

**AGENDA  
CITY OF ST. CHARLES  
GOVERNMENT OPERATIONS COMMITTEE  
ALD. JIM MARTIN, CHAIR**

**MONDAY, APRIL 1, 2013  
IMMEDIATELY FOLLOWING CITY COUNCIL MEETING  
CITY COUNCIL CHAMBERS  
2 E. MAIN ST.**

- 1. Call to Order**
- 2. Roll Call**
- 3. Omnibus Vote**
- 4. Mayor's Office**
  - a. Recommendation to approve a Class B6 Liquor license for Volpe Restaurant to be located at 210 Cedar Street, St. Charles (former Isacco Kitchen).
  - b. Recommendation to approve a Class B2 Liquor license for Macarena Tapas to be located at 1890 W Main Street, St. Charles (former Fat Rosie's Restaurant).
- 5. Police Department**
  - a. Recommendation to approve a lane closure on Illinois Street Bridge for Ducky Derby Drop and use of amplification for a loudspeaker device.
- 6. Information Systems Department**
  - a. Recommendation to approve an upgrade to the Call Manager system and approve a contract with Sentinel in the amount of \$45,323 to complete the Telephone System Upgrade Project.
  - b. Presentation to introduce CitySourced Citizen Service Request Mobil App – Information Only.
- 7. City Administrator's Office**
  - a. Discussion regarding the unwanted distribution of newspapers and other periodicals in residential neighborhoods.
- 8. Executive Session**
  - Personnel
  - Pending Litigation
  - Probable or Imminent Litigation
  - Property Acquisition
  - Collective Bargaining
  - Review of Minutes of Executive Sessions
- 9. Additional Items**
- 10. Adjournment**



ST. CHARLES  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommend approval for a Class B6 Liquor License for Volpe Restaurant

Presenter: Mayor DeWitte

*Please check appropriate box:*

X Government Operations (4/1/13)

Government Services

Planning & Development

City Council

Public Hearing

Estimated Cost:

Budgeted:

YES

NO

If NO, please explain how item will be funded:

### Executive Summary:

This is a request for a Class B6 liquor license for Volpe Restaurant to be located at 210 Cedar Street, St. Charles. Mr. Olsen has submitted a new application to operate under new ownership of the former Isacco Kitchen Restaurant. The previous liquor license issued to the former owner will be surrendered to the City of St. Charles. The requested background check has been completed. All documents are in order and have been approved by the Police Department.

### Attachments: *(please list)*

Liquor License Application (front page)  
Background Check

### Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve a Class B6 license for Volpe Restaurant to be located at 210 Cedar Street, St. Charles.

*For office use only:*

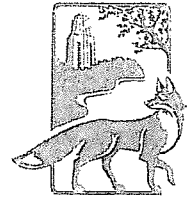
Agenda Item Number: 4a

For Office Use  
 Received: 3/19/13  
 Fee Paid: \$ 250  
 Receipt # 91886

# CITY OF ST. CHARLES

LIQUOR CONTROL COMMISSIONER

TWO EAST MAIN STREET  
 ST. CHARLES ILLINOIS 60174-1984



## City Retail Liquor Dealer License Application (rev. 6/10) Non-Refundable

Ordinance 5.08.050.A1

Application must be completed in full

Incomplete applications will be rejected

Business Type: Circle one Individual Partnership Corporation Other LLC

Business Name Volpe Sales Tax # Pending

Business Address 210 Cedar St., St. Charles, IL 60174 Business Phone # Pending

Contact Person Gene Olsen Title President Phone # [REDACTED]

Bassett Certification Attached License Class: B6

If Corporation, Corporate Name Hand to Table, LLC

Corporation Address [REDACTED]  
 Corporate Officers, plus [REDACTED] Treasurer  
 Or Sole Proprietor [REDACTED]

Have you had a business within the City of St. Charles under any other corporate name: Yes ☒ No  
 If yes, list address of business \_\_\_\_\_

Full Name, include Middle Initial \_\_\_\_\_ Title President

Birth Date [REDACTED] Birthplace Chicago Driver's License # [REDACTED] Home Phone # [REDACTED]

Home Address [REDACTED]

Full Name, include Middle Initial \_\_\_\_\_ Title \_\_\_\_\_

Birth Date \_\_\_\_\_ Birthplace \_\_\_\_\_ Driver's License # \_\_\_\_\_ Home Phone # \_\_\_\_\_

Home Address \_\_\_\_\_

Full Name, include Middle Initial \_\_\_\_\_ Title \_\_\_\_\_

Birth Date \_\_\_\_\_ Birthplace \_\_\_\_\_ Driver's License # \_\_\_\_\_ Home Phone # \_\_\_\_\_

Home Address \_\_\_\_\_

Full Name, include Middle Initial \_\_\_\_\_ Title \_\_\_\_\_

Birth Date \_\_\_\_\_ Birthplace \_\_\_\_\_ Driver's License # \_\_\_\_\_ Home Phone # \_\_\_\_\_

Home Address \_\_\_\_\_

### Schedule of Annual Fees for Retail Liquor Dealer License

#### Class A Package Liquor Sales:

A-1 (Pkg. Stores Only) \$1 600/year  
 A-2 (Pkg. Stores - Grocery/Drug) \$1 600/year  
 A-3 (Gourmet Beers & Wine) \$1 600/year  
 A-4 (Brewery & Sales) \$1 600/year

#### Class B Predominately Food

B-1 (Small Restaurant - no holding bar) \$1 200/year  
 B-2 (Holding Bar(s)) \$1 600/year  
 B-3 (Live Entertainment) \$2 600/year  
 B-4 (Beer & Wine Only) \$1 200/year  
 B-5 (Counter Service Beer & Wine Only) \$1 200/year

#### Class C Predominately Liquor

C-1 (On Premise Sales) \$1 300/year  
 C-2 (Entertainment) \$2 600/year  
 C-3 (Beer & Wine Only) \$1 200/year

#### Class D (Site Specific & Hotel/Motel):

D-1 (Pheasant Run) \$4 000/year  
 D-2 (Hotels/Motels) \$2 000/year  
 D-3 (Banquet Halls & County Clubs) \$2 000/year  
 D-4 (Clubs) \$1 000/year  
 D-5 (Arcada) \$2 000/year  
 D-6 (Q-Center) \$2 000/year

Class E Temporary Licenses: E-1 (Not for Profit) - \$50/day E-2 (Special Events-Class B&C Only) - \$100/day E-3 (Fairgrounds) - \$50/day

JH  
3/26/13

## Police Department



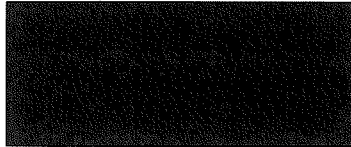
# Memo

Date: 3/22/2013  
To: Cmdr. Gatlin  
From: Ofc. B. Tynan #353 [Signature]  
Re: Liquor License Background – Volpe

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The purpose of this memo is to document the background investigation of Volpe pursuant to its application for a Class B-6 liquor license.

Applicant  
*Eugene Olsen (president)*



- Mr. Olsen is a U.S. citizen and possesses a valid Illinois driver's license  
[Redacted]
- On March 22, I met with applicant Eugene Olsen at the SCPD. He stated he plans to reopen Isacco Kitchen at 210 Cedar St as "Volpe." At the time of our meeting, he did not yet have control of the property, which prohibited us from meeting there. He stated the plan is to have control of the building by April 17. He envisions perhaps having a soft opening where alcohol would be served on April 23, followed by a hard opening on April 25. He stated the latest he would open to the public is May 1.
- Mr. Olsen stated the restaurant would serve Italian food. He will have approximately 15 staff members, all of whom worked at Isacco Kitchen, plus a new chef. He stated the occupancy would be roughly 60 people inside and 30 on the outdoor patio during appropriate times.
- Mr. Olsen stated there would be no permit-worthy work to be done on the property prior to opening. He stated the only work he will do is fresh paint and new signage.
- When opened, the business will have approximately \$9,000 worth of product (alcohol) on location. At this time, there is approximately \$7,000 worth of product on location.



- A certificate of liability insurance (Lange & Company), and a copy of a lease renewal between Anderson Colonial Real Estate Holdings, LLC. And Isacco Kitchen, dated Aug. 10, 2012 is attached.
- The criminal history of this applicant is pending receipt of conviction from the Illinois Bureau of Identification.

This concludes this background investigation.

wbt



## AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommend approval for a Class B2 Liquor License for Macarena Tapas St. Charles

Presenter: Mayor DeWitte

*Please check appropriate box:*

X	Government Operations (4/1/13)		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:

This is a request for a Class B2 liquor license for Macarena Tapas to be located at 1890 W Main Street, St. Charles (former Fat Rosie's Restaurant). The requested background check has been completed. All documents are in order pending BASSET certifications of some of the licensees and have been approved by the Police Department.

### Attachments: *(please list)*

Liquor License Application (front page)  
Background Check

### Recommendation / Suggested Action *(briefly explain):*

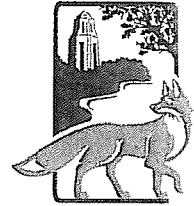
Recommendation to approve a Class B2 license for Macarena Tapas to be located at 1890 W Main Street, St. Charles (former Fat Rosie's Restaurant).

*For office use only:*

*Agenda Item Number:* 4b

For Office Use  
Received:  
Fee Paid: \$  
Receipt #

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



City Retail Liquor Dealer License Application (rev. 6/10) Non-Refundable

Ordinance 5.08.050.A1

Application must be completed in full

Incomplete applications will be rejected

Business Type: Circle one Individual Partnership Corporation Other LLC

Business Name Macarena Tapas St. Charles Sales Tax # 4101-6221

Business Address 1890 W Main St. Business Phone # \_\_\_\_\_

Contact Person John Borrás Title Co-owner Phone # 630-497-6758

Bassett Certification \_\_\_\_\_ License Class: B2

If Corporation, Corporate Name Macarena Tapas St. Charles, LLC

Corporation Address 2 Sagebrush Ct., Streamwood IL 60107

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

Have you had a business within the City of St. Charles under any other corporate name: ☐ Yes ☒ No  
If yes, list address of business \_\_\_\_\_

Full Name, include Middle Initial John Borrás Title Mr

Birth Date [REDACTED] Birthplace Caracas, Vzla Driver's License # [REDACTED] Home Phone # [REDACTED]

Home Address [REDACTED]

Full Name, include Middle Initial Alicia Borrás Title Mrs.

Birth Date 3/31/1975 Birthplace Caracas, Vzla Driver's License # [REDACTED] Home Phone # [REDACTED]

Home Address [REDACTED]

Full Name, include Middle Initial Jose A. Hernandez Martucci Title Mr.

Birth Date [REDACTED] Birthplace Caracas, Vzla Driver's License # [REDACTED] Home Phone # [REDACTED]

Home Address [REDACTED]

Full Name, include Middle Initial YVETTE ABDUL-RAHIM KASABDJÍ Title MRS.

Birth Date [REDACTED] Birthplace Caracas, Vzla Driver's License # [REDACTED] Home Phone # [REDACTED]

Home Address [REDACTED]

Schedule of Annual Fees for Retail Liquor Dealer License

Class A Package Liquor Sales:

A-1 (Pkg. Stores Only)	\$1,600/year
A-2 (Pkg. Stores – Grocery/Drug)	\$1,600/year
A-3 (Gourmet Beers & Wine)	\$1,600/year
A-4 (Brewery & Sales)	\$1,600/year

Class B Predominately Food

B-1 (Small Restaurant – no holding bar)	\$1,200/year
B-2 (Holding Bar[s])	\$1,600/year
B-3 (Live Entertainment)	\$2,600/year
B-4 (Beer & Wine Only)	\$1,200/year
B-5 (Counter Service Beer & Wine Only)	\$1,200/year

Class C Predominately Liquor:

C-1 (On Premise Sales)	\$1,300/year
C-2 (Entertainment)	\$2,600/year
C-3 (Beer & Wine Only)	\$1,200/yea

Class D (Site Specific & Hotel/Motel):

D-1 (Pheasant Run)	\$4,000/year
D-2 (Hotels/Motels)	\$2,000/year
D-3 (Banquet Halls & County Clubs)	\$2,000/year
D-4 (Clubs)	\$1,000/year
D-5 (Arcada)	\$2,000/year
D-6 (Q-Center)	\$2,000/year


Class E Temporary Licenses: E-1 (Not for Profit) -\$50/day; E-2 (Special Events-Class B&C Only) -\$100/day; E-3 (Fairgrounds) -\$50/day

John  
3/26/13

## Police Department



# Memo

Date: 3/26/2013  
To: Cmdr. Gatlin  
From: Ofc. B. Tynan #353   
Re: "Macarena Tapas" Liquor License Application


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The purpose of this memo is to document the background investigation of John Borrás, Alcira Borrás, Jose Hernandez-Martucci and Yvette Abdul-Rahim pursuant to their application for a Class B-2 liquor license for Macarena Tapas, 1890 W. Main St.

### Applicant No. 1



*Borrás, John*


  
*Plainfield, IL 60585*  


- John currently lives at the above address. This department has one contact with Borrás. On 01/22/13 he was issued a state citation for speeding in the 1300 block of E. Main St.
- Borrás is a naturalized U.S. citizen (03/01/99 – Chicago), born in Caracas, Venezuela. He possesses a valid IL driver's license .
- Borrás was fingerprinted by this department on 03/26/13.

### Applicant No. 2

*Borrás, Alcira F.*

  
*Plainfield, IL 60585*  


- Borrás currently lives at the above address. This department does not have any contacts with Borrás.
- Borrás is a naturalized U.S. citizen (12/14/12 – Chicago), born in Caracas, Venezuela. She possesses a valid IL driver's license .
- As of this date, Borrás has yet to be fingerprinted by this department.

Applicant No. 3  
*Hernandez-Martucci, Jose A.*

[REDACTED]  
*Streamwood, IL 60107*  
[REDACTED]

- Hernandez-Martucci currently lives at the above address. This department does not have any contacts with Hernandez-Martucci.
- Hernandez-Martucci is a naturalized U.S. citizen (06/08/10 – Chicago), born in Caracas, Venezuela. He possesses a valid IL driver's license [REDACTED]
- Hernandez-Martucci was fingerprinted by this department on 03/26/13.

Applicant No. 4  
*Abdul-Rahim, Yvette K.*

[REDACTED]  
*Streamwood, IL 60107*  
[REDACTED]

- Abdul-Rahim currently lives at the above address. This department does not have any contacts with Abdul-Rahim.
- Abdul-Rahim is a naturalized U.S. citizen (06/08/10 – Chicago), born in Caracas, Venezuela. She possesses a valid IL driver's license [REDACTED]
- Abdul-Rahim was fingerprinted by this department on 03/26/13.

On 03/26/13 I met with John Borrás, Jose Hernandez-Martucci and Yvette Abdul-Rahim at the St. Charles Police Department. I fingerprinted the three (attached) and then agreed to meet John at the space formerly known as "Fat Rosies," 1890 W. Main St.

At the building, John gave me a brief tour. The main door is on the south side facing the parking lot. There is a west door, and a rear (north) exit door. At this time there is significant reconstruction occurring inside. John stated the space Fat Rosies utilized was too large, and the building owner is in the process of putting up a wall on the east side of the interior to form a separate tenant space. That space will not be used by Macarena Tapas. John stated the building owner is in the process of getting the appropriate approval from the city to finish construction. Once that approval is given, John has been told that construction of the separate space should be completed within a couple weeks.

John stated the restaurant would serve strictly tapas. The liquor on hand would consist primarily of wine, but liquor and beer also will be available. There is no stock on hand at this time, but when the business is operational John stated there would be approximately \$5,000 to \$7,000 in stock on a daily basis.

He stated the main dining room will be mainly tables with occupancy of approximately 112. There also is space available outside for approximately 80 people.

John advised the group has run a successful business under the same name in Naperville since 2007 (618 S. Route 59). He stated he would like to have the business open to the public by May 1.

John stated he does have a BASSET card, but did not have it on him at the time of our meeting. He stated the other members of his group do not have that certification. I advised him all four members would need the certification per ordinance, and instructed him on how to complete the process. He stated he would fax me all the certifications once they are completed.

***\*Note:** Criminal histories on all applicants are pending receipt of conviction from the Illinois Bureau of Identification.*

This concludes this background investigation.

wbt



ST. CHARLES  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Lane Closure on Illinois Street Bridge for Ducky Derby Drop and Amplification

Presenter: Chief Jim Lamkin

*Please check appropriate box:*

X

Government Operations (4/1/13)

Government Services

Planning & Development

City Council

Public Hearing

Estimated Cost:

None

Budgeted:

YES

NO

X

If NO, please explain how item will be funded:

### Executive Summary:

The St. Charles Noon Rotary and School District 303 are sponsoring a Ducky Derby event on Sunday June 9, 2013. The event is to raise funds for Rotary to provide scholarships to high school students and for D303 to support efforts toward positive prevention message in the area of social-emotional health for teens. Both organizations would sell tickets corresponding to numbered rubber ducks that would be dropped in the Fox River from the south side of the Illinois Street bridge.

The event sponsors are requesting the south side lane of the bridge be closed to traffic from 4:30 pm until 5:30 pm to allow for a front end loader to dump the ducks into the river. The finish line would be in the area of the foot bridge to the south. Measures would be taken to contain the rubber ducks in that area by boats or waders if water levels are low. In the event of high waters the event will be postponed to a different date.

City departments have reviewed this and have determined that no costs will be incurred. With River Fest activities ongoing that day there would be adequate personnel from the Police Department to manage the one hour closing.

Also requested is the use of amplification for a loudspeaker if necessary during that time.

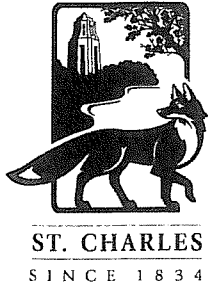
### Attachments: (please list)

### Recommendation / Suggested Action (briefly explain):

Recommendation to approve a lane closure on Illinois Street bridge for Ducky Derby Drop and use of amplification for loudspeaker device.

For office use only:

Agenda Item Number: 5a



## AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to approve a Contract with Sentinel to Upgrade the City's IP Telephone System (Cisco CallManager)
Presenter:	Peggy Forster

*Please check appropriate box:*

<input checked="" type="checkbox"/>	Government Operations (4/1/13)		Government Services
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost:	\$45,323	Budgeted:	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/> X
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If NO, please explain how item will be funded: Due to the importance of this initiative, the IS Department has reprioritized its projects, eliminating some plans and deferring others so as to assemble sufficient funds to complete the project in this fiscal year. No budget revision will be required to do this project.

### Executive Summary:

In 2000 the City installed a Cisco Call Manager IP Telephone system at a cost of \$218,500. Since then, the City has saved almost \$50,000 annually in monthly service fees as well as considerable additional savings for outside provider fees and staff time for management of the City's phones. The equipment purchased at that time as well as the current software level has reached the end of useful life and must be replaced in order to be supported by Cisco.

IS anticipated doing this project internally and did not budget separately for it. With the departure of our Network Manager and given the need to have a reliable phone system, IS is proposing to hire an outside contractor for assistance in completing the project.

The IS Department issued an RFP to five vendors in February for assistance in performing the upgrade. Three responses were received. Sentinel was the low response at \$45,323. GET\*Netrix came in at \$50,034 and CDW at \$55,824.80. Sentinel has an excellent reputation in the industry and will be able to meet all of the City's requirements.

### Attachments: *(please list)*

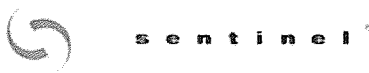
Sentinel Contract

### Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve an upgrade to the Call Manager system and approve a contract with Sentinel in the amount of \$45,323 to complete the Telephone System Upgrade project.

For office use only:	Agenda Item Number: 6a
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## **MASTER SERVICES AGREEMENT**

This Agreement is made by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City of St Charles (Customer) with principal offices at 2 E Main St, St. Charles, IL 60174.

Effective Date

Agreement No. 001 - Amended

In consideration of the mutual promises described herein and for other good and valuable consideration, the parties hereby agree as follows:

### **1. SERVICES**

Contractor agrees to provide qualified personnel to perform, for Customer, under Customer's direction, consulting services of the type and within the scope stated in the attached Appendix A (Project Scope) and Appendix B as said, Appendix A and B may from time to time be modified by mutual written agreement of the parties. Such services are hereinafter referred to as "Services" and will be provided and performed under and subject to the terms and conditions of this Agreement. In the event of a conflict between the provisions of Appendix A and B and the provisions of this Agreement, the provisions contained in Appendix A and B will prevail.

### **2. RATE OF PAYMENT FOR SERVICES**

Customer agrees to pay Contractor for Services and Expenses in accordance with the billing schedule contained in the attached Appendix B (Project Schedule), including any overtime rates set forth therein.

### **3. ADDITIONAL WORK**

After receipt of a Project Change Order by Customer which adds or changes the Services, Contractor may, at its discretion, take reasonable actions and make reasonable expenditures based on such order or Customer direction. Customer acknowledges such changes may affect the Project Scope and/or Schedule and Customer agrees to pay and reimburse Contractor for such action and expenditure on the same basis set forth in this Agreement for payments and reimbursements related to the Services.

### **4. INVOICES, PAYMENTS & CHARGES**

a. As full consideration for the performance of each Project, Customer shall pay Contractor the amount agreed upon and specified in Appendix B. Contractor shall invoice Customer for all Services actually performed by Contractor upon satisfaction of the completion or milestone dates or as otherwise specified in the Project Schedule. In absence of payment terms in Appendix B to the contrary, the following payment terms shall apply: With regard to invoices for services, Customer shall pay the invoiced amount within thirty (30) days after receipt of invoice. With regard to hardware or software product sales, Customer shall pay 50% due at delivery, 25% due 30 days after delivery, and remaining 25% due upon customer acceptance. Customer shall be responsible to pay applicable shipping charges.

b. In addition to the charges set forth on Appendix B of this Agreement, the Customer shall pay for all charges with respect to labor, including materials, for support or maintenance services performed outside the scope of Services set forth on Appendix A, at the request of the customer, at Contractor's then applicable hourly service rates and minimum charges.

c. For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for up to 120 days. If the storage period exceeds 120 days, Customer agrees to the following: a.) Customer will be responsible to pay a commercially reasonable rate for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay

the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.

5. **EMPLOYEES**

a. Customer acknowledges that Contractor has invested substantial time, effort and resources in the development and training of its employees, to enable them to provide the level of support and installation skills and services called for in this Agreement. Accordingly, during the term of this Agreement, and for a period of one (1) year following the termination of this Agreement for any reason, Contractor reserves the right to charge and Customer agrees to pay Contractor an amount equal to the affected employee's annual salary as paid by Contractor prior to hiring, if Customer hires, or retains in any capacity other than as an employee of Contractor, any employee of Contractor for each employee of Contractor so hired or retained.

b. Contractor acknowledges that Customer has invested substantial time, effort and resources in the development and training of its employees, to enable them to provide the level of support and installation skills and services called for in this Agreement. Accordingly, during the term of this Agreement, and for a period of one (1) year following the termination of this Agreement for any reason, Customer reserves the right to charge and Contractor agrees to pay Customer an amount equal to the affected employee's annual salary as paid by Customer prior to hiring, if Contractor hires, or retains in any capacity other than as an employee of Customer, any employee of Customer for each employee of Customer so hired or retained.

c. Neither Contractor nor Contractor's employees are, nor shall they be deemed to be, employees of Customer. Contractor shall be solely responsible for the payment of its employees' compensation, including employment taxes, worker's compensation and any similar taxes associated with employment of Contractor personnel. Upon receipt of written notice by Contractor that an employee of Contractor is not suitable to Customer, Contractor shall remove such employee from the performance of Services and replace such employee with another qualified individual within a reasonable period of time.

6. **CONFIDENTIAL INFORMATION**

In connection with the performance of work hereunder, it may be necessary for Customer to disclose to Contractor certain information, which is considered to be confidential and proprietary to Customer. Contractor agrees that, for a period of two (2) years from the date of disclosure, it will maintain the confidentiality of all such information which is clearly identified as confidential at the time of first disclosure to Contractor by using the same degree of care that Contractor takes to hold in confidence its own proprietary information of a similar nature. Contractor shall not, however, be required to keep confidential any information which is or becomes publicly available without fault on the part of Contractor, is already in Contractor's possession prior to receipt from Customer, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall also require each of the employees, whom it provides to perform Services for Customer, to also agree in writing to similarly maintain the confidentiality of Customer's information.

7. **LIMITATION OF REMEDY**

CONTRACTOR SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY PERFORMANCE UNDER THIS AGREEMENT. THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS, AND THE SOLE REMEDY FOR CONTRACTOR'S LIABILITY OF ANY KIND INCLUDING, LIABILITY FOR NEGLIGENCE WITH RESPECT TO SUPPORT SERVICES FURNISHED UNDER THIS AGREEMENT AND ALL OTHER PERFORMANCES BY CONTRACTOR UNDER OR PURSUANT TO THIS AGREEMENT SHALL BE LIMITED TO THE RE-PERFORMANCE OF ANY DEFECTIVE SERVICE PROVIDED BY CONTRACTOR AND SHALL IN NO EVENT INCLUDE ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS.

The foregoing limitation of liability will not apply to claims for personal injury or damage to real property and/or tangible personal property caused by Contractor's negligence.

8. **INDEMNIFICATION**

Contractor and Customer shall each indemnify and hold the other harmless (except to the extent the indemnified party is compensated by insurance) against all losses, claims, damages or liabilities arising out of or based upon damage to property of the indemnified party or its subcontractors or suppliers, or bodily injury or death of any employee of the indemnified party or its subcontractors or suppliers, caused by or related to the performance of work under or pursuant to this Agreement, provided that the property damage, personal injury or death does not result from the sole negligence of the indemnified party.

9. **TERM AND TERMINATION**

a. The Initial Term of this Agreement shall be for one (1) year from the Effective Date and shall automatically renew at the end of each yearly term, unless terminated as provided herein. In the event the Term expires before the term of any purchase order executed pursuant to this Agreement, the Term shall be extended to the expiration date of such purchase order.

b. After providing Contractor with written notice of defective service and, providing Contractor has thirty (30) days to cure such deficiencies, Customer may terminate this Agreement upon thirty (30) days written notice to Contractor if Contractor fails to perform or otherwise breaches any of Contractor's obligations under this Agreement. In addition, if Contractor files a petition in bankruptcy, becomes insolvent, or dissolves, Customer may terminate this Agreement. In the event of such termination, Customer shall pay Contractor, in accordance with Appendix B, for the portion of the Project Schedule performed through the date of termination.

c. Contractor shall cease to perform Services under this Agreement on the date of termination. In the event of termination, Customer shall be liable to Contractor only for those services performed through the date of termination.

d. Contractor may terminate this Agreement upon written notice to Customer, if Customer fails to pay Contractor within sixty (60) days after Contractor notifies Customer in writing that payment is past due.

e. Upon the expiration or termination of this Agreement for any reason; each party will be released from all obligations to the other arising after the date of expiration or termination, except for those, which by their terms survive such termination or expiration.

10. **WARRANTY**

Contractor represents and warrants that each Project Scope shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures and practices and in conformance with generally accepted professional standards for the completion of such Project Scope prevailing at the time. Further, Contractor represents and warrants that each Project Scope shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated by this Agreement.

Product warranties and return policies are provided by the respective manufacturers or publishers of the Products sold under this agreement and Contractor makes no warranties whatsoever with regard to Products.

## 11. GENERAL PROVISIONS

- a. Customer. Customer represents that it has the authority to enter into this Agreement.
- b. Contractor. Contractor retains the right to subcontract any support service described herein to subcontractor(s) of Contractor's choosing, provided that such subcontractor(s), shall possess the technical qualifications to perform service and is approved in advance by the Customer.
- c. Attorney's Fees. In any action to enforce this Agreement, the prevailing party shall be entitled to recover all court costs and expenses and reasonable attorney's fees in addition to any other relief to which it may be entitled.
- d. Severability. In the event any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.
- e. Assignment. Neither party may assign or transfer this Agreement or any of the other rights or obligations under this Agreement, without the prior written consent of the party desiring to assign its rights. Any attempted assignment or transfer without such consent shall be null and void.
- f. Waiver or Delay. A waiver of any default, hereunder, or of any term or condition of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed.
- g. Notices. All notices, requests and other communications hereunder shall be in writing, and shall be addressed to the Contractor and Customer representative designated below, and shall be considered given when (a) delivered personally, (b) sent by confirmed telex or facsimile (FAX), (c) sent by commercial overnight courier with written verification receipt, or (d) three (3) days after having been sent, postage pre-paid, by first class or certified mail.

For Customer, Name and Address: City of St Charles  
2 E Main St  
St. Charles, IL 60174

For Contractor, Name and Address: Sentinel Technologies, Inc.  
2550 Warrenville Road  
Downers Grove, IL 60515

- h. Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections under Indemnity, Confidentiality, Survival of Obligations, Rights of Materials and Taxes shall survive the expiration of this Agreement.
- i. Governing Law. This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Illinois, excluding its conflict of law rules. The parties agree that the Circuit Court of Kane County, Illinois, and the United States District Court for the Northern District of Illinois shall be the sole and exclusive venues for any action, suit or proceeding arising out of or related to this agreement, including without limitation any such action, suit or proceeding regarding the enforceability, performance, failure to perform, breach, termination or any other matter arising under or related to this Agreement. By executing this Agreement, Customer waives any right to object that either of those courts are not the proper venue for any such action, suit, or proceeding, and waives any right to object that those courts do not have or cannot properly exercise personal jurisdiction over Customer.

j. Entire Agreement; Modification. This Agreement including its Exhibits, is the complete, final, and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. This Agreement may not be varied, modified, altered, or amended except in writing signed by the parties.

k. Taxes. Unless otherwise stated, Contractor's prices do not include sales, use, excise, value added, occupational or similar taxes. In addition to the prices set out in Appendix B, the amount of any present or future sales, use, excise, value added, occupational or similar tax applicable to the Services provided hereunder shall be paid by Customer or, in lieu thereof, Customer shall provide Contractor a tax exemption certificate acceptable to the taxing authorities.

## **12. RIGHTS OF MATERIALS**

Customer shall own, upon payment of all fees incurred, any deliverables, including software programs, source and object code, files, tapes, disks, and related user documentation, originally developed solely for Customer under this Agreement. Such deliverables shall be owned by Customer for its own internal use. Contractor does not convey nor does Customer obtain any right in materials proprietary to Contractor which Contractor may utilize or provide pursuant to the Services, or other materials not developed solely for and paid in full for under this Agreement except as otherwise agreed upon in writing by the parties. Contractor shall be free to use its general knowledge, skills, and experience and any ideas, concepts, know-how and techniques related to Contractor's consulting and used in the course of providing the Services on other engagements. The parties will cooperate with each other to execute any documents necessary to achieve the objectives of this section.

## **13. POSSESSION AFTER TERMINATION OF AGREEMENT**

No later than five (5) days after the termination of this Agreement for any reason, Customer shall return to Contractor any and all of Contractor's equipment located on Customer's property and used in connection with providing the support services. Contractor may physically take possession of any such equipment not delivered to Contractor after the expiration of such five (5) day period. Customer hereby authorizes Contractor and its agents to enter onto any location at which any such equipment is located for purposes of taking possession thereof.

In witness whereof, the parties hereto have signed this Agreement as of the date signed below.

CUSTOMER:  
City of St Charles

CONTRACTOR:  
Sentinel Technologies, Inc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## **APPENDIX A**

Customer Name: City of St Charles

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Street Address: 2 E Main St

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City, State, Zip: St. Charles, IL 60174

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The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City of St Charles (Customer) with principal offices at 2 E Main St, St. Charles, IL 60174 is hereby amended to include the following:

Commencement Date

Agreement No.

Addendum No. 002r3

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### **Scope of Work**

Sentinel will provide professional services specific to our response to the City of St. Charles' 2013 Cisco Call Manager Telecommunications System Implementation RFP Proposal. Please refer to Sentinel's RFP response document for all associated professional services. Sentinel thoroughly understands the services effort associated with this project, and has provided a fixed bid quote for project completion.

### **Statement of Work - Sentinel High Availability Network Support (HANS)** 17122112

#### **1. Inspection and Repair**

Prior to the Commencement Date of Maintenance under this Agreement, the Equipment shall be subject to inspection by the Contractor at no charge to the Customer, to determine if it is in acceptable condition for maintenance under this Agreement. Any repairs, adjustments or replacement of missing items deemed necessary by the Contractor to bring the Equipment up to an acceptable condition shall be the responsibility of the Customer. The Contractor reserves the right to repudiate and terminate this Agreement if, in Contractor's opinion, the Equipment is not capable of maintenance or if Customer refuses to bring the Equipment up to an acceptable condition.

#### **2. Responsibilities of Contractor**

The Contractor shall, for the total charges set forth on Appendix B, maintain the Equipment in good operating condition and furnish maintenance service during the Contracted Periods selected by the Customer as designated on Appendix B.

The maintenance service includes:

- a. Unscheduled Remedial Maintenance Service during the Contracted Periods of Maintenance Service when notified that the Equipment is inoperative.
- b. All costs of labor and field installable parts as determined necessary by Contractor for maintaining the Equipment; which costs are incurred as a result of normal usage and wear and tear of Equipment. At Customer's request, Contractor will, for additional time and material cost, make required repairs to Equipment when required repairs are not attributable to normal wear and tear.
- c. The installation of new parts or parts equivalent to new in performance. Replaced parts shall become the property of Contractor. Contractor shall be responsible for the replacement of only those parts unusable as a result of normal usage and wear and tear.

#### **3. Responsibility of the Customer**

- a. The Customer shall notify Contractor's maintenance personnel upon Equipment failure and shall allow Contractor full and free access to the Equipment subject to the Customer's industrial security rules.
- b. The Customer shall not authorize or cause maintenance or repairs to be made or attempted to Equipment during the terms of this Agreement, except as specified and approved in advance by Contractor.
- c. The Customer shall maintain the site environmental conditions throughout the period of this Agreement in accordance with the specifications established by the Equipment manufacturer.
- d. If the Customer causes modifications to be made, or accessories or devices not covered by this Agreement to be added to the Equipment, or System, then maintenance service will be supplied unless such modifications or attachments make it impractical for Contractor to render maintenance



service in which case Contractor shall be relieved of its responsibilities. If the modifications or additions increase maintenance costs, Contractor shall have the right to adjust accordingly the maintenance charges specified on Appendix B.

- e. In order to activate Contractor's restoration guarantees, Customer agrees to present Contractor with up to date configurations of the covered devices at time of failure. Contractor's restoration guarantees will not be in full force or effect until customer provides engineer active configuration at time of failure. In the event Customer does not provide the configuration information, any incremental effort required during the restoration process that is attributable to missing configuration information may result in additional charges by Contractor.
- f. It is the Customer's responsibility to maintain and supply Contractor with current server backups as requested to facilitate system restoration. Contractor is only responsible to restore data based on the latest known good backup that Customer has supplied. In the event Customer does not provide a conforming backup, any incremental effort required by Contractor as a result of the non-conforming backup may result in additional charges by Contractor.

#### 4. Periods of Maintenance Service Availability

- a. The Monthly Maintenance Fee and the Periods of Maintenance Service available to the Customer are stated in Appendix B.
- b. If the Customer removes individual Equipment from the system configuration, said individual Equipment may be added or deleted from maintenance coverage under this Agreement by giving Contractor thirty (30) days advance written notice. SMARTnet contracts purchased on the Customer's behalf are non-refundable. Contractor agrees to provide information to assist Customer in requesting a refund for prepaid SMARTnet contracts.

#### 5. Excluded Services

The following services are outside the scope of this Agreement:

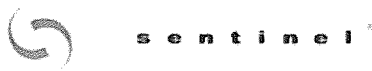
- a. Maintenance or repairs attributable to unauthorized attempts by or for the Customer to repair or maintain the Equipment; Equipment being used for purposes other than for which it was designed, to catastrophe; failure to provide suitable environmental conditions; Fault or negligence of the Customer, its agents or employees; Improper use or misuse of the Equipment, Causes external to the Equipment, such as but not limited to power failure, air conditioning failure, and electrostatic conditions.
- b. Furnishing supplies or accessories, or refurbishing of Equipment.
- c. Damage by accident, disaster or transportation.
- d. Installation, moves, adds, or changes to Equipment/software.

#### 6. Service Level Agreement (SLA) for Sentinel HANS

Contractors High Availability Network Support is designed to keep Customer's networks at the highest level of availability by ensuring that the network is repaired in a timely and comprehensive manner. From initial problem notification through complete restore, Contractor takes an active role in ensuring the high availability of the network. Note: Due to the time required for set up to support HANS agreements, adherence to SLA's will become effective no sooner than 30 days after Customer signature.

##### Incident Service Level

Severity	Notification SLA	SLA Commitment	Response SLA	SLA Commitment	MTTR (Mean Time to Repair)	SLA Commitment
Severity 1:	15 Minutes	99.5%	1 Hour	99.5%	Dependant on SLA purchased, See Appendix B	99.5%
Severity 2	15 Minutes	99.5%	2 Hours	99.5%	Dependant on SLA purchased, See Appendix B	99.5%
Severity 3	4 Hours	99.5%	NBD	99.5%	Two Business Days	99.5%



## 7. SLA Options

There are three Service Level Agreement (SLA) options for Sentinel HANS. The definitions below describe the components of each SLA offering. The SLA of each device under contract is detailed on Appendix B.

HANS – provides all the services detailed under Item 7a.below. This service does not allow the customer the ability to call the Cisco TAC directly for support or receive software updates to a device.

HANS Plus - provides all the services detailed under Item 7a.below with all equipment backed by a Cisco support agreement which provides Customer and Contractor with access to Cisco's Support resources, and the ability to update software. Contractor is ultimately responsible for supplying parts to support Cisco hardware.

HANS with PSS – provides all the services detailed under Item 7a. and 7b.below. Contractor is authorized to deliver Cisco Support and as such, Contractor has the ability to escalate to Cisco TAC for incidents, as well as receive all software updates for devices. Contractor is ultimately responsible for supplying parts to support Cisco hardware.

- a. The following details the level of support provided under all HANS service agreements.
  - All calls for service are to be placed with, monitored and escalated by Contractor.
  - Contractor will reload/configure system components with customer supplied back up as required to ensure complete functionality and restoration.
  - For service calls that are started within the contracted coverage window, Contractor will, when necessary, provide continuous effort to extend service beyond the contracted hours of coverage.
  - Contractor will provide maintenance management services and, if requested by Customer, will act as the Customer's agent in attempting to resolve issues with other vendors/suppliers.
  - Contractor will utilize remote diagnosis and remote repair capability to expedite problem resolution.
  - Contractor will supply loaner equipment on a best effort basis in emergency situations for non-core network equipment.
  - Contractor will provide primary and secondary engineers to gain knowledge of the configurations, along with an assigned escalation manager.
  - Contractor will provide advanced replacement of hardware per the SLA defined per device in Appendix B.
- b. The following details the level of support provided under all HANS with PSS service agreements.
  - Contractor will provide the software for the PSS Collector. The collector will provide the functionality outlined below and without the collector, these functions will not be possible. Specification of the hardware requirements will be given to customer during the kick-off phase. Customer is responsible for providing Contractor with SNMP Read-Only community strings for each device and Customer will be responsible to configure the community string if it is not configured correctly on the devices.
    - Contractor will provide Contract and Inventory Management on the customer infrastructure.
    - Alert reporting – alerts to bug fixes, service alerts, EOX alerts
    - Device Diagnostics alerting and access to hundreds of symptom/fix data points. Customer is responsible for configuring and registering each device in order to activate this service. A sample configuration can be provided at time of installation.
  - Access to Cisco Worldwide Parts Depot
  - Sentinel provides TAC support and escalation of cases to Cisco TAC cases on behalf of the Customer. In addition, in certain circumstances Customer may participate during Sentinel's call with Cisco TAC.





## **Proposal Assumptions**

### **Trade-In Notes**

Trade-In: Trade-In assumes a "like for like" return of all components replaced by the solution. Where possible it has been noted specific items expected as a minimum trade-in credit. It is assumed the customer will package and ship items to Sentinel at the customer's expense unless otherwise noted in the scope of work. All items are to be returned within 90 days of the items retirement or no later than 30 days of the completion of the Sentinel scope of work. Items not returned within this period will be invoiced to the customer for the trade-in value calculated for that device.

### **Technical Notes**

Design Validation Process: This proposal is to be considered final, however is subject to change based on unplanned additional functional and physical requirements gathering and architecture approval.

General Cabling: All sites assumed to have proper cabling in place for proposed project. Customer provided patch cables assumed.

Power: Unless specified within this proposal, Sentinel assumes all power conditioning, UPS systems and cables provided by the customer.

Rack & K/V/MS: Unless specified within this proposal, Sentinel assumes the customer will provide all required rack equipment, keyboard/monitor/video switching and other site specific installation hardware. Sentinel can provide this upon request with additional planning.

Remote Support: Sentinel's service estimate assumes remote access support through IP VPN or IP PPP connection. Without this access additional services may be occurred for optimization and tuning required pre and post installation.

Site Power: Power backup provisions are recommended. Unless noted here or within the equipment detail, Sentinel has not provided power backup analog lines, phones or cabling. There are many ways to provide this service including automatic power failure relay equipment and Sentinel can provide a recommendation and cost estimate upon request.

During Project Changes: Sentinel assumes unless noted here that the customer will patch in all equipment to the cabling plant within the facility. Sentinel can perform this connection service at an additional charge with an approved Project Change Request (PCR).

Access Point Installation Limits: Sentinel has not proposed wireless access points and/or bridge deployment. If a PCR requires access point installation, Sentinel assumes the safe use of ladders for installation or tower climbing. Any use of a lift or crane will increase the deployment cost as Sentinel will pass on any rental and operator fees. Sentinel does maintain an outdoor small lift truck for some jobs and does maintain ladders for installations where an 8 foot ladder is safely sufficient to install any component of the system. In addition, for safety purposes, Sentinel cannot install any access points or related equipment in elevator shafts. Installations requiring more than an 8 foot ladder, lift truck or installation in an elevator shaft must be brought to Sentinel's attention to accommodate these special circumstances.

NAC Functionality & Compatibility: Sentinel does not hold claim the NAC solution will fulfill all expectations for features, functionality, and compatibility with the customers' existing network infrastructure unless a full NAC Readiness Assessment is performed by Sentinel prior to the NAC deployment.



### **Pricing & Ordering Notes**

**Cisco Lead Times:** Sentinel has assumed pricing as a direct purchase on Cisco equipment. Lead times should be expected to be 8 weeks. Should expedited equipment requirements arise there will be an additional expedite charge to source through a warehousing distribution partner.

**Method of Payment:** Sentinel's expectation is that the Customer will issue payment to Sentinel by means of an electronic funds transfer or company check. Alternate payment methods such as credit cards may incur an additional financing fee.

**Lease Estimates:** Lease estimates based on Sentinel regularly updated rate tables. Actual and final lease to be quoted upon final contracts and based on interest rates and best available financing options.

**Expedite Premium Charges:** Unless otherwise noted all pricing reflects a direct Cisco order and is subject to Cisco lead times. Alternate sources for product may be required to meet project timeframes and requirements. Such an expedite will be considered and offered to the customer but will require a premium price beyond this quote for each item sourced through an expedite channel. Any expedite requiring Sentinel to use a stocking warehouse distributor as opposed to a Cisco direct purchase will incur a per item premium cost above the quoted pricing to be determined based on the expedited equipment. Any promotions or trade-in value lost in an expedite transaction may also increase the cost and would be quoted as applicable prior to executing the expedite order.

### **UC Assumptions**

#### **Technical Notes**

**Quoted Versions:** Cisco's solution provides forward and backward version licensing with Cisco SmartNet. Sentinel in no way is recommending a specific version within the bill of materials. All version recommendations will be performed in the post sales system design portion of the Sentinel project methodology. In all cases possible Sentinel recommends using the Cisco system test set (Golden Bridge) version recommendations. Cisco's "golden bridge" is a system wide test process by Cisco systems to certify configurations of IP Communications software. All Cisco software goes to individual testing prior to release and the "golden bridge" recommended system wide testing further validates capacity and compatibility across various IP Communications systems.

**Design Validation Process:** This proposal is to be considered final, however is subject to change based on unplanned additional functional and physical requirements gathering and architecture approval.

**Access Point Installation Limits:** Sentinel has not proposed wireless access points and/or bridge deployment. If a PCR requires access point installation, Sentinel assumes the safe use of ladders for installation or tower climbing. Any use of a lift or crane will increase the deployment cost as Sentinel will pass on any rental and operator fees. Sentinel does maintain an outdoor small lift truck for some jobs and does maintain ladders for installations where an 8 foot ladder is safely sufficient to install any component of the system. In addition, for safety purposes, Sentinel cannot install any access points or related equipment in elevator shafts. Installations requiring more than an 8 foot ladder, lift truck or installation in an elevator shaft must be brought to Sentinel's attention to accommodate these special circumstances.

All construction permits and building code requirements necessary to complete this project are the responsibility of the client. Sentinel can assist or take on this responsibility on a Time and Materials basis and will be handled through the PCR process.

**General Cabling:** All sites assumed to have proper cabling in place for VoIP phones and 10/100 Ethernet to all desktops and print server unless noted. Customer provided patch cables assumed.



**Phone Patch Cables & Wall Mounting:** Cisco IP phones include a 6 foot black patch cable and ability to be mounted on wall mount "pegs." Any additional cabling or mounting equipment, unless noted within this proposal are not included. Sentinel cannot guarantee the wall mount compatibility and recommends the customer check any existing or planned wall mount equipment matches the model phone planned for the location.

**Modem Support:** Modem performance may vary connected through the Cisco system. Sentinel cannot guarantee speed of connections as too many variables exist to determine speeds and reliability.

**Power:** Unless specified within this proposal, Sentinel assumes all power conditioning, UPS systems and cables provided by the customer.

**PoE (Power Over Ethernet):** Sentinel has attempted to assure PoE requirements are met. However, 48-port model switches and chassis may have limited wattage available for PoE devices. Sentinel suggests a detailed review with count by closet of PoE device by class and model to assure proper PoE supply is available. In the absence of information Sentinel will assume 48-port model switches quoted will have capacity for devices and any change to another model switch or additional switches for PoE wattage capacity will be in addition to the proposal.

**WAN Assumption:** Sentinel assumes any existing WAN components and sizing are sufficient for adding voice. As needed Sentinel can perform a network analysis of performance and capacity. Sentinel also offers consulting services for design, validation and bidding of WAN services as requested by the customer and can be quoted upon request. Managed WAN services must be carefully considered from a cost, customer premise and end to end QoS standpoint prior to Sentinel agreement of voice support.

**Rack & K/V/MS:** Unless specified within this proposal, Sentinel assumes the customer will provide all required rack equipment, keyboard/monitor/video switching and other site specific installation hardware. Sentinel can provide this upon request with additional planning.

**CallManager Features:** Services assume all CallManager features available within estimate with exception of extension mobility and IPMA. These need to be identified, equipment confirmed ready and services estimated for additional configuration.

**Existing Equipment Compatibility:** In situations where Sentinel will reuse existing equipment compatibility is assumed only and any incompatibility may result in replacement of existing devices. This includes analog phones planned for re-use on Cisco equipment. In many cases Sentinel can test such devices in our demonstration facility depending on the customer final configuration. However, without testing all compatibility is assumed and any replacement/updates will be in addition to the proposed solution.

**Language Support:** Unless noted within the proposal detail the solution assumes US English language only. Additional language support needs to be identified and quoted at an additional cost.

**Message Support:** Prompts, messages & music on hold. Unless noted this proposal assumes customer provided prompts and messages. Sentinel can recommend a professional service for this as required.

**Remote Support:** Sentinel's service estimate assumes remote access support through IP VPN or IP PPP connection. Without this access additional services may be occurred for optimization and tuning required pre and post installation.

**Line Quality Note:** Sentinel will work with the local line provider on the signaling quality, input gain and output attenuation. It is common upon initial production of the system minor optimization is required on the voice gateways. Symptoms can include slight echo, volume too high or low or mild jitter in the voice. All of these parameters can be optimized based on customer feedback after initial deployment should they make it past pre-production testing. It should be expected that most optimization will be performed in pre-production testing but customer feedback while in initial production will result in the best possible voice quality. Only in extreme cases will external line conditioning be required and this is not part of the Sentinel Technologies standard quotation and affects approximately 1% of installations where the carrier provided circuits can not be adjusted to provide a consistent signal quality.



Analog ports for fax machines may require specific fax machine configuration settings. These configuration settings will be provided to the customer and it is the customer's responsibility to configure the required settings on all fax machines. If compatibility issues arise that cannot be resolved by fax machine configuration settings, an alternate system connection may be required to support specific fax machines. Analog devices that are SG3 (SuperG3) are NOT supported on Cisco ATA adapters. Sentinel has provided analog ports assuming SG3 machines are not in production. However, prior to final order all fax machines should be inventoried by the customer and a final count by location of any SG3 fax compatible devices provided to the Sentinel pre-sales team. Optionally these will be addressed in a project change request during deployment at an additional equipment and labor cost.

**Existing Equipment:** Unless specified here, Sentinel has not allocated time for existing system removal and this is assumed to be performed post cut over by the customer. Additional time can be allocated upon request for equipment, cabling and phone removal as required. Any return of equipment, trade-in shipping and other services for existing system unless otherwise noted in this plan are outside the scope of this agreement.

**Site Power:** Power backup provisions are recommended. Unless noted here or within the equipment detail, Sentinel has not provided power backup analog lines, phones or cabling. There are many ways to provide this service including automatic power failure relay equipment and Sentinel can provide a recommendation and cost estimate upon request.

**System Capacities:** During the sales process Sentinel has made a best effort to determine all system sizing based on customer provided and Sentinel interpreted requirements. During detailed planning by the deployment team additional or changes in requirements may occur. Sentinel adheres strictly to the return policy of the vendor and the Sentinel Master Services agreement. In the area of phones and accessories, Sentinel makes every effort to provide the customer details on the phone capabilities and details the quantity of phones and accessories. In addition phone models, accessories and components are displayed and shown for further clarification. Changes in the qty, accessories and models will be at the cost of the customer within the Sentinel and vendor return policy. Additional services for changes will be agreed to in the Project Change process prior to order changes.

**During Project Changes:** Any changes to scope will be presented and approved through Sentinel Project Management using the Project Change Request (PCR). Changes will not be performed until the PCR is approved for procedure and all budget and timeframe impacts are understood.

**Emergency Services for Voice:** Sentinel implements 911 services on all voice solutions. Depending on local, state or federal regulation enhanced 911 services may be required. Sentinel's standard installation allows 911 calling from "9911", "x911" where x is the digit agreed to for PBX outside line requests and for "911" being dialed. This assures 911 calls are processed by the most common methods used in telecom solutions and does not block any potential emergency calls. Please refer to the detailed solution listing for 911 specific information and E911 specific equipment. Sentinel must be made aware of specific E911 requirements and recommends the customer seek professional counsel for E911 compliance recommendations for design.

**Enhanced 911 Cabling Note:** Systems with E911 requirements that include Sentinel labor to perform the installation and setup of emergency locations or zones assumes that the cabling is complete and accurately labeled for all closets/locations. All cabling is expected to be cross referenced and labeled to each individual location with this information provided to Sentinel. Additional cable management, tracking, tracing or toning will require additional professional services. Further, Sentinel has not included time to program the carrier database and assumes this will be the responsibility of the customer or the carrier providing the service.

**Rated CallManager Capacities:** Cisco CallManager number of phones is dependant on final installed solution, routing plan and many other considerations. These considerations are usually not 100% determined without a consulting engagement. Unless specifically included these ratings are estimates only and final installed configurations may require additional hardware or programming considerations. Cisco keeps an internal engineer only weight system for reference as required. Sentinel has made all possible upfront considerations to scale the system within the customers required near term capacities but can not guarantee final installed capacities within the sales process.

**Pricing & Ordering Notes**

**Equipment & Software Discounts:** This one time discount has been applied to each line item of the proposal. The discounted amount will be credited in the event any equipment qualifying for a credit is returned.

**Professional Services:** Sentinel professional services are estimated until completion of the bill of materials and scope of work with Sentinel and customer acceptance. All quotes are considered budget estimate until final contact approval.

**Cisco Lead Times:** Sentinel has assumed pricing as a direct purchase on Cisco equipment. Lead times should be expected to be 8 weeks. Should expedited equipment requirements arise there will be an additional expedite charge to source through a warehousing distribution partner.

**Lease Estimates:** Lease estimates based on Sentinel regularly updated rate tables. Actual and final lease to be quoted upon final contracts and based on interest rates and best available financing options.

**Expedite Premium Charges:** Unless otherwise noted all pricing reflects a direct Cisco order and is subject to Cisco lead times. Alternate sources for product may be required to meet project timeframes and requirements. Such an expedite will be considered and offered to the customer but will require a premium price beyond this quote for each item sourced through an expedite channel. Any expedite requiring Sentinel to use a stocking warehouse distributor as opposed to a Cisco direct purchase will incur a per item premium cost above the quoted pricing to be determined based on the expedited equipment. Any promotions or trade-in value lost in an expedite transaction may also increase the cost and would be quoted as applicable prior to executing the expedite order.

**Pricing Valid:** For 30 days unless otherwise noted.

CUSTOMER:  
City of St Charles

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACTOR:  
Sentinel Technologies, Inc.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX B**

Customer Name: City of St Charles

Street Address: 2 E Main St

City, State, Zip: St. Charles, IL 60174

The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City of St Charles (Customer) with principal offices at 2 E Main St, St. Charles, IL 60174 is hereby amended to include the following:

Commencement Date

Agreement No.

Addendum No. 002r3

**PROJECT SCHEDULE**

Customer agrees to pay Contractor for services in accordance with the following schedule:

**Cisco Call Manager Telecommunications System Implementation****TOTAL PROJECT SUMMARY****Discounted Price**

Gateways & ATA 187's	42,080.00
Sentinel HANS PSS, 24x7x4 Onsite Support - 1 Year	3,243.00

<b>Discounted Project Total</b>	<b>45,323.00</b>
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**Gateways & ATA 187's**

	<b>Retail Price</b>	<b>Discounted Price</b>
City Hall Gateway	12,515.00	6,508.00
Century Station Gateway	7,015.00	3,648.00
Police Department Gateway	5,435.00	2,827.00
Public Works Gateway	8,755.00	4,553.00
Fire Station 2 Gateway	3,475.00	1,807.00
Fire Station 3 Gateway	3,475.00	1,807.00
ATA 187's	9,000.00	4,680.00
Professional Services	25,350.00	16,250.00
<b>Pre-Discount Project Total</b>	<b>75,020.00</b>	<b>42,080.00</b>

Equipment & Software Discount - One time only for combined equipment, services and maintenance order.

-

Trade-In Discount - Assumes return of all items displaced by the replacement solution within 90 days. See General Assumptions tab note for additional details.

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<b>Discounted Total</b>	<b>42,080.00</b>
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Plus applicable tax

All shipping and handling charges are included in this price.

**Hardware/Software & Professional Services Discounts: The quoted discounts are contingent on the purchase of the entire solution as quoted.**



s e n t i n e l

**Sentinel HANS Support Services**

Sentinel HANS PSS, 24x7x4 Onsite Support - 1 Year	mos 12	Retail Price	Discounted Price 3,243.00
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<b>Annual Maintenance Total</b>	<b>3,243.00</b>
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*Note: Additional Multi-year discounted plans available upon request.*

**City Hall Gateway**

Instance Name	Description	Qty	Extended Price
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**Materials****Cisco**

	Cisco 2921 UC Bundle, PVDM3-32, UC License PAK	1	
	Cisco Config Pro Express on Router Flash	1	
	512MB DRAM for Cisco 2901-2921 ISR (Default)	1	
	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1	
	Cisco 2921/2951 AC Power Supply	1	
	IP Base License for Cisco 2901-2951	1	
	Unified Communication License for Cisco 2901-2951	1	
	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	
	Communication Manager Express or SRST - 25 seat license	3	
	Communication Manager Express or SRST - 5 seat license	1	
	Cisco Survivable Remote Site Telephony License	1	
	PVDM3 32-channel to 64-channel factory upgrade	1	
	Cisco 2901-2921 IOS UNIVERSAL	1	
	Four-port Voice Interface Card - FXO (Universal)	1	
	Two-Port Voice Interface Card- FXS and DID	1	
	Four-Port Voice Interface Card - FXS and DID	1	
	2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	1	

<b>Materials</b>	<b>\$</b>	<b>12,515.00</b>
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<b>City Hall Gateway(USD)</b>	<b>12,515.00</b>
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s e n t i n e l

**Century Station Gateway**

Instance Name	Description	Qty	Extended Price
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**Materials****Cisco**

	Cisco 2921 UC Bundle, PVDM3-32, UC License PAK	1	
	Cisco Config Pro Express on Router Flash	1	
	512MB DRAM for Cisco 2901-2921 ISR (Default)	1	
	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1	
	32-channel high-density voice and video DSP module	1	
	Cisco 2921/2951 AC Power Supply	1	
	IP Base License for Cisco 2901-2951	1	
	Unified Communication License for Cisco 2901-2951	1	
	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	
	Communication Manager Express or SRST - 25 seat license	2	
	Communication Manager Express or SRST - 5 seat license	2	
	Cisco Survivable Remote Site Telephony License	1	
	Cisco 2901-2921 IOS UNIVERSAL	1	
	Four-port Voice Interface Card - FXO (Universal)	1	

**Materials \$ 7,015.00****Century Station Gateway(USD) 7,015.00****Police Department Gateway**

Instance Name	Description	Qty	Extended Price
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**Materials****Cisco**

	Cisco 2911 UC Bundle, PVDM3-16, UC License PAK	1	
	Cisco Config Pro Express on Router Flash	1	
	512MB DRAM for Cisco 2901-2921 ISR (Default)	1	
	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1	
	16-channel high-density voice and video DSP module	1	
	Cisco 2911 AC Power Supply	1	
	IP Base License for Cisco 2901-2951	1	
	Unified Communication License for Cisco 2901-2951	1	
	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	
	Communication Manager Express or SRST - 25 seat license	1	
	Communication Manager Express or SRST - 5 seat license	3	
	Cisco Survivable Remote Site Telephony License	1	
	Cisco 2901-2921 IOS UNIVERSAL	1	
	Four-port Voice Interface Card - FXO (Universal)	1	

**Materials \$ 5,435.00****Police Department Gateway(USD) 5,435.00**





s e n t i n e l

**Public Works Gateway**

Instance Name	Description	Qty	Extended Price
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**Materials****Cisco**

	Cisco 2921 UC Bundle, PVDM3-32, UC License PAK	1	
	Cisco Config Pro Express on Router Flash	1	
	512MB DRAM for Cisco 2901-2921 ISR (Default)	1	
	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1	
	32-channel high-density voice and video DSP module	1	
	Cisco 2921/2951 AC Power Supply	1	
	IP Base License for Cisco 2901-2951	1	
	Unified Communication License for Cisco 2901-2951	1	
	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	
	Communication Manager Express or SRST - 25 seat license	3	
	Cisco Survivable Remote Site Telephony License	1	
	Cisco 2901-2921 IOS UNIVERSAL	1	
	Two-port Voice Interface Card - FXO (Universal)	1	
	Two-Port Voice Interface Card- FXS and DID	1	
	1-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	1	

**Materials \$ 8,755.00****Public Works Gateway(USD) 8,755.00****Fire Station 2 Gateway**

Instance Name	Description	Qty	Extended Price
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**Materials****Cisco**

	Cisco 2901 UC Bundle, PVDM3-16, UC License PAK	1	
	Cisco Config Pro Express on Router Flash	1	
	512MB DRAM for Cisco 2901-2921 ISR (Default)	1	
	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1	
	16-channel high-density voice and video DSP module	1	
	Cisco 2901 AC Power Supply	1	
	IP Base License for Cisco 2901-2951	1	
	Unified Communication License for Cisco 2901-2951	1	
	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	
	Communication Manager Express or SRST - 5 seat license	2	
	Cisco Survivable Remote Site Telephony License	1	
	Cisco 2901-2921 IOS UNIVERSAL	1	
	Two-port Voice Interface Card - FXO (Universal)	1	

**Materials \$ 3,475.00****Fire Station 2 Gateway(USD) 3,475.00**



s e n t i n e l \*

**Fire Station 3 Gateway**

Instance Name	Description	Qty	Extended Price
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**Materials**

Cisco

	Cisco 2901 UC Bundle, PVDM3-16, UC License PAK	1	
	Cisco Config Pro Express on Router Flash	1	
	512MB DRAM for Cisco 2901-2921 ISR (Default)	1	
	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1	
	16-channel high-density voice and video DSP module	1	
	Cisco 2901 AC Power Supply	1	
	IP Base License for Cisco 2901-2951	1	
	Unified Communication License for Cisco 2901-2951	1	
	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	
	Communication Manager Express or SRST - 5 seat license	2	
	Cisco Survivable Remote Site Telephony License	1	
	Cisco 2901-2921 IOS UNIVERSAL	1	
	Two-port Voice Interface Card - FXO (Universal)	1	

Materials \$ 3,475.00

Fire Station 3 Gateway(USD) 3,475.00

**ATA 187s**

Instance Name	Description	Qty	Extended Price
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**Materials**

Cisco

	Cisco ATA 187 with configurable impedance	30	
	ATA187 power supply cable for North America	30	

Materials \$ 9,000.00

ATA 187s (USD) 9,000.00

**HANS 1 Year**

Service Level	Qty	Unit	Ext. Price
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Sentinel HANS PSS, 24x7x4 Onsite Support - 1 Year

CISCO2921-V/K9	1		
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Sentinel HANS PSS, 24x7x4 Onsite Support - 1 Year

CISCO2921-V/K9	1		
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Sentinel HANS PSS, 24x7x4 Onsite Support - 1 Year

CISCO2911-V/K9	1		
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Sentinel HANS PSS, 24x7x4 Onsite Support - 1 Year

CISCO2921-V/K9	1		
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Sentinel HANS PSS, 24x7x4 Onsite Support - 1 Year

CISCO2901-V/K9	1		
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Sentinel HANS PSS, 24x7x4 Onsite Support - 1 Year

CISCO2901-V/K9	1		
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Total \$ 3,243



s e n t i n e l

Payment Terms: Labor – Net 30, 25% due after kickoff, 50% due at completion of work, remaining 25% due upon customer acceptance. Non-Labor – 50% due at delivery, 25% due 30 days after delivery, and remaining 25% due upon customer acceptance.”

For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for up to 120 days. If the storage period exceeds 120 days, Customer agrees to the following: a.) Customer will be responsible to pay a commercially reasonable rate for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.

#### **Fixed Price**

For the charges listed above, the Contractor shall furnish all of the materials and perform all of the work shown on the drawings and/or described in the specifications entitled Appendix A, as annexed hereto as it pertains to work to be performed at designated customer locations. Any alteration or deviation from the above specifications, including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon a written order for same, signed by Customer and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price detailed above.

**This quote is valid for 30 days from 03 / 28/ 2013**

CUSTOMER:  
City of St Charles

Signature:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

P.O. #:\_\_\_\_\_

CONTRACTOR:  
Sentinel Technologies, Inc.

Signature:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_



ST. CHARLES  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

Title: Introduction of CitySourced Citizen Service Request Mobile App

Presenter: Peggy Forster

*Please check appropriate box:*

X

Government Operations (4/1/13)

Government Services

Planning & Development

City Council

Public Hearing

Estimated Cost:

Budgeted:

YES

NO

If NO, please explain how item will be funded:

### Executive Summary:

The City is in the process of rolling out a mobile application that will allow citizens to request services or information via their portable electronic devices (smart phones, tablets, laptops, web site, etc.). This system will enable citizens and employees to easily create requests that can then be provided to the appropriate department for consideration and resolution.

Information Systems will provide a short Power Point presentation to introduce the new application.

### Attachments: *(please list)*

### Recommendation / Suggested Action *(briefly explain)*:

Information only.

*For office use only:*

*Agenda Item Number:* 6b



ST. CHARLES  
S I N C E 1 8 3 4

## AGENDA ITEM EXECUTIVE SUMMARY

Title: Discussion regarding the unwanted distribution of newspapers and other periodicals in residential neighborhoods

Presenter: Brian Townsend

*Please check appropriate box:*

X	Government Operations (4/1/13)		Government Services
	Planning & Development		City Council
	Public Hearing		

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

### Executive Summary:

Over the past several months, Aldermen Martin, Krieger, and Lewis have contacted the City Administrator with inquiries from residents about unwanted delivery/depositing of newspapers and other periodicals. The residents expressed concern about newspapers being deposited on the public right-of-way or private property. In addition, some residents attempted to resolve the issue with the newspaper company to no avail.

I previously consulted with the City Attorney and was advised that the following steps should be taken:

1. Ask the resident(s) to check the offending material for contact information and write a letter demanding that they cease the practice of depositing these materials on their property. Keep a copy of the letter. It would also be wise to telephone the distributor if the phone number is available on the materials. Keep a record of when the phone call was made and the name of the person with whom they spoke.
2. Post their property with a sign or notice indicating that the material is not wanted.
3. If violations by the same "distributor" continue to occur; we have the resident file a written complaint with the city.
4. At that point, the city could prosecute for violation of city code and the property owner would have to be the complaining witness.

Ald. Lewis was recently contacted by a resident about the practice and requested that the matter be placed on the Government Operations Committee agenda for further discussion by the committee.

**Attachments:** *(please list)*

**Photos provided by residents**

**Recommendation / Suggested Action** *(briefly explain):*

For discussion only.

*For office use only:*

*Agenda Item Number: 7a*













