

**CITY OF BATAVIA**  
100 N. Island Avenue, Batavia, IL 60510  
(630) 454-2000 <http://cityofbatavia.net>

**Committee of the Whole Agenda**  
Tuesday, March 22, 2016  
7:30 PM Council Chambers 1st Floor

1. Roll Call
2. Items Removed/Added/Changed
3. Matters From The Public (For Items NOT On Agenda)
4. Consent Agenda:

(The consent agenda is made up of items recommended by city staff that require recommendation to the full City Council by the COW. This agenda is placed as a separate item on the COW agenda. The items on the consent agenda are usually minor items, already budgeted, standard non-policy activities or outgrowths of earlier meetings and are voted on as a "package" in the interest of saving time on non-controversial issues. However, any council member may, by simple request, have an item removed and placed on the "regular" agenda.)

- a. Resolution 16-31-R: Authorization to Execute a One-Year Renewable Contract With Clarke Environmental Mosquito Management, Inc. in the Amount of \$30,900.00 (Scott Haines 3/17/16) CS

Documents: [RES 16-31-R MOSQUITO ABATEMENT PROGRAM.PDF](#)

5. Discussion: Change To Liquor Code To Allow Sale At Fuel Station Convenience Store (WRM 3/14/16) GS

Documents: [16-03-11 RE ALCOHO SALES FROM GAS STATIONS.PDF](#)

6. Project Status
7. Other
8. Closed Session:
  - a. Purchase and Sale of Electric Power
  - b. Purchase of Real Property
9. Adjournment

# CITY OF BATAVIA

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**DATE:** March 17, 2016  
**TO:** Committee of the Whole – City Services  
**FROM:** Scott A. Haines, Street Superintendent  
**SUBJECT:** Resolution 16-31-R: Authorization to Execute a One-Year Renewable Contract With Clarke Environmental Mosquito Management, Inc. in the Amount of \$30,900.00

**Summary**

The City of Batavia provides a Mosquito Abatement Program designed primarily to minimize mosquito larvae from hatching into adult mosquitoes and to monitor the mosquito population. This is best accomplished by treating mosquitoes in the larval state within storm sewer catch basins, as well as any area of standing or stagnant water within the city limits. Treatments to ponds and stagnant water are done only if the presence of mosquito larvae is detected by the contractor’s staff. The contractor’s staff collect, count, and analyze mosquitoes three times per week from six traps in various locations in the City. The results (count/type) found in traps determine if an adulticide spray application is warranted. When there is confirmation of a positive West Nile Virus mosquito or elevated trap counts in the area for several days, staff may authorize an adulticide spray application. Included in the contract amount is up to five adulticide spray applications. The larval treatment of storm sewer catch basins is performed on a schedule to ensure the treatment remains active for the entire season. Storm sewer catch basin treatments are performed by City staff.

**Proposals**

Only one bid was received this year and the bid results were as follows:

*Mosquito Abatement Program including all inspection, surveillance, control measures, disease monitoring, mapping, and reporting as specified herein. Excluding larval treatments to storm sewer catch basins, inlets, and manholes. Cost for abatement season from May to November:*

First year:	Total cost for 2016: \$30,900.00 Lump Sum
Optional second year:	Total cost for 2017: \$31,518.00 Lump Sum
Optional third year:	Total cost for 2018: \$32,148.00 Lump Sum

*Cost per mile of Chemical Control of Adult Mosquitoes (this per mile cost will be used to calculate any additions to the contract for miles over the 600-mile base or to calculate any deductions from the contract for miles below the 600-mile base):*

First year:	Cost per mile 2016: \$25.00
Optional second year:	Cost per mile 2017: \$26.00
Optional third year:	Cost per mile 2018: \$27.00

Memo to Mayor and City Council  
March 17, 2016  
Page Two

**Staff Recommendation**

Staff recommends approval of a one-year renewable contract with Clarke Environmental Mosquito Management, Inc. for \$30,900.00. At the end of the first-year term, and again at the end of the second-year term (if so extended), the contract shall automatically extend for another one-year term unless either party notifies the other party in writing of its decision not to extend the contract no later than sixty days prior to the date the contract is due to automatically terminate.

**Recommended Committee Action**

To recommend approval of Resolution 16-31-R, which authorizes execution of a one-year renewable contract with Clarke Environmental Mosquito Management, Inc. in the amount of \$30,900.00; with the option to extend the contract for a second year at \$31,518.00; and a third year at \$32,148.00

**Recommended Council Action**

To approve Resolution 16-31-R, which authorizes execution of a one-year renewable contract with Clarke Environmental Mosquito Management, Inc. in the amount of \$30,900.00; with the option to extend the contract for a second year at \$31,518.00; and a third year at \$32,148.00

**CITY OF BATAVIA, ILLINOIS  
RESOLUTION 16-31-R**

**AUTHORIZING EXECUTION OF  
A ONE-YEAR RENEWABLE CONTRACT FOR  
THE MOSQUITO ABATEMENT PROGRAM  
WITH CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC.**

**WHEREAS**, the City of Batavia provides a Mosquito Abatement Program for City residents;  
and

**WHEREAS**, the City of Batavia requested bids on the project and reviewed the submitted bid;  
and

**WHEREAS**, Clarke Environmental Mosquito Management, Inc. has submitted a bid and is the  
lowest responsible bidder for the project; and

**WHEREAS**, Clarke Environmental Mosquito Management, Inc. has the appropriate expertise  
and experience necessary to provide these services; and

**WHEREAS**, it is necessary for the City of Batavia to enter into a one-year renewable contract  
with Clarke Environmental Mosquito Management, Inc. for the Mosquito Abatement Program;

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and City Council of the City of  
Batavia, Kane and DuPage Counties, Illinois, as follows:

**SECTION 1.** That the Mayor and City Clerk are hereby authorized to execute the  
Contract with Clarke Environmental Mosquito Management, Inc. of St. Charles, Illinois,  
attached hereto as Exhibit A.

CITY OF BATAVIA, ILLINOIS RESOLUTION 15-126-R

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**PRESENTED** to and **PASSED** by the City Council of the City of Batavia, Illinois, this 4<sup>th</sup> day of April, 2016.

**APPROVED** by me as Mayor of said City of Batavia, Illinois, this 4<sup>th</sup> day of April, 2016.

\_\_\_\_\_  
Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Fischer				
2	Callahan					Wolff				
3	Hohmann					Chanzit				
4	Mueller					Stark				
5	Botterman					Thelin Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
<b>VOTE:</b>		0 Ayes	0 Nays	0 Absent	Abstentions					
Total holding office: Mayor and 14 aldermen										

ATTEST:

\_\_\_\_\_  
Heidi Wetzel, City Clerk

**CITY OF BATAVIA**  
**MOSQUITO ABATEMENT PROGRAM**  
**ONE-YEAR RENEWABLE CONTRACT**

1. **THIS AGREEMENT**, made and concluded this 4<sup>th</sup> day of April, 2016, between the **City of Batavia** acting by and through the **City Council of the City of Batavia**, known as the party of the first part, and **Clarke Mosquito Management, Inc. of St. Charles, Illinois**, their executors, administrators, successors, or assigns, known as the party of the second part.
2. **WITNESSETH:** That for and in consideration of the payments and agreements mentioned in the Proposal, attached hereto, to be made and performed by the party of the first part and, according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part, at their own proper cost and expense, to do all the work, furnish all materials, and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.
3. And it is also understood and agreed to that the notice to bidders, instructions to bidders, specifications, special provisions, proposal, and contract bond hereto attached are all essential documents of this contract and are a part hereof.
4. This contract shall have a term of one year from the effective date, provided, however, at the end of the first-year term, and again at the end of the second-year term (if so extended), the contract shall automatically extend for another one-year term unless either party notifies the other party in writing of its decision not to extend the contract no later than sixty days prior to the date the contract is due to automatically terminate.
5. **IN WITNESS WHEREOF**, the said parties have executed these presents on the date above mentioned.

For the Owner,  
Party of the First Part

**City of Batavia**

\_\_\_\_\_  
Attest: Heidi L. Wetzel, City Clerk  
(Corporate Seal)

By: \_\_\_\_\_  
Jeffery D. Schielke, Mayor

For the Contractor,  
Party of the Second Part

**Clarke Environmental Mosquito  
Management, Inc. of St. Charles, IL**

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

Signature: \_\_\_\_\_  
President, Party of Second Part

\_\_\_\_\_  
Attest: Secretary

# CITY OF BATAVIA

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**DATE:** March 14, 2016  
**TO:** Mayor & City Council  
**FROM:** Bill McGrath, City Administrator  
**SUBJECT:** Additional Revenue Source: Liquor Sales in Fuel Stations' Convenience Stores

Following our discussion last week, I sat down with the staff and then the Mayor regarding the issue of allowing sales of alcoholic beverages from businesses also selling petroleum products (fuel stations). None of the staff had any objection and the Mayor thought you should have the conversation.

There are many cities that allow this activity, most notably our neighbor Geneva. It has not had any problems arising from these sales. Chief Schira is aware of other communities which allow it and has heard nothing that would lead him to object.

Fuel stations have certainly changed over the years, and they are now characterized by being associated with either a repair operation or a food/convenience/mini-mart facility. The latter is a significant source of sales tax, and with the City's additional fuel tax, there seems to be an opportunity to take advantage of this coupling. In terms of profitability, they should be viewed as convenience stores which also sell fuel.

Gone are the days where the 16 yr. old is manning the pumps late at night; these operations run through millions of dollars, and significant investment on space and buildings for sales is part of every new facility. Since we now allow liquor sales at most convenience stores such as Walgreens, the sale at fuel stations is not that much more convenient as to lead to additional sales to minors or alcohol abuse. I don't think we can characterize the sales staff at these operations any differently than those of other businesses that sell or serve alcohol. In fact, due to the open layout of most of these businesses, I suspect it would be more difficult. The facilities are already used to having to card people for cigarettes so we would not be introducing any new procedure for them either.

In speaking with operators, we could hope to see up to a 30% increase in overall sales (liquor, gas and general merchandise. Even at half that, since we collect on all there with our own "special" taxes on each area, it could be good for the City, though I hesitate to give a "new" revenue estimate.

Other discussion points:

1. Is there a reason to limit to beer and wine only?
2. Some cities limit the sale of single cans, though it appears to be an increasing segment of the market especially with craft beers. See attached. .

Pros:

1. Convenience to residents and other customers.

2. Additional liquor license fees
3. Additional sales tax: share of state tax, our Home Rule Tax, our alcohol tax, increases in Motor Fuel Tax and Batavia fuel tax.
4. Ability to capture sales from non-residents, especially with the location of many of our facilities on major commuter roads such as Randall, Kirk and Fabyan.
5. May help to fill the space at Fabyan and Washington (Rt. 25).

Cons:

1. Will take some business from existing liquor stores and convenience stores whether they sell alcohol or not.
2. Legal fees and staff time to draft Code change
3. Values issue for some related to alcohol and substance abuse by some.

The highlighted language in the applicable portion of the Municipal Code shows the prohibition.

### **3-3-15: CLASSIFICATIONS:**

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

A. Class A - Tavern License: Class A licenses authorize the retail sale of alcoholic liquors for consumption on the premises of a tavern or saloon in which liquor sales are the primary business and food service may or may not be included. A counter or serving bar must separate the stock alcoholic liquor from the patrons and must be served by the licensee and its agents. Incidental sales of packaged alcoholic liquor are allowed with an overlay package license. The hours of operation for a class A license holder are prescribed in section [3-3-20](#) of this chapter. No entertainment is allowed except as provided in subsection [3-3-16B](#) of this chapter.

B. Class B - Package Sales: Class B licenses authorize the retail sale of alcoholic liquor in original packages only, and not for consumption on the premises. The hours of operation for said class B license holder shall be nine o'clock (9:00) A.M. to eleven o'clock (11:00) P.M. Sunday through Thursday, and nine o'clock (9:00) A.M. to twelve o'clock (12:00) midnight Friday and Saturday. No person under the age of twenty one (21) may sell or ring up the sale of packaged alcoholic liquor. Class B licenses are divided into the following subclasses:

1. Class B-1: Class B-1 licenses authorize the retail sale of alcoholic liquors in original packages only, and not for consumption on the premises, where the retail sale of packaged alcoholic liquor is the primary or principal business, the minimum gross area of the premises is one thousand four hundred (1,400) square feet **and no petroleum products are sold.**

2. Class B-2: Class B-2 licenses authorize the retail sale of alcoholic liquors in original packages only, and not for consumption on the premises, where the retail

sale of packaged alcoholic liquor is not the primary or principal business, a minimum of one thousand (1,000) square feet is allocated to the sale of packaged liquor, but not more than one-third ( $\frac{1}{3}$ ) of the retail floor area is devoted to liquor, the retail floor area devoted to prepackaged food is at least eight thousand (8,000) square feet and no petroleum products are sold.

3. Class B-3: Class B-3 licenses authorize the retail sale of alcoholic liquors in original packages only, and not for consumption on the premises, where the retail sale of packaged alcoholic liquor is secondary to the sale of pharmaceuticals and nutritional supplements, the retail floor space devoted to alcoholic liquors is no more than ten percent (10%) of total retail floor space as measured using any recognized system of measurement and the total retail floor space is at least two thousand five hundred (2,500) square feet.

This matter will be on the March 22, 2016 agenda for discussion. If you think the conversation should go forward and that it is merited, we will send notices to existing package store owners and fuel stations for another COW. We would appreciate your thoughts and insights.

Thank you

Attachment

C: Department Heads



\$10.99 \$9.99 \$6.99

<b>Beck's Advocate</b> Lagunitas Seasonal \$4.99	<b>Beck's Advocate</b> Lagunitas Maximus \$4.99	<b>Beck's Advocate</b> Lagunitas Hop Stoop \$4.99	<b>Beck's Advocate</b> Revolution Cross of Gold \$4.99	<b>Beck's Advocate</b> Tree House Space Station Mad as Hell \$10.99	<b>Beck's Advocate</b> Revolution Crystal Head \$7.99	<b>Beck's Advocate</b> Two Brothers Coffee \$8.99	<b>Beck's Advocate</b> Brasserie Dieu & Fils IPA \$7.99	<b>Beck's Advocate</b> Two Brothers IPA \$6.99
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<b>Beck's Advocate</b> Lagunitas Sucks 32oz \$6.99	<b>Beck's Advocate</b> Southern Cali Psychogaze \$6.99	<b>Beck's Advocate</b> Solemn Oath Pain Cave \$5.99	<b>Beck's Advocate</b> Arrogant Bastard \$4.99	<b>Beck's Advocate</b> Imperial Mutt Brown \$8.99	<b>Beck's Advocate</b> Southern Tier Crème Brûlée \$8.99	<b>Beck's Advocate</b> Green Flash Road Warrior \$7.99	<b>Beck's Advocate</b> Heineken \$2.99	<b>Beck's Advocate</b> Stella Artois \$2.99
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# CRAFT BEER

more selections in cooler

The PRIDE



22 Beeradvocate  
Widmer - Portland, OR  
Barrel Aged Bourbon  
\$10.49

98 Beeradvocate  
Three Floyds - Munster, IA  
\$11.99

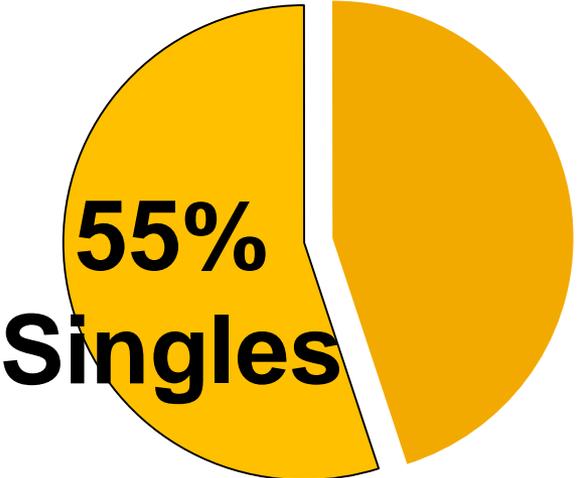
Beeradvocate  
Three Floyds  
Calumet Queen  
\$10.99

THE SERIES  
Long Haul  
Session Ale  
TWO BROTHERS BEER CO.



# They're coming to C-Stores for Beer Singles

**More than half of C-Store Beer transactions**



% of C-Store Beer baskets

## Singles



- **55% of Transactions**
- **60% of Units (+6% CAGR)**
- **33% of Gross Profit**



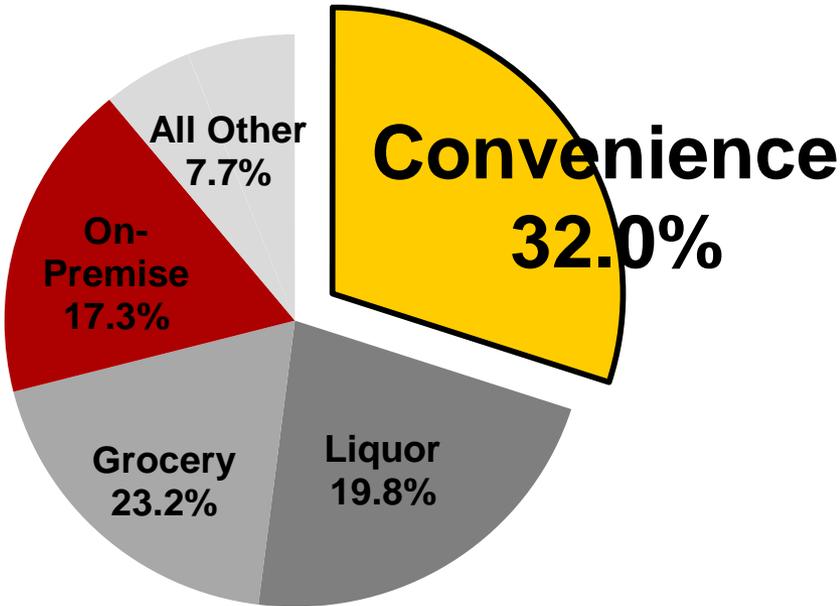
**He comes to C-Store 24xs/month Buys Singles 19 Times**

Source: MillerCoors PBM Transaction Analysis; 1.8 Billion C-Store baskets

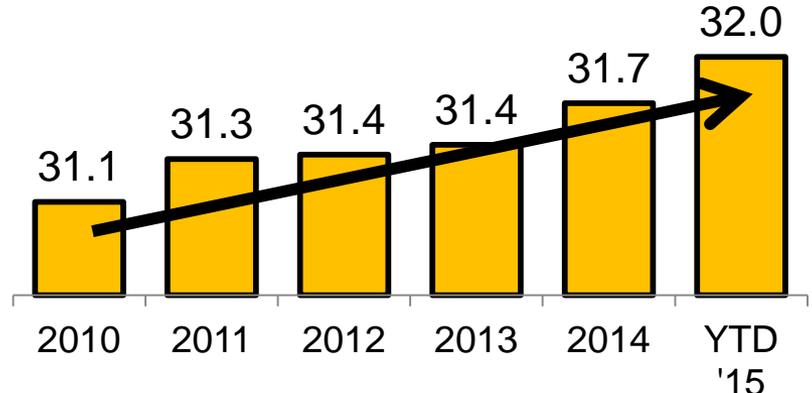
**C-Stores are the #1 Destination for Beer and Increasing in Importance**

**Largest**

**And Growing**



**+\$2 Billion**



**Share of Beer Industry Volume**

**C-Store Shr of Beer Industry Vol**