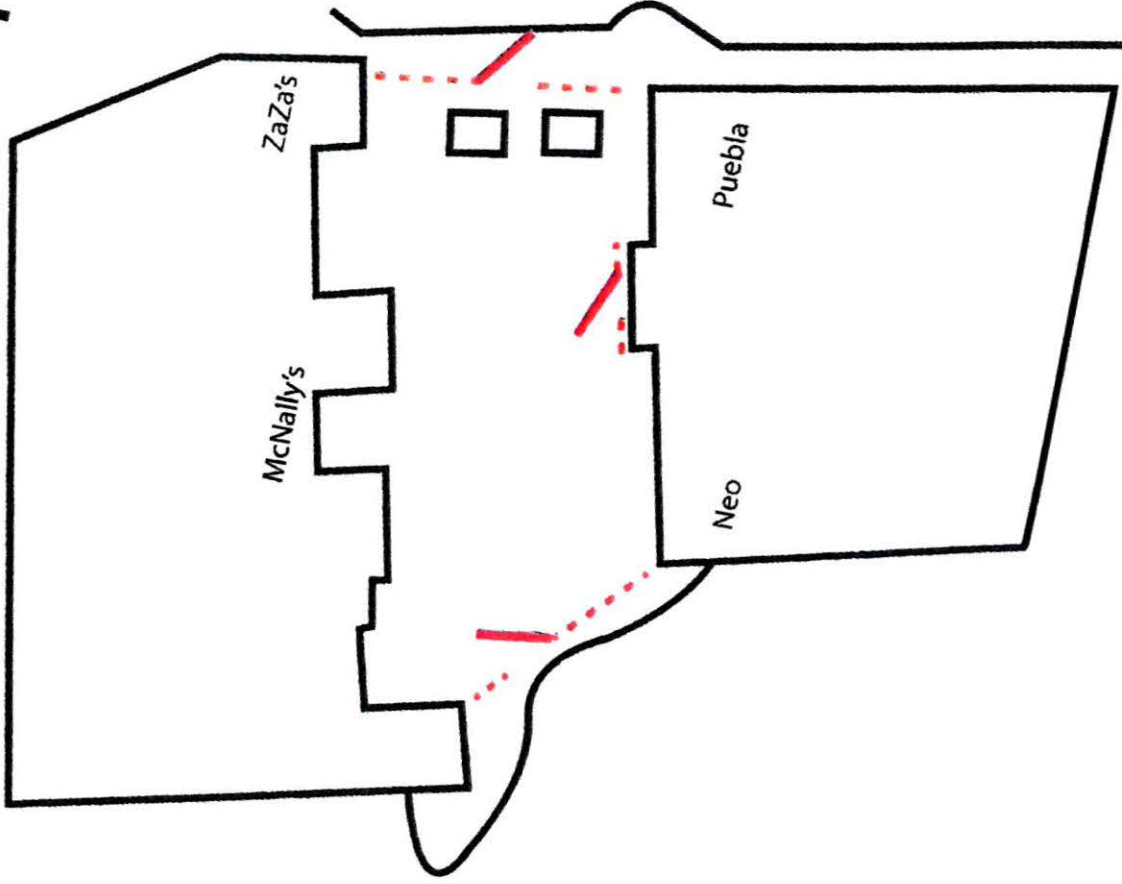
If applicable, the following must be included:

Location of food vendors (FV)
Location of beverage vendors (BV)
Location of garbage receptacles (G)
Location of toilets (T)
Location of hand washing sinks (HWS)
Location of retail merchants (RM)
Location of First Aid (FA)

Location and number of barricades (B)
Location of fire lane (FL)
Location of fire extinguishers (FE)
Public entrances and exits (PE)
Location of sound stages and amplified sound (S)
Location of residential streets surrounding events
Electric (E)
(Hydrant Meter (H20))

First Street Plaza

Wine Down Wednesday



Temporary Fencing
Entrance/Exit

Section 5 – Emergency Phone Tree

Please use the space below to illustrate the Emergency Phone Tree for your event or submit a separate form detailing your Emergency Phone Tree. If you need additional space, please attach a separate sheet.

Event Title Wine Down Wednesday Date(s) of Event 6/1, 7/6, 8/3, 9/7

Emergency Contact Information

Primary Contact: Shay Clarke Secondary Contact: _____

Title: G.M. McNally's Title: _____

Phone No: 847.452.7764 Phone no.: _____

Tertiary Contact: _____ Operations Manager: _____

Title: _____ Title: _____

Phone No: _____ Phone no.: _____

Site Managers and miscellaneous contacts

Location: _____ Location: _____

Date(s): _____ Date(s): _____

Name: _____ Name: _____

Phone # _____ Phone #: _____

Location: _____ Location: _____

Date(s): _____ Date(s): _____

Name: _____ Name: _____

Phone # _____ Phone # _____

Location: _____ Location: _____

Date(s): _____ Date(s): _____

Name: _____ Name: _____

Phone #: _____ Phone # _____

Section 6– Emergency or Crisis Management Procedures

Please submit your Emergency or Crisis Management Procedures for your event or use the provided example. If you need additional space, please attach a separate sheet.

Emergency/Crisis Management Procedures

1. In the case of any incident, accident or anything deemed “out of the ordinary” (including inclement weather and its potential affects on patrons, property and/or equipment).
Plaza Merchants has designated Shay Clarke with the responsibility of being the CRISIS MANAGER (CM). This position will empower the designated person to make decisions on behalf of Plaza Merchants coordinate with local authorities for an action plan and to make any statements to the press (if applicable).
2. In the case of any incident, accident or anything deemed “out of the ordinary” (including inclement weather and its potential affects on patrons, property and/or equipment) ALL Plaza Merchants staff will be instructed to:
 - a. Act as quickly and professionally as possible;
 - b. To contact their immediate supervisor and/or the on-site _____ management representative;
 - c. Have as much factual information available as possible – not to speculate as to the cause of the incident, accident, etc., unless requested by the CM;
 - d. Follow the directions of the immediate supervisor and/or the on-site _____ management representative explicitly;
 - e. Recommend that people leave the area first, or at the very least go to their vehicles. If unable to evacuate (staff, disabled, families, etc.) use the lower levels of the parking decks. (West Side, Walnut Street & 1st Street), (East Side, Walnut Avenue & 3rd Avenue). In the event of Tornado Warnings on Saturday and Sunday, Park District staff will open the Pottawatomie Park Community Center so people can seek shelter there, if desired;
If at a location with food, vendors and/or ride operators: turn off all power, gas and grills so unattended energy sources do not catch on fire.
3. These steps should be taken immediately following any incident/accident:
 - a. Get medical help to the parties involved (if applicable);
 - b. Work with sound/announcer, lighting, etc. to inform the patrons of necessary information and/or divert the patron’s attention;
 - c. Resume scheduled activity as soon as possible (subject to #5 below);
 - d. Call the police or other authorities and report any accident;
 - e. Identify witnesses to the incident to obtain statements if necessary;
 - f. Contact a Site Manager for an Incident Report.
4. The CM will communicate to all staff, volunteers, and other personnel that all communication with the press, police, or any other authority will be handled solely by the CM. Police may request information from event personnel and everyone associated with

Plaza Merchants will cooperate with the police department. We will not interfere with police investigations and/or action plans and we will provide the police with materials available upon their request. Any and all materials requested should not be given out until copies of all information can be reproduced for

Plaza Merchants.

5. The CM will consult with the local authorities. If it is determined conditions are so extreme the festival cannot continue, the CM will consult with Plaza Merchants to discuss alternatives.
6. An official statement will be written and given to the CM as soon as it can be formulated by Plaza Merchants management. No personnel or staff should offer any information to any media other than the provided statement. No media questions should be answered unless otherwise instructed.
7. Always remember to follow these guidelines:
 - a. Keep as cool and calm as possible;
 - b. Cooperate fully with the authorities. Be as accurate as possible, don't speculate with anyone, including Plaza Merchants personnel;
 - c. Direct any and all media questions to CM, and only read official statements prepared by Plaza Merchants Management;
 - d. Use common sense. Think before you act, and always be professional;
 - e. Fill out a Festival Incident Report as accurately as possible;
 - f. Get a copy of the Incident Report from the police and a report from the hospital (if applicable).

Additional Notes:

SECTION 7 – RETAIL MERCHANTS

It is the responsibility of the event organizer to ensure that all participating retail merchants are properly collecting, reporting and filing City sales taxes from sales generated at the event, in accordance with State Statutes. The City's current sales tax rate is 8%. Sales tax collections and forms are to be submitted to the State and not the City. For further information on how and where tax payments are to be submitted, please contact the Illinois Department of Revenue Registration Office at 1-800-732-8866.

Please answer the following question regarding the use of retail merchants in conjunction with your event:

Will your event include:

- Merchants selling retail merchandise? YES: _____ NO: X
- Food and/or beverages for immediate consumption? YES: X NO: _____

If no, no further action is necessary.

If yes to either, you must provide a list of all participating vendors, including business name, address and State IBT number to the City's Finance Department within 14 days of the event. A sample form in Excel format will be emailed to the event organizer's email address. In addition, you must read and sign the following certification:

I understand that it is my responsibility to ensure that all retail merchants and/or food and beverage vendors participating in this event are aware of the rules and requirements for properly collecting and remitting any City sales taxes generated from sales at this event. I will provide the City with a complete listing of all merchants, including their name, address and State IBT number, within 14 days of the event.

Signature: Shay Clarke

Date: 4/5/16

Name: Shay Clarke

Title: GM McNally's

SECTION 8 – INDEMNIFICATION/HOLD HARMLESS

In consideration of the City of St. Charles permitting the Plaza Merchants
(name of organization)
("Organization") to conduct Wine Down Wednesday ("Event"),
(name of event)
the Organization recognizes, acknowledges and assumes any and all risks arising from or in any way related to the Event.

To the fullest extent permitted by law, the Organization hereby agrees to defend, indemnify and hold harmless the City of St. Charles, its officers, officials, employees and agents from and against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, cost, and expenses (including all attorney's fees and costs), arising from, or resulting from or in any way related, directly and/or indirectly to the Event, except that arising out of the sole legal cause of the City of St. Charles, its officers, officials, employees and agents.

The Organization shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the City of St. Charles, its officers, officials, employees and/or agents, in any such action, the Organization at its own expense shall satisfy and discharge same.

The invalidity of any provision(s) of this INDEMNIFICATION/HOLD HARMLESS or unenforceability of any of its provisions shall not affect the validity or enforceability of the remainder of this INDEMNIFICATION/HOLD HARMLESS.

The Organization and the authorized signatory below warrant and represent that the authorized signatory below has full authority to execute and submit this application, including, but not by way of limitation, the INDEMNIFICATION/HOLD HARMLESS

provisions contained herein.

The Organization and the authorized signatory below agree to inform the City of St. Charles of any changes in the application at least thirty (30) days prior to the event.

Plaza Merchants
(Name of Organization)

4/5/16
(Date)

by James Slay
Authorized Signatory

Signed and sworn to before me this 5th day of April, 2016.

Deborah L. Graffagna
Notary Public



All applications must be signed and notarized.

After submitting all forms, your application will be reviewed by City staff. All departments that will be involved in providing services or permits for the event will be notified. **Please do not assume that all aspects of the event will be approved. You may be asked to make some changes to your plan based on the availability of services and scheduling of other events.**

The City of St. Charles reserves the right to cancel any event at any time for reasons deemed necessary by the City Council and/or City Administrator.

Deliver All Completed Items to:
City of St. Charles
Attn: Building & Code Enforcement
2 E. Main Street
St. Charles, IL 60174

Graffagna, Debbie

From: Lynne Schwartz <lschwartz@downtownstcharles.org>
Sent: Wednesday, April 06, 2016 12:01 PM
To: Shay Clarke
Cc: Jake Anderson; Vann, Bob; Graffagna, Debbie
Subject: Event Review

Hello Shay,

Thank you so much for meeting with the DSCP Event Review Committee yesterday afternoon to discuss your idea for the 1st Street Plaza. After reviewing all of the information, the Review Committee will be providing a recommendation in favor of the event. As we discussed, we would like to have a follow up meeting after the first event of the series in order to review what went well, what should be changed, etc.

If you have any questions, please feel free to contact me or any member of the DSCP staff.

Sincerely,

Lynne Schwartz

Executive Director

Downtown St. Charles Partnership

Phone: 630.443.3962



Downtown St. Charles Event Review Proposal

1. Please describe the purpose of your event (50 words or less)

The purpose of the event is to draw people to the 1st Street Plaza, sample the fare from the restaurants and integrate the businesses that celebrate our diversity. We have discussed in the past the fact that the 1st Street Plaza is underutilized. It has a European feel when people sitting in the plaza, but they do not bring their food or beverage outside.

The goal is to elevate and integrate the outside dining culture.

Wouldn't it be nice to go to be able to sit in the 1st Street Plaza, with a pizza from Neo or a glass of wine from Zaza's, a pint of Guinness from McNally's or a Margarita from Puebla, finish up your evening with a frozen yogurt from Forever Yogurt or a cupcake from Smallcakes, enjoying the music and camaraderie of the 1st Street Plaza, or perhaps some improv from Steel Beam Theatre.

2. Explain how your event will comply with the evaluation criteria, as described in the Downtown Events Evaluation summary.

a. Benefit to Downtown Business

It will benefit the businesses in and around the 1st Street Plaza by bringing people to the area.

b. Ease and Ability of Production

No tents, no commerce outside of existing businesses

c. Broad Popularity

Free, family and pet friendly and open to the public

d. Coordination and Collaboration

Done simply between the restaurants and businesses

e. Expansion and Diversity of the Downtown Event Calendar

No conflict with existing events, with many opportunities to expand.

3. What date(s) and time(s) would your event take place?

Held one day each month, June through September, from 5PM-dusk. (Could be the first Wednesday of each month).

4. What distances people will travel to participate in the event? (i.e. local participators who live within a 5 – 10-mile radius or regional event attracting people from 3 – 5 states with a 5 – 10-hour driving distance) Please justify.

Local population within a 10-mile radius.

5. What is your expected attendance for event participants and event spectators? Please justify.

200+ guests between the hours of 5-8:30PM

6. Safety and the impact on downtown businesses, residents and the City are major priorities, please describe what street closures, detours, and parking you would request and how you would address concerns from these stakeholders?

We would enclose the 1st St Plaza (snow fencing, barriers?) so no one leaves the premises with alcohol.

7. Please describe what makes this event unique to Downtown St. Charles.

Will provide integrated outdoor dining and entertainment experience

8. How will you measure success?

Success will be measured by how much people enjoy the event and their willingness to return.

9. If success, as you have defined it, is reached, please describe future plans for this event.

Perhaps we can add additional dates or themes, ie., jazz night, Mexican night, Irish night or Italian night, the possibilities are endless.

10. Attach the business and marketing plans with expected revenue, expenses, and sponsors secured.

Revenue is unknown, no sponsors needed

11. How will your organization secure funding necessary to pay for any requested or required City resources?

The determination will be based upon discovery of requirements.

12. Provide a list of downtown businesses you have identified as likely to be affected by your event/promotion and a brief summary of your communication with them to date

Puebla, Za-Za's, Neo, Starbucks, Small Cakes, Agape, Wool and Co., Diamondaire, Steel Beam Theatre and Forever Yogurt, will all benefit from increased traffic to the area, and can promote their own businesses.



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve the Visitors Cultural Commission Funding Allocations Schedule FY16-17 and the Related Funding Agreements
Presenter:	Chris Minick, Finance Director Dr. Anne Becker, Cultural Commission Chair

Please check appropriate box:

X	Government Operations (06/06/16)		Government Services
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$87,591	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

Annually, the City budgets funds to promote the arts and cultural events in the City from the proceeds of the hotel/motel tax. Groups supporting the arts and culture within the community submit funding requests for grants to support their programs on an annual basis. The Cultural Commission meets annually to hear presentations from these groups and recommend funding allocations based on those presentations and the programs identified for funding. The Cultural Commission heard those presentations May 9, 2016.

The Commission had a budget of \$87,591 to allocate for FY 16-17, which incorporates \$7,131.00 in funding from FY 15-16 not disbursed to Fox Valley Repertory, which closed shop October 1, 2015. Eight groups applied, with each group being recommended for funding allocations, as attached.

The FY 16-17 funding level also incorporates the 10% reduction in funding as directed by the City Council during the summer of 2015.

Attachments: *(please list)*

Cultural Commission Recommended Funding Allocations Schedule for FY 16-17
Funding Agreements

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve the Visitors Cultural Commission Funding Allocations Schedule FY16-17 and the related Funding Agreements.

For office use only:

Agenda Item Number: 5a

Process Improvement Selection Matrix

		Rating Criteria														
		2	4	3	5	1										
Organization		Economic impact(Q.1)	Enhance Community Culture(Q.3)	Resident benefit(Q.3)	Enhance St. Charles Reputation(Q.5)	Essential to existence(Q.6)					Total	% of Total	Calculated Award	Final Award	2015-2016 Funding	Funding Requested
1	Fineline Creative Arts Center	2	3	2	2	1					33	12.5%	10,949	12,639	8,007	14,000
2	Fox Valley Concert Band	2	3	3	2	2					37	14.0%	12,276	6,848	5,579	10,000
3	Preservation Partners of Fox Valley	1	3	2	2	1					31	11.7%	10,285	9,221	8,157	9,500
4	St Charles Art Council	2	3	2	2	1					33	12.5%	10,949	16,848	12,216	50,000
5	Steel Beam Theater	3	2	3	2	2					35	13.3%	11,612	14,798	13,466	20,000
6	Norris Cultural Arts Center	2	2	2	2	1					29	11.0%	9,622	7,728	6,733	15,000
7	Sculpture in the Park	1	2	2	2	1					27	10.2%	8,958	6,647	5,721	7,500
8	St. Charles Singers	2	3	2	3	2					39	14.8%	12,940	12,861	11,523	14,000
15	Total										0	100.0%	87,591	87,591	71,402	140,000
													87,591		80,460	
															9,058	

Funds to Allocate -

Evaluation Instructions

This table provides a basis to assess the relative value of improving the process

1. Weight each of the rating criteria on a scale of 1-5, with 5 being most important
2. List organization to be considered for improvement
3. Correlate each organization to the rating criteria as follows:
 - 0 = None
 - 1 = Remote
 - 3 = Moderate
 - 9 = Direct and strong
4. Consider the organizations with the highest scores for greater funding.

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the The Fine Line Creative Arts Center, an Illinois not-for-profit corporation, (hereinafter referred to as "the Arts Center,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Arts Center shall devote its exclusive energies to promote a quality image of St. Charles by providing various art forms in the City.

II. In consideration of the foregoing services provided by the Arts Center, the City agrees to pay to the Arts Center, the amount of Twelve Thousand Six Hundred and Thirty Nine dollars and no/100 cents (\$12,639.00) for the period beginning May 1, 2016 and ending April 30, 2017. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Arts Center assists the City in obtaining shall be treated as a separate matter.

III. The Arts Center will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Arts Center is an independent contractor and has no authority to bind the City in any matter. The Arts Center further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Arts Center shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2017, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Arts Center will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Arts Center and not used or otherwise subject to pending contract requirements of the Arts Center shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2016.

THE FINE LINE CREATIVE ARTS CENTER

By: _____
President

CITY OF ST. CHARLES

By: _____
Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the Fox Valley Concert Band, an Illinois not-for-profit corporation, (hereinafter referred to as the "the Band,")) can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Band shall devote its exclusive energies to provide volunteer adult community concert band entertainment in accordance with the presentation of St. Charles based artists.

II. In consideration of the foregoing services provided by the Band, the City agrees to pay to the Band, the amount of Six Thousand Eight Hundred Forty Eight dollars and no/100 cents (\$6,848.00) for the period beginning May 1, 2016 and ending April 30, 2017. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Band assists the City in obtaining shall be treated as a separate matter.

III. The Band will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Band is an independent contractor and has no authority to bind the City in any matter. The Band further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Band shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2017, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Band will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Band and not used or otherwise subject to pending contract requirements of the Band shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2016.

**FOX VALLEY
CONCERT BAND**

CITY OF ST. CHARLES

By: _____
President

Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the Preservation Partners of the Fox Valley, an Illinois not-for-profit corporation, (hereinafter referred to as "the Preservation Partners,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Preservation Partners shall devote its exclusive energies to promote a quality image of St. Charles by providing historic restoration services desired by the City.

II. In consideration of the foregoing services provided by the Preservation Partners, the City agrees to pay to the Preservation Partners, the amount of Nine Thousand Two Hundred Twenty One dollars and no/100 cents (\$9,221.00) for the period beginning May 1, 2016 and ending April 30, 2017. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Preservation Partners assists the City in obtaining shall be treated as a separate matter.

III. The Preservation Partners will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Preservation Partners is an independent contractor and has no authority to bind the City in any matter. The Preservation Partners further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Preservation Partners shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2017, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Preservation Partners will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Preservation Partners and not used or otherwise subject to pending contract requirements of the Preservation Partners shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2016.

PRESERVATION PARTNERS

By: _____
President

CITY OF ST. CHARLES

By: _____
Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the St. Charles Arts Council, an Illinois not-for-profit corporation, (hereinafter referred to as "the Arts Council,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Arts Council shall devote its exclusive energies to provide various art forms within the City of St. Charles.

II. In consideration of the foregoing services provided by the Arts Council, the City agrees to pay to the Arts Council, the amount of Sixteen Thousand Eight Hundred Forty Eight dollars and no/100 cents (\$16,848.00) for the period beginning May 1, 2016 and ending April 30, 2017. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Arts Council assists the City in obtaining shall be treated as a separate matter.

III. The Arts Council will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Arts Council is an independent contractor and has no authority to bind the City in any matter. The Arts Council further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Arts Council shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2017, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Arts Council will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Arts Council and not used or otherwise subject to pending contract requirements of the Arts Council shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by a between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2016.

ST. CHARLES ARTS COUNCIL

CITY OF ST. CHARLES

By _____
President

Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the Steel Beam Theatre, an Illinois not-for-profit corporation, (hereinafter referred to as "the Theatre,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Theatre shall devote its exclusive energies to provide performances and exhibits of a cultural nature within the City of St. Charles.

II. In consideration of the foregoing services provided by the Theatre, the City agrees to pay to the Theatre, the amount of Fourteen Thousand Seven Hundred Ninety Eight dollars and no/100 cents (\$14,798.00) for the period beginning May 1, 2016 and ending April 30, 2017. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Theatre assists the City in obtaining shall be treated as a separate matter.

III. The Theatre will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Theatre is an independent contractor and has no authority to bind the City in any matter. The Theatre further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Theatre shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2017, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Theatre will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Theatre and not used or otherwise subject to pending contract requirements of the Theatre shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by a between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2016.

STEEL BEAM THEATRE

CITY OF ST. CHARLES

By _____
President

Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the Dellora A. Norris Cultural Arts Center, an Illinois not-for-profit corporation, (hereinafter referred to as the "Cultural Center,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Cultural Center shall devote its exclusive energies to provide performances and exhibits of a cultural nature within the City of St. Charles.

II. In consideration of the foregoing services provided by the Cultural Center, the City agrees to pay to the Cultural Center, the amount of Seven Thousand Seven Hundred Twenty Eight dollars and no/100 cents (\$7,728.00) for the period beginning May 1, 2016 and ending April 30, 2017. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Cultural Center assists the City in obtaining shall be treated as a separate matter.

III. The Cultural Center will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Cultural Center is an independent contractor and has no authority to bind the City in any matter. The Cultural Center further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Cultural Center shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2017, and the consideration therefor may be renewed by a written instrument executed by both parties.

VI. The Cultural Center will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Cultural Center and not used or otherwise subject to pending contract requirements of the Cultural Center shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2016.

DELLORA A. NORRIS
CULTURAL ARTS CENTER

CITY OF ST. CHARLES

By: _____
President

Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the St Charles Parks Foundation, an Illinois not-for-profit corporation sponsoring the Sculpture in the Park Event, (hereinafter referred to as "the Sculpture,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Sculpture shall devote its exclusive energies to promote a quality image of St. Charles by providing various art forms in the City.

II. In consideration of the foregoing services provided by the Sculpture, the City agrees to pay to the Sculpture, the amount of Six Thousand Six Hundred Forty Seven dollars and no/100 cents (\$6,647.00) for the period beginning May 1, 2016 and ending April 30, 2017. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Sculpture assists the City in obtaining shall be treated as a separate matter.

III. The Sculpture will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Sculpture is an independent contractor and has no authority to bind the City in any matter. The Sculpture further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Sculpture shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2017, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Sculpture will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Sculpture and not used or otherwise subject to pending contract requirements of the Sculpture shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2016.

ST CHARLES PARKS FOUNDATION

By: _____
President

CITY OF ST. CHARLES

By: _____
Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the St. Charles Singers, an Illinois not-for-profit corporation, (hereinafter referred to as "the Singers,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Singers shall devote its exclusive energies to providing subscription series concerts and benefit concerts for worthy causes.

II. In consideration of the foregoing services provided by the Singers, the City agrees to pay to the Singers, the amount of Twelve Thousand Eight Hundred Sixty One dollars and no/100 cents (\$12,861.00) for the period beginning May 1, 2016 and ending April 30, 2017. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Singers assists the City in obtaining shall be treated as a separate matter.

III. The Singers will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Singers is an independent contractor and has no authority to bind the City in any matter. The Singers further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Singers shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2017, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Singers will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Singers and not used or otherwise subject to pending contract requirements of the Singers shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by a between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2016.

ST. CHARLES SINGERS

By: _____
President

CITY OF ST. CHARLES

By: _____
Mayor



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve a Resolution of Official Intent Regarding Capital Expenditures to be Reimbursed from Proceeds of an Obligation to be Issued by the City of St. Charles, Kane and DuPage Counties, Illinois
Presenter:	Chris Minick

Please check appropriate box:

X	Government Operations (6/6/2016)		Government Services
	Planning & Development		City Council
	Public Hearing		

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

Executive Summary:

We are seeking a motion to approve a resolution of official intent to reimburse the City for costs related to several capital projects from bond proceeds. These capital projects, which were approved as part of the Fiscal Year 2016-2017 budget, include Illinois Bridge Repair, Street Improvement Projects, Police Station Building Design Engineering, continued Electric Substation 9 Development and Substation Transformer Replacements. The estimated cost of these projects is \$6,500,000.

This is a housekeeping matter to ensure compliance with IRS debt regulations and that any costs incurred after April 21, 2016 are eligible to be funded from the proceeds of the bond to be issued this summer.

Attachments: (please list)

Resolution

Recommendation / Suggested Action (briefly explain):

Recommendation to Approve a Resolution of Official Intent Regarding Capital Expenditures to be Reimbursed from Proceeds of an Obligation to be Issued by the City of St. Charles, Kane and DuPage Counties, Illinois.

For office use only:

Agenda Item Number: 5b

City of St. Charles, Illinois
Resolution No. _____

**A Resolution Expressing Official Intent Regarding
Certain Capital Expenditures to be Reimbursed from
Proceeds of an Obligation to be Issued by the City of
St. Charles, Kane and DuPage Counties, Illinois.**

**Presented & Passed by the
City Council on _____ 2016**

WHEREAS, the City of St Charles, Illinois (the "*City*"), has developed a list of capital projects (the "*Projects*") described in Exhibit A hereto; and

WHEREAS, all or a portion of the expenditures relating to the Projects (the "*Expenditures*") (i) have been paid within the sixty (60) days prior to the passage of this Resolution or (ii) will be paid on or after the passage of this Resolution.

WHEREAS, the City reasonably expects to reimburse itself for the Expenditures with the proceeds of an obligation:

NOW, THEREFORE, It is Hereby Resolved by the City Council of the City of St Charles, Kane and DuPage Counties, Illinois, in the exercise of its home rule powers, as follows:

Section 1. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Resolution are full, true and correct and do incorporate them in this resolution by this reference.

Section 2. The City reasonably expects to reimburse the Expenditures with proceeds of an obligation.

Section 3. The maximum principal amount of the obligation expected to be issued for the Projects is \$6,500,000.

Section 4. All actions of the officers, agents and employees of the City that are in conformity with the purposes and intent of this Resolution, whether taken before or after the adoption hereof, are hereby ratified, confirmed and adopted.

Section 5. This Resolution is made pursuant to Treasury Regulations Section 1.150-2.

Section 6. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed and this Resolution shall be in full force and effect forthwith upon its adoption.

Section 8. This Resolution shall be filed immediately in the office of the City Clerk.

PRESENTED to the City Council of the City of St. Charles, Illinois, this ____ day of ____ 2016.

PASSED by the City Council of the City of St. Charles, Illinois, this ____ day of ____ 2016.

APPROVED by the Mayor of the City of St. Charles, Illinois, this ____ day of ____ 2016.

Raymond P. Rogina, Mayor

ATTEST:

CITY CLERK

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

APPROVED AS TO FORM:

City Attorney

DATE: _____

EXHIBIT A

DESCRIPTION OF CAPITAL PROJECTS

Costs related to the construction of various street improvements, storm drainage improvements, electric system improvements, water line replacement, wastewater system improvements, municipal building(s) acquisition and/or improvements, riverwall improvements, and software acquisition, including all costs and expenses related to demolition, site acquisition and preparation, design, architecture, engineering and construction.



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to approve an Ordinance Amending Title 3 "Revenue and Finance", Chapter 3.42 "Alcohol Tax", Section 3.42.020 "Definitions", and Section 3.42.030 "Imposition of Tax" of the St. Charles Municipal Code
Presenter:	Chris Minick, Finance Director

Please check appropriate box:

X	Government Operations (6/6/16)		Government Services
	Planning & Development		City Council
	Public Hearing		Liquor Commission

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

Executive Summary:

Recently, the City has had several requests for fundraising events, dinners, meetings, etc. for which tickets are sold and at which alcoholic beverages are served. Typically, there is one price for a ticket and the price of the ticket includes admission, entertainment, food, and also alcoholic beverages if they are to be served at the event. The City currently levies the alcoholic beverage tax of 2% on the price of the ticket when these events occur. The City does not ask applicants to split out the individual components of the ticket charge and attempt to evaluate the reasonableness of the allocation of charges.

The attached ordinance would codify the City's current practice of charging the 2% alcohol tax to the entire ticket price for the event. The bolded sections of the attached ordinance are proposed to be added to the City's Revenue Code Chapter to codify the current practice. All other sections of the Code would remain unchanged.

This item went before the May 16, 2016 Liquor Control Commission and was recommend to move forward to the Government Operations Committee. Votes: Ayes: 4; Nays: 0; Motion Carried.

Attachments: *(please list)*

Ordinance

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve an Ordinance Amending Title 3 "Revenue and Finance", Chapter 3.42 "Alcohol Tax", Section 3.42.020 "Definitions", and Section 3.42.030 "Imposition of Tax" of the St. Charles Municipal Code.

For office use only: Agenda Item Number: 5c

City of St. Charles, Illinois
Ordinance No. 2016-M-__

An Ordinance Amending an Ordinance Amending Title 3 “Revenue and Finance”, Chapter 3.42 “Alcohol Tax”, Section 3.42.020 “Definitions”, and Section 3.42.030 “Imposition of Tax” of the St. Charles Municipal Code.

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

Section 1. That Title 3, “Revenue and Finance”, Chapter 3.42 “Alcohol Tax”, of the St. Charles Municipal Code be and is hereby amended to Section 3.42.020 “Definitions” be deleted in its entirety and replace with the following language:

- A. Alcoholic liquor is defined in the same manner as the term is defined in section 5.08.010 of this code.
- B. Event means any occurrence or gathering of people which is convened for social, professional, fund raising, fellowship, product sampling, discussion of common interest, performance, picnic, cookout, barbeque, food tasting, etc. which is convened and at which alcoholic liquor is served. Events can be regularly scheduled or one-time in occurrence and this definition shall be broadly construed for the purposes of this section.**
- C. Liquor Establishment means any premises required to obtain a retail liquor license pursuant to chapter 5.08 of this code.
- D. Owner means any person having a sufficient proprietary interest in conducting the operation of a restaurant or liquor establishment so as to entitle such a person to all or a portion of the net receipts thereof.
- E. Person means any natural person, receiver, administrator, executor, conservator, assignee, trust in perpetuity, trust, estate, firm, co-partnership, joint venture, club, company, business trust, domestic or foreign corporation, association, syndicate, society or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit or otherwise; whenever the term "person" is used in any clause prescribing and imposing a penalty, the term as applied to associations means the owners or part-owners thereof, and as applied to corporations, the officers thereof.

Section 2. That Title 3, “Revenue and Finance”, Chapter 3.42 “Alcohol Tax”, of the St. Charles Municipal Code be and is hereby amended to Section 3.42.030 “Imposition of Tax” be deleted in its entirety and replaced with the following language:

- A. There is levied and imposed upon the privilege of purchasing alcoholic liquor served or prepared at a liquor establishment in the city, a tax of two percent (2%) of the purchase price, exclusive of any other tax imposed on such alcoholic liquor.

- B. There is levied and imposed upon the privilege of purchasing alcoholic liquor in original packages only for consumption off the premises at retail at any liquor establishment in the city, a tax of two percent (2%) of the purchase price, exclusive of any other tax imposed on such alcoholic liquor at retail.
- C. There is levied and imposed a tax of two percent (2%) upon the admission price or ticket price to any Event at which alcoholic liquor is served and the price of said alcoholic liquor is included in the admission and/or ticket price to the event, exclusive of any other tax imposed on such alcoholic liquor. In the event that tickets, punch cards, or similar methods are utilized to allow or to limit purchase of alcoholic beverages, the tax of two percent (2%) shall apply to the price of the ticket(s) or punch card(s) issued. The Finance Director of the City shall make the determination of the applicability of the tax imposed by this section.**

Section 3. That after the adoption and approval hereof, this Ordinance shall (i) be printed or published in book or pamphlet form, published by the authority of the City Council of the City of St. Charles, or (ii) within thirty (30) days after the adoption and approval hereof, be published in a newspaper published in and with general circulation within the City of St. Charles.

Section 3. That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval and publication as provided by law.

PRESENTED to the City Council of the City of St. Charles, Illinois this _____ day of _____, 2016.

PASSED by the City Council of the City of St. Charles, Illinois the _____ day of _____, 2016.

APPROVED by the Mayor of the City of St. Charles, Illinois this _____ day of _____, 2016.

Mayor Raymond P. Rogina

ATTEST:

City Clerk

Ordinance No. 2016-M-_____
Page 3

COUNCIL VOTE:

Ayes:

Nays:


Abstain:

Absent:

APPROVED AS TO FORM:

City Attorney

DATE:_____

 ST. CHARLES SINCE 1834	AGENDA ITEM EXECUTIVE SUMMARY					
	Title:	Recommendation to Award Bid to Morse Group for Replacing Lift-Station Packaged Engine Generator and Automatic Transfer Switch				
	Presenter:	Mike Shortall				
<i>Please check appropriate box:</i>						
X	Government Operations (6/6/16)			Government Services		
	Planning & Development			City Council		
Estimated Cost:	\$89,750		Budgeted:	YES	X	NO
If NO, please explain how item will be funded:						
Executive Summary:						
Bids were opened on May 19 for the replacement of a lift station engine generator and automatic transfer switch that was approved in the FY16/17 budget. Three potential bids were received; however only one was a qualified bid. The qualified bid was submitted by The Morse Group at a total cost of \$89,750.						
Attachments: <i>(please list)</i>						
Bid Results & Resolution						
Recommendation/Suggested Action <i>(briefly explain):</i>						
Recommendation to award bid to Morse Group for replacing lift-station packaged engine generator and automatic transfer switch.						
<i>For office use only:</i>		<i>Agenda Item Number: 6a</i>				

BID: REPLACE LIFT-STAT.PKGD.EN.GENERATOR/AUTOMATIC TRANSFER SWITCH #160519

SUPPLIER	TOTAL COST (GENERATOR & ATS)				DELIVERY
Cummins NPower,LLC 7145 Santa Fe Dr. Hodgkins, IL 60525	No bid				
AMS Mechanical Systems, kscharlow@ams-pmt.com	No bid				
Illini Power Products, 444 Randy Rd., Carol Stream, IL 60188-2120			Was at Pre- Bid But was Unsealed		
Pure Power, 611 L:andwehr Rd.,Northbrook, IL 60062	No bid				
Protech Power, Inc. 2430 Millennium Dr. Elgin, IL 60124	No bid				
Patten Catrp.,615 W.Lake St.,Elmhurst,IL 60126	No bid				
Dreisilker Electric Motors, Inc., 352 Roosevelt Rd., Glen Ellyn, IL 60137-5692	No bid				
Morse Group,2511 Technology Dr.,Ste.#110 Elgin, IL 60124-9200	\$89,750		Was at Pre- Bid & Correct		10 Wks.
Therm Flo, Inc./Zonatherm Products,Inc.,251 Holbrook Dr.,Wheeling, IL 60090-5826			Was at Pre- Bid But was Unsealed		
Steiner Electric Co., 1250 Touhy Ave. Elk Grov. Vill., IL 60007	No bid				

MWS:cjb

Generator-ATS Bid 5-1916

City of St. Charles, Illinois
Resolution No. _____

**A Resolution Authorizing the Mayor and City Clerk of the City of
St. Charles to Approve Award of 2016/2017 Engine Generator/Automatic
Transfer Switch Bid to the Morse Group**

**Presented & Passed by the
City Council on _____, 2016**

BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to Award 2016/2017 Engine Generator/Automatic Transfer Switch Bid to The Morse Group.

PRESENTED to the City Council of the City of St. Charles, Illinois,
this _____ day of June, 2016

PASSED by the City Council of the City of St. Charles, Illinois, this _____ day of
June, 2016

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of
June, 2016

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve a Resolution Authorizing the Mayor and the City Clerk of the City of St. Charles to Approve the Award of Four (4) 2017 Ford Utility Police Interceptors to Currie Motors, through the Fleet Suburban Purchasing (SP) Cooperative and Sell Replaced Police Vehicles #1702, #1712, #1789 and #1790.
Presenter:	Michael Shortall

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations (6/6/16)	<input type="checkbox"/>	Government Services
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$27,659 ea / \$110,636	Budgeted:	YES	X	NO
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If NO, please explain how item will be funded:

Executive Summary:

We are seeking approval to purchase four (4) identical 2017 Ford Utility Police Interceptors. Two quotes have been received: Zimmerman Ford (local vendor); and Currie Motors (Fleet Suburban Purchasing (SP) Cooperative). Based on the quotes received, we would like to award Currie Motors the low quote of \$27,659. These vehicles were budgeted and approved in the FY16/17 budget and approved by the City Fleet Committee.

Currie Motors Fleet SP Cooperative	\$27,659
Zimmerman Ford Local vendor	\$28,538

We are also seeking approval to sell replaced vehicles #1702 (2010 Crown Victoria), #1712 (2010 Crown Victoria, #1789 (2004 Ford Crown Victoria) and #1790 (2012 Dodge Charger) via the online auction site.

Attachments: *(please list)*

Quotes & Resolution

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve a Resolution Authorizing the Mayor and the City Clerk of the City of St. Charles to Approve the Award of Four (4) 2017 Ford Utility Police Interceptors to Currie Motors, through the Fleet Suburban Purchasing (SP) Cooperative and Sell Replaced Vehicles #1702, #1712, #1789 and #1790.

For office use only:

Agenda Item Number: 6b



2525 East Main Street • St. Charles, IL 60174 • Phone: 630-584-1800 • Fax: 630-584-9886

2017 Ford Utility Police Interceptor AWD

3.7 TI-VCT V6 FFV
6-Speed Automatic
Rear recovery hooks
Independent front/rear suspension
Engine Oil Cooler
18.6 gallon fuel tank
Engine Hour Meter
220 Amp Alternator
78 Amp Hour Battery
Lower black body side cladding
Dual Exhaust
Black spoiler
Electric Power Assist Steering
Acoustic laminated windshield
18" Tires and Wheels
Fixed glass lift gate
Full Size Spare
AM/FM/CD
Roll curtain airbag
Safety Canopy W/Roll Over
Sensor
Anti-Lock Brakes With Advanced Trac
and traction control
LED tail lamps
2nd/3rd Row Privacy Glass
My Ford police cluster
Black Grill
Headlamps-LED Low Beam
Halogen Hi Beam
Lift Gate Release Switch - 45
Second Time out

Rearview Camera with Washer
All-Wheel Drive
Manual folding power mirror
Fold flat 60/40 rear vinyl bench
Single Zone Manual Climate
Control
Power Windows - 1 Touch
Up/Down
Power Locks
Cruise Control/Tilt Wheel
Calibrated Speedometer
Column Shift
Work Task Light red/white
Simple fleet key
Power Adjustable Pedals
Two-Way Radio Pre-Wire
Particulate air filter
Power Pig tail
Delivery within 30 Miles
Locking Glove Box

Standard Warranty:

Basic: 3 Years/ 36,000 Miles
Drivetrain: 5 Years/100,000 Miles
Corrosion: 5 Years/ Unlimited
Miles
Emissions: 8 Years/80,000 Miles
Roadside Assistance:
5 Years/60,000 Miles

Additional options included on Utility Police Interceptor

Color: Shadow black

Interior: Charcoal black cloth front buckets with vinyl rear seat

Dark car feature-Courtesy lights inoperable

Dome light red/white in cargo area

Spot light drivers side LED-Unity

Pre-wiring grill lamp, siren, speaker

Sync Basic includes USB port

Remappable (4) switches on steering wheel

Rear door handles inoperable/Locks inoperable

Front headlamp housing pre-drilled

Heated sideview mirrors

Remote keyless entry

Reverse sensing system

Engine idle override control

Municipal Police license plates & title

TOTAL PRICE

\$28,538

Please call me with any questions

Bill Wackerlin

Commercial sales

630-584-1800



**2017 Ford Utility Police Interceptor AWD
Contract # 152**



Currie Motors Fleet

"Nice People To Do Business With"

Your Full-Line Municipal Dealer
www.CurrieFleet.com

ORDER CUTOFF: TBD





2017 Ford Utility Police Interceptor AWD
Contract # 152
\$25,555.00

3.7 TI-VCT V6 FFV
6-Speed Automatic
Rear recovery hooks
Independent front/rear suspension
Engine Oil Cooler
18.6 gallon fuel tank
Engine Hour Meter
220 Amp Alternator
78 Amp Hour Battery
Lower black body side cladding
Dual Exhaust
Black spoiler
Electric Power Assist Steering
Acoustic laminated windshield
18" Tires and Wheels
Fixed glass lift gate
Full Size Spare
AM/FM/CD
Roll curtain airbag
Safety Canopy W/Roll Over
Sensor
Anti-Lock Brakes With Advanced Trac
and traction control
LED tail lamps
2nd/3rd Row Privacy Glass
My Ford police cluster
Black Grill
Headlamps-LED Low Beam
Halogen Hi Beam
Lift Gate Release Switch - 45
Second Time out

Rearview Camera with Washer
All-Wheel Drive
Manual folding power mirror
Fold flat 60/40 rear vinyl bench
Single Zone Manual Climate
Control
Power Windows - 1 Touch
Up/Down
Power Locks
Cruise Control/Tilt Wheel
Calibrated Speedometer
Column Shift
Work Task Light red/white
Simple fleet key
Power Adjustable Pedals
Two-Way Radio Pre-Wire
Particulate air filter
Power Pig tail
Delivery within 30 Miles
Locking Glove Box

Standard Warranty:
Basic: 3 Years/ 36,000 Miles
Drivetrain: 5 Years/100,000 Miles
Corrosion: 5 Years/ Unlimited
Miles
Emissions: 8 Years/80,000 Miles
Roadside Assistance:
5 Years/60,000 Miles

Order Cutoff: TBD



<input type="checkbox"/>	99T	3.5L V-6 Ecoboost® Engine (131 MPH top speed)	\$3,106.00
<input type="checkbox"/>	41H	Engine block heater	\$79.00
<input type="checkbox"/>	86L	Auto Head Lamp	\$99.00
<input checked="" type="checkbox"/>	43D	Dark car feature – Courtesy Lights Inop	\$17.00
<input checked="" type="checkbox"/>	43L	Silent Mode – manual control of Courtesy Lights Inop	\$19.00
<input type="checkbox"/>	942	Daytime Running Lights	\$39.00
<input checked="" type="checkbox"/>	17T	Dome lamp red/white cargo area	\$45.00
<input type="checkbox"/>	51Y	Spot Light Drivers Side Only - Incandescent	\$187.00
<input type="checkbox"/>	51Z	Dual Spot Lights (Driver/Passenger) Incandescent	\$306.00
<input checked="" type="checkbox"/>	51R	Spot Light Drivers Side LED Bulb - Unity	\$345.00
<input type="checkbox"/>	51T	Spot Light Drivers Side LED Bulb - Whelen	\$366.00
<input type="checkbox"/>	51S	Spot Light Dual LED Bulbs - Unity	\$541.00
<input type="checkbox"/>	51V	Spot Light Dual LED Bulbs - Whelen	\$580.00
<input type="checkbox"/>	51P	Spot Lamp Prep Kit; Driver side (does not include housing and bulb)	\$122.00
<input type="checkbox"/>	51W	Spot Lamp Prep Kit; Dual Side (does not include housing and bulbs)	\$245.00
<input type="checkbox"/>	21L	Front Auxiliary Light Red/Blue - requires option 60A	\$481.00
<input type="checkbox"/>	21W	Forward Indicator - Red/Blue Pocket Warning Light - requires option 60A	\$558.00
<input checked="" type="checkbox"/>	60A	Pre-wiring grill lamp, siren, speaker	\$45.00
<input checked="" type="checkbox"/>	63B	Side Marker LED - Red/Blue - Requires 60A	\$254.00
<input type="checkbox"/>	63L	Rear Quarter Glass Side Marker Lights - Red/Blue	\$502.00
<input type="checkbox"/>	92G	Glass-Solar Tint 2nd Row/Rear Quarter/Liftgate Window (Deletes Privacy Glass)	\$105.00
<input type="checkbox"/>	92R	Glass-Solar Tint 2nd Row Only, Privacy Glass on Rear Quarter and Liftgate Window	\$75.00
<input type="checkbox"/>	68Z	Roof rack side rails	\$136.00
<input type="checkbox"/>	76D	Deflector Plate (Standard on Ecoboost® Engine)	\$292.00
<input type="checkbox"/>	87R	Rear View Camera - Includes Electrochromic Rear View Mirror (replaces standard camera in center stack area)	N/C
<input checked="" type="checkbox"/>	53M	Sync® Basic – includes USB port and aux input jack	\$258.00
<input type="checkbox"/>	61R	Remappable (4) switches on steering wheel (less Sync)	\$136.00
<input checked="" type="checkbox"/>	61S	Remappable (4) switches on steering wheel (with Sync)	\$136.00
<input type="checkbox"/>	18W	Rear window power delete	\$22.00
<input type="checkbox"/>	68L	Rear-Door Handles Inoperable / Locks Operable	\$30.00
<input checked="" type="checkbox"/>	68G	Rear-Door Handles Inoperable / Locks Inoperable	\$30.00
<input type="checkbox"/>	52H	Hidden Door-Lock Plunger w/Rear-door Handles Op	\$122.00
<input type="checkbox"/>	52P	Hidden Door-Lock Plunger w/Rear-door Handles Inop	\$140.00
<input type="checkbox"/>	16C	1st & 2nd Row Carpet Floor Covering (includes mats)	\$110.00
<input type="checkbox"/>	88F	2nd Row Cloth Seats	\$51.00
<input type="checkbox"/>	87P	Power Passenger Seat (6-way) w/ manual recline/lumbar	\$284.00
<input type="checkbox"/>	85D	Front Console Plate-Delete (N/A w/ 67G, 67H, 67U, 85R)	N/C
<input type="checkbox"/>	85R	Rear Console Plate (N/A with 65U, 85D)	\$30.00
<input type="checkbox"/>	90D	Ballistic Door Panels – Level III Driver Front Only	\$1506.00



<input type="checkbox"/>	90E	Ballistic Door Panels – Level III Driver/Passenger Front	\$3012.00
<input type="checkbox"/>	90F	Ballistic Door Panels – Level IV Driver Front Only	\$2294.00
<input type="checkbox"/>	90G	Ballistic Door Panels – Level IV Driver/Passenger Front	\$4588.00
<input type="checkbox"/>	96W	Visor Light	\$1059.00
<input type="checkbox"/>	55B	BLIS® Blind spot monitoring (N/A with heated mirrors)	\$475.00
<input type="checkbox"/>	19L	Lockable Gas Cap	\$17.00
<input checked="" type="checkbox"/>	549	Mirrors – Heated Sideview	\$53.00
<input type="checkbox"/>	593	Perimeter Anti-Theft Alarm – Requires key Fob (595)	\$105.00
<input checked="" type="checkbox"/>	595	Remote Keyless Entry (N/A with keyed alike)	\$227.00
<input checked="" type="checkbox"/>	76R	Reverse Sensing	\$240.00
<input type="checkbox"/>		Keyed Alike – Code #:	\$45.00
<input type="checkbox"/>	65L	18" 5-spoke full face wheel covers w/ metal clips	\$53.00
<input type="checkbox"/>	64E	18" painted aluminum wheels	\$415.00
<input type="checkbox"/>	17A	Aux Air Conditioning (N/A with 63V)	\$532.00
<input type="checkbox"/>	16D	Badge Delete	N/C
<input type="checkbox"/>	63V	Cargo Storage Vault - includes lockable door/compartment light (N/A with 17A)	\$415.00
<input type="checkbox"/>	55D	Scuff Guards	\$79.00
<input type="checkbox"/>	60R	Noise Suppression Bonds (Ground Straps)	\$87.00
<input type="checkbox"/>	18X	100 Watt Siren/Speaker (includes bracket and pigtail)	\$262.00
<input type="checkbox"/>	43S	My Speed Fleet Management - allows admin to lower max vehicle speed and max audio volume / allows VMAX speed to be set in 5mph increments	\$53.00
<input type="checkbox"/>	52B	Enhanced PTU Cooler – requires EcoBoost® Engine	\$2553.00
<input type="checkbox"/>		Rustproof & Undercoating	\$395.00
<input checked="" type="checkbox"/>		Engine Idle Control	\$385.00
<input type="checkbox"/>		4 Corner LED Strokes (aftermarket using 86P)	\$895.00
<input type="checkbox"/>		CD-Rom service manual	\$325.00
<input checked="" type="checkbox"/>		License and Title fees - MP plates	\$103.00
<input type="checkbox"/>		Delivery greater than 50 miles of dealership	\$150.00

Optional Maintenance & Warranty Coverage:

<input type="checkbox"/>	ESP Extended Warranty Extra Care 5-Year 60,000 miles	\$1,620.00
<input type="checkbox"/>	ESP Extended Warranty Base Care -3 year/100,000 miles	\$1,115.00
<input type="checkbox"/>	ESP Extended Warranty Powertrain –6 year/100,000miles	\$975.00
<input type="checkbox"/>	ESP Extended Warranty Base Care – 6 year/100,000miles	\$1155.00



Equipment Groups

<input type="checkbox"/> 47C	Police Wire Harness Connector Kit – Front For connectivity to Ford PI Package solutions includes: <ul style="list-style-type: none"> • (2) Male 4-pin connectors for siren • (5) Female 4-pin connectors for lighting/siren/speaker • (1) 4-pin IP connector for speakers • (1) 4-pin IP connector for siren controller connectivity • (1) 8-pin sealed connector • (1) 14-pin IP connector 	\$91.00
<input type="checkbox"/> 21P	Police Wire Harness connector Kit – Rear For connectivity to Ford PI Package solutions includes: <ul style="list-style-type: none"> • (1) 2-pin connector for rear lighting • (1) 2-pin connector • (6) Female 4-pin connectors • (6) Male 4-pin connectors • (1) 10-pin connector 	\$114.00
<input type="checkbox"/> 65U	Police Interior Upgrade Package Includes: 1st & 2nd Row Carpet Floor Covering, Rear Cloth Seats, Center Floor Console less shifter- includes console Deletes the standard console mounting plate Note: Not available with options 67G, 67H, 67U	\$341.00
<input type="checkbox"/> 66A	Front Headlamp Lighting Solution Includes: Base LED low beam/halogen high-beam with wig-wag function, 2-white LED side warning lights, wiring, LED lights included, controller NOT included. Note: Not available with 67H; recommend using 67G or 67U	\$743.00
<input checked="" type="checkbox"/> 86P	Front Headlamp Housing Only Pre-drilled side marker holes (does not include lights) Pre-molded side warning holes with twist lock capability (does not include lights)	\$110.00
<input type="checkbox"/> 66B	Tail Lamp Lighting Solution Includes: Base LED lights plus 2-rear integrated white LED side warning lights, wiring, controller NOT included, N/A with 67H	\$371.00
<input type="checkbox"/> 66C	Rear Lighting Solution Includes two backlit flashing LED lights (mounted to inside lift gate glass), two lift gate flashing LED lights (not available with Police Interceptor package 67H)	\$398.00
<input type="checkbox"/> 86T	Tail Lamp Housing Only Pre-existing holes with standard twist lock-sealed capability, does NOT include LED lights. N/A w/66B and 67H	\$53.00
<input type="checkbox"/> 67U	Ultimate Wiring Package (n/a with Interior Upgrade Package) Includes the following: <ul style="list-style-type: none"> • Rear console mounting plate (\$5R)-contours through 2nd row; channel for wiring • Pre-wiring for grille LED lights, siren and speaker 	\$481.00



	<p>(60A)</p> <ul style="list-style-type: none"> • Wiring harness I/P to rear (overlay) • (2) light cables-supports up to (6) LED lights (engine compartment/grille) • (2) 50-amp battery and ground circuits in RH rear-quarter • (1) 10-amp siren/speaker circuit engine cargo area • Rear hatch/cargo area wiring-supports up to (6) rear LED lights <p>N/A with 65U, 67G, 67H</p>	
<input type="checkbox"/> 67G	<p>Cargo Wiring Upfit Package (n/a) with Interior Upgrade Package</p> <ul style="list-style-type: none"> • Rear Console Mounting Plate • Wiring overlay harness w/lighting & siren interface connections • Vehicle engine harness: 2-light connectors, 2-grill light connectors, 2-50 amp battery ground circuits in power junction box, 2-10 amp siren/speaker circuit • Whelen lighting PCC8R control head • Whelen PCC8R Light Relay Center • Whelen specific cable connects PCC8R to control head • Pre-wiring for grill lights siren and speaker <p>(not available with 65U 67H and 67U)</p>	\$1,169.00
<input type="checkbox"/> 67H	<p>Ready for the Road Package-not available with Interior Upgrade Package</p> <p>All-in Complete Package-Includes Police Interceptor Packages 66A 66B 66C plus</p> <ul style="list-style-type: none"> • Whelen Cencom light controller • Whelen Cencom relay center/siren amp with traffic advisor • Light controller/relay Cencom wiring • Grille LED Lights • 100 Watt Siren/Speaker • (9) I/O digital Serial Cable (console to cargo) • Hidden door lock plunger & rear door handles inop • Rear console mounting plate <p>(not available with 66A 66B 66C 67G 67U 65U)</p>	\$2,979.00

Vinyl Options

<input type="checkbox"/> 91A	<p>Two-Tone Vinyl Wrap - Package #1</p> <p>Roof & Right/left, front/rear doors vinyl - white only (Not available with: 91C, 91D, 91E, 91F, 91G, 91H, 91J)</p>	\$733.00
<input type="checkbox"/> 91C	<p>Two-Tone Vinyl Wrap - Package #3</p> <p>Roof & Right/left front doors only vinyl - white only</p>	\$611.00



	(Not available with: 91A, 91D, 91E, 91F, 91G, 91H, 91J)	
<input type="checkbox"/> 91H	Two-Tone Vinyl – Roof white only (Not available with: 91A, 91C)	\$428.00
<input type="checkbox"/> 91J	Two-Tone Vinyl – LH/RH Front Doors white only (Not available with: 91A, 91C, 91D, 91E, 91F, 91G)	\$266.00
<input type="checkbox"/> 91D	Vinyl Word Wrap - POLICE (Non-Reflective) White (YZ) lettering located on LH/RH sides of vehicle Not available with: 91A, 91C, 91E, 91F, 91G, 91J	\$694.00
<input type="checkbox"/> 91E	Vinyl Word Wrap - POLICE (Reflective) Black lettering located on LH/RH sides of vehicle Not available with: 91A, 91C, 91D, 91F, 91G, 91J	\$694.00
<input type="checkbox"/> 91F	Vinyl Word Wrap - POLICE (Reflective) White lettering located on LH/RH sides of vehicle Not available with: 91A, 91C, 91D, 91E, 91G, 91J	\$694.00
<input type="checkbox"/> 91G	Vinyl Word Wrap - SHERIFF (Non-Reflective) White lettering located on LH/RH sides of vehicle Not available with: 91A, 91C, 91D, 91E, 91F, 91J	\$694.00

Options – Exterior

<input type="checkbox"/> BU	Medium Brown Metallic	
<input type="checkbox"/> E3	Arizona Beige Metallic Clearcoat	
<input checked="" type="checkbox"/> G1	Shadow Black	
<input type="checkbox"/> HG	Smokestone Metallic	
<input type="checkbox"/> J1	Kodiak Brown Metallic	
<input type="checkbox"/> JL	Dark Toreador Red Metallic	
<input type="checkbox"/> KR	Norsea Blue Metallic	
<input type="checkbox"/> LK	Dark Blue	
<input type="checkbox"/> LM	Royal Blue	
<input type="checkbox"/> LN	Light Blue Metallic	
<input type="checkbox"/> MM	Ultra Blue Metallic	
<input type="checkbox"/> N1	Blue Jeans Metallic	
<input type="checkbox"/> TN	Silver Grey Metallic	
<input type="checkbox"/> UJ	Sterling Grey Metallic	
<input type="checkbox"/> UX	Ingot Silver Metallic	
<input type="checkbox"/> YG	Medium Titanium Metallic	
<input type="checkbox"/> YZ	Oxford White	
<input type="checkbox"/>	Special Paint	\$873.00

Options – Interior

<input checked="" type="checkbox"/>	Charcoal Black w/vinyl rear	N/C
<input type="checkbox"/>	Charcoal Black w/cloth rear	\$57.00



Please enter the following:

Agency Name & Address

Contact Name

Phone Number

Purchase Order Number

Fleet Identification Number

Tax Exempt Number

Total Dollar Amount

Total Number of Units

Delivery Address

Please submit P.O. & tax exempt letter with Vehicle Order:

*Currie Motors
9423 W. Lincoln Hwy
Frankfort, IL 60423
PHONE: (815)464-9200 FAX: (815) 464-7500
CurrieFleet@gmail.com
Contact Person: Tom Sullivan*

IF WE HAVE MISSED AN OPTION, PLEASE CONTACT OUR OFFICE.
COMPLETE UNITS IN STOCK FOR IMMEDIATE DELIVERY, CAN BE VIEWED
ON OUR WEBSITE WWW.CURRIEFLEET.COM

City of St. Charles, Illinois
Resolution No. _____

**A Resolution Authorizing the Mayor and the City Clerk of the City of
St. Charles to Approve the Award of Four (4) 2017 Ford Utility Police
Interceptors to Currie Motors Fleet and Sell Replaced Police Vehicles
#1702, #1712, #1789 and #1790**

**Presented & Passed by the
City Council on _____, 2016**

BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to approve the award of a four (4) 2017 Ford Utility Police Interceptors to Currie Motors Fleet and sell replaced Police vehicles #1702 (2010 Crown Victoria), #1712 (2010 Crown Victoria, #1789 (2004 Ford Crown Victoria) and #1790 (2012 Dodge Charger).

PRESENTED to the City Council of the City of St. Charles, Illinois,
this _____ day of June, 2016

PASSED by the City Council of the City of St. Charles, Illinois this _____ day of
June, 2016

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of
June, 2016

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve Resolution Authorizing the Mayor and the City Clerk of the City of St. Charles to Approve an ESRI Small Government Enterprise License Agreement for \$35,000 a Year for Three Years
Presenter:	Keith Nightlinger

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations (6-6-16)	<input type="checkbox"/>	Government Services
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$105,000 (\$35,000 for 3 years)	Budgeted:	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
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If NO, please explain how item will be funded:

Executive Summary:

Geographic Information Systems (GIS) is used at the City to manage utility infrastructure, property information, emergency management, and communicate information to the public through interactive web applications such as MyNeighborhood, America In Bloom, and the Capital Improvement Program.

Due to the growing demand for GIS applications our current hardware and software environment is not adequate to support the needs of the City's GIS users. As a result, we have budgeted for a second GIS server to meet the resource utilization requirements of the organization. The second server will also serve as a failover and provide redundancy. In addition to the GIS server software, purchases of web-based ArcGIS Online user software licenses are necessary.

In lieu of purchasing the software outright, Esri offers a Small Government Enterprise License Agreement (ELA) for cities with populations between 25,001 and 50,000. This is a 3-year agreement for \$35,000 each year and provides the City unlimited access to the primary software and extensions, limited quantities of specialized software, 50 named users to ArcGIS Online and \$7,500 worth of virtual training. The following table shows the cost savings to the City over three years of the ELA over the costs of purchasing the software.

	Year 1	Year 2	Year 3
Software Purchase	27,000		
Annual Maintenance	21,644	34,144	34,144
3 Year Total			116,932
Enterprise License Agreement	35,000	35,000	35,000
3 Year Total			105,000

Attachments: *(please list)*

Resolution and Contract

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve Resolution Authorizing the Mayor and the City Clerk of the City of St. Charles to Approve an ESRI Small Government Enterprise License Agreement for \$35,000 a Year for Three Years.

For office use only:

Agenda Item Number: 7a

City of St. Charles, Illinois
Resolution No. _____

**A Resolution Authorizing the Mayor and City Clerk of the City
of St. Charles to Approve an ESRI Small Government
Enterprise License Agreement for \$35,000 a Year
For Three Years**

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

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to execute that certain License Agreement, in substantially the form attached hereto and incorporated herein as Exhibit "A" by and on behalf of the City of St. Charles.

Presented to the City Council of the City of St. Charles, Illinois this ____ day of _____, 2016.

Passed by the City Council of the City of St. Charles, Illinois this ____ day of _____, 2016.

Approved by the Mayor of the City of St. Charles, Illinois this ____ day of _____, 2016.

Mayor Raymond P. Rogina

Attest:

City Clerk

Council Vote:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____



ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
St Louis Regional Office, 3060 Little Hills Expressway
St Charles, MO 63301

Phone: (636) 949-6620 Fax: (636) 949-6735
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.*

Quote is valid from: 04/06/2016 To: 07/05/2016

Quotation # 20485652

Date: April 6, 2016

Customer # 256012 Contract #

City of Saint Charles
Information Technology Dept
2 E Main St
Saint Charles, IL 60174

ATTENTION: Keith Nightlinger

PHONE: (630) 762-7076

FAX: 630-377-4487

Material	Qty	Description	Unit Price	Total
110036	1	Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement - Year 1	35,000.00	35,000.00
110036	1	Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement - Year 2	35,000.00	35,000.00
110036	1	Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement - Year 3	35,000.00	35,000.00
Item Total:				105,000.00
Subtotal:				105,000.00
Sales Tax:				0.00
Estimated Shipping & Handling(2 Day Delivery) :				0.00
Contract Pricing Adjust:				0.00
Total:				\$105,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Jean Jeannotte

Email: jjeannotte@esri.com

Phone: (636) 949-6620 x8526

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

JEANNOTTEJ

This offer is limited to the terms and conditions incorporated and attached herein.



ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
St Louis Regional Office, 3060 Little Hills Expressway
St Charles, MO 63301
Phone: (636) 949-6620 Fax: (636) 949-6735
DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of
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Quotation # 20485652

Date: April 6, 2016

Customer # 256012 Contract #

City of Saint Charles
Information Technology Dept
2 E Main St
Saint Charles, IL 60174

ATTENTION: Keith Nightlinger
PHONE: (630) 762-7076
FAX: 630-377-4487

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Jean Jeannotte

Email: jjeannotte@esri.com

Phone: (636) 949-6620 x8526

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

**Esri Use Only:**

Cust. Name _____

Cust. # _____

PO # _____

Esri Agreement # _____

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

**SMALL ENTERPRISE LICENSE AGREEMENT
COUNTY AND MUNICIPALITY
(E214-2)**

This Agreement is by and between the organization identified in the Quotation ("**Licensee**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Licensee's use of Products and incorporates by reference (i) the Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the License Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Licensee is located without reference to conflict of laws principles, and the USA federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions**

ArcGIS for Desktop Advanced
ArcGIS for Desktop Standard
ArcGIS for Desktop Basic
ArcGIS for Desktop Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
Schematics, ArcGIS Workflow Manager for Desktop,
ArcGIS Data Reviewer

Server Software and Extensions

ArcGIS for Server Workgroup and Enterprise (Advanced,
Standard, and Basic)
ArcGIS for Server Extensions: ArcGIS 3D Analyst, ArcGIS
Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS
Network Analyst, ArcGIS Schematics, ArcGIS Workflow
Manager for Server, ArcGIS Image Extension for Server

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase
Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime Standard
ArcGIS Runtime Standard Extensions: ArcGIS 3D
Analyst, ArcGIS Spatial Analyst, ArcGIS Network
Analyst

Limited Quantities

One (1) Annual Subscription to Esri Developer
Network (EDN) Standard*
One (1) Esri CityEngine Advanced Single Use License
One (1) Esri CityEngine Advanced Concurrent Use
License
One (1) ArcGIS Online Subscription
One (1) Portal for ArcGIS Subscription

OTHER BENEFITS

One (1) ArcGIS Online subscription with specified named users and credits as determined in the program description	Level 3
One (1) Portal for ArcGIS term subscription with specified named users as determined in the program description	Level 3
Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Maximum number of sets of backup media, if requested**	2
Virtual Campus Annual User License allowance	7,500
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

* Maintenance is not provided for these items.

**Additional sets of backup media may be purchased for a fee.

Licensee may accept this Agreement by signing and returning the whole Agreement with a sales quotation, purchase order, or other document ("Ordering Document") that matches the Quotation and references this Agreement. **ADDITIONAL OR CONFLICTING TERMS IN LICENSEE'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** Unless otherwise mutually agreed to, this Agreement is effective as of the date of the last signature on the signature page ("Effective Date") or, if no date is provided with the signature, the date of Esri's receipt of Licensee's Ordering Document incorporating this Agreement by reference.

Term of Agreement: 3 years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Licensee)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

LICENSEE CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Agreement:

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Licensee's organization(s).

"Fee" means the fee set forth in the Quotation.

"Incident" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"License Agreement" means (i) the applicable license agreement incorporated by this reference that is found at <http://www.esri.com/legal/software-license>; composed of the General License Terms and Conditions (E204) and Exhibit 1, Scope of Use (E300); and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed license agreement between the parties that supersedes such electronically acknowledged license agreement.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Licensee during the term of this Agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Licensee.

"Technical Support" means the technical assistance for attempting resolution of a reported Incident through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Licensee's point of contact(s) to provide all Tier 1 Support within Licensee's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Technical Support provided to the Tier 1 Help Desk when an Incident cannot be resolved through Tier 1 Support. Licensee will receive Tier 2 Support from Esri.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Licensee a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the term provided on the first page (i) for the applicable Fee and (ii) in accordance with the License Agreement.

2.2 Consultant Access. Esri grants Licensee the right to permit Licensee's consultants or contractors to use the Products exclusively for Licensee's benefit. Licensee will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Licensee. Access to or use of Products by consultants or contractors not exclusively for Licensee's benefit is prohibited. Licensee may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Licensee.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. The term of this Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified on the signature page, unless this Agreement is terminated earlier as provided herein. Licensee is only authorized to use Products during the term of this Agreement. For an Agreement with a limited term, Esri does not grant Licensee an indefinite or perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses and all Maintenance, Esri Virtual Campus access, and Esri User Conference registrations terminate on expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will be given a period of thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Licensee is unable to secure

funding through the legislative or governing body's approval process.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Licensee. Licensee may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Licensee via written notice for incorporation into the Products schedule at no additional charge. Licensee's use of new or updated Products requires Licensee to adhere to applicable additional or revised terms and conditions of the License Agreement.

4.2 Product Life Cycle. During the term of this Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Licensee may continue to use Products already Deployed for the term of this Agreement, but Licensee will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits specified in the most current applicable Esri Standard Maintenance Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Licensee may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Licensee will provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial points of contact for all questions and reporting of an Incident. The Tier 1 Help Desk will obtain a full description of each reported Incident and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Incident. The Tier 1 Help Desk may also use any other information and databases that may be developed to satisfactorily resolve the Incident.
5. If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Licensee may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Incident submitted by Tier 1 Help Desk.
5. When the Incident is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Licensee's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Licensee will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Licensee will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration date of this Agreement, Licensee will provide Esri with a written report detailing all Deployments. Upon request, Licensee will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Licensee will issue an Ordering Document upon execution of this Agreement and annually thereafter in accordance with the Quotation. Payment will be due and payable within thirty (30) calendar days of the anniversary date of the Effective Date, with the initial payment due within thirty (30) calendar days of execution of this Agreement. Esri's federal ID number is 95-2775-732.
- b. Upon receipt of the initial Ordering Document from Licensee, Esri will authorize download of the Products to Licensee for Deployment. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. For those entities that avoid sales tax by downloading deliverables, request for delivery or receipt of tangible media may cause the Fee to be subject to taxes. Licensee acknowledges that should such taxes become due, Esri has a right to invoice and Licensee will pay any such sales or use tax associated with its receipt of tangible media.
- c. Esri will provide Authorization Codes to activate the nondestructive copy protection program that enables the Products to operate.

8.2 Order Requirements

- a. All orders pertaining to this Agreement will be processed through Licensee's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Licensee name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Licensee is a commercial entity, Licensee will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Licensee with or into another corporation or entity; (ii) Licensee's acquisition of another entity; or (iii) a transfer or sale of all or part of Licensee's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Licensee's organization, that portion of Licensee's organization will uninstall, remove, and destroy or transfer the Products to Licensee.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Licensee will require any successor entity to uninstall, remove, and destroy the Products, and this Agreement will terminate upon such Ownership Change.



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Award Bid to Morse Group for Replacing Lift-Station Packaged Engine Generator and Automatic Transfer Switch
Presenter:	Mike Shortall

Please check appropriate box:

X	Government Operations (6/6/16)		Government Services
	Planning & Development		City Council

Estimated Cost:	\$89,750	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

Bids were opened on May 19 for the replacement of a lift station engine generator and automatic transfer switch that was approved in the FY 16/17 budget. Three potential bids were received; however only one was a qualified bid. The qualified bid was submitted by The Morse Group at a total cost of \$89,750.

Attachments: *(please list)*

Bid Results & Resolution

Recommendation/Suggested Action *(briefly explain):*

Recommendation to award bid to Morse Group for replacing lift-station packaged engine generator and automatic transfer switch.

For office use only:

Agenda Item Number: