1. Agenda

   Documents: GOVERNMENT SERVICES MARCH 11, 2013 AGENDA.PDF

2. Minutes

   Documents: GOVERNMENT SERVICES FEBRUARY 25, 2013 MINUTES.PDF

3. Resolution

   Documents: RESOLUTION 13-31-R AUTHORIZE AGREMENT WITH NEW WORLD SYSTEMS.PDF

4. Resolution

   Documents: RESOLUTION 13-41-R PLUMBING INSPECTOR CONTRACT.PDF

5. Resolution

   Documents: RESOLUTION 13-40-R LOYALTY DAY PARADE.PDF

6. Resolution

   Documents: RESOLUTION 13-39-R AMEND INTERGOVERNMENTAL AGREEMENT WITH TRICITY POLICE RECORDS.PDF

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

**GOVERNMENT SERVICES COMMITTEE AGENDA**
Monday, March 11, 2013
7:30 p.m. – City Council Chamber 1st Floor

1. Roll Call

2. Approve Minutes for February 25, 2013

3. Items Removed/Added/Changed

4. Resolution 13-40-R: Resolution to Seek a Permit from IDOT for Loyalty Day Parade (D/C Autenreith 03/05/13) **VOTE_____CONSENT___YES____NO**

5. Resolution 13-39-R: Resolution Amending the Intergovernmental Agreement for the Tri-City Police Records (GJS 03/04/13) **VOTE_____CONSENT___YES____NO**

6. Resolution 13-31-R: Resolution Authorizing Execution of an Agreement with New World Systems for Software Maintenance (TD 03/04/13)
**VOTE_____ CONSENT____ YES____ NO**

7. Resolution 13-41-R: Resolution Authorizing Execution of an Agreement with First Inspections Services for Plumbing Inspections (Jeff Albertson 03/05/13)
**VOTE_____ CONSENT____ YES____ NO**

8. Liquor Code Updates Further Discussion

9. Project Status Update

10. Other

11. Matters From The Public

12. Discussion: Filling Vacant Position (WRM 3/8/13)

13. Executive Session: Collective Bargaining

14. Adjournment

Dietz, Chair
Sparks, Vice-Chair
Liva
Tenuta

Chanzit
Thelin Atac
Stark

**MINUTES**
**February 25, 2013**
**Government Services Committee**
**City of Batavia**

PLEASE NOTE: These minutes are not a word-for-word transcription of the statements made at the meeting, nor intended to be a comprehensive review of all discussions. Minutes are intended to make an official record of the actions taken by the Committee/City Council, and to include some description of discussion points as understood by the minute-taker. Any references to discussion and/or statements are only to provide greater clarity to the public and they may not reference all, some, or any of an individual speaker's comments.

Vice Chairman Sparks called the meeting to order at 7:31 p.m.

## 1. Roll Call

| | |
|---|---|
| **Members Present:** | **Aldermen Chanzit, Liva, Sparks, and Thelin Atac** |
| **Members Absent:** | **Aldermen Dietz, Stark, and Tenuta** |
| **Also Present:** | **Aldermen Frydendall and Volk; William McGrath, City Administrator; Police Chief Schira, Mayor Schielke (7:33 p.m.), and Connie Rizo, Recording Secretary** |

## 2. Approve Minutes for February 11, 2013

| | |
|---|---|
| **Motion:** | To approve the 2/11/13 Government Services Committee meeting minutes. |
| **Maker:** | Chanzit |
| **Second:** | Thelin Atac |
| **Voice vote:** | 4 Ayes, 0 Nays, Motion Carried. |

## 3. Items Removed/Added/Changed

None.

## 4. Municipal Code Revision Discussion: Liquor Code (WRM 2/22/13)

Bill McGrath stated tonight's discussion was a continuing review of the municipal liquor code that was in need of revision.

McGrath opined that the main issue in the previous liquor code discussion was the requirement of BASSET training. McGrath stated since that discussion it has been noted in a lot of the cities a desired use of alcohol for grand openings and social gatherings that are different from what Batavia has previously experienced. McGrath indicated in addition to that issue the BYOB issue where patrons carry in their own liquor needed to be addressed.

McGrath shared that a lot of work has been done by Chief Schira, Deputy Chief Eul, Scott Buening, Atty. Kevin Drendel, and Atty. G. Tyler Stevenson relative to the liquor code review. McGrath explained as the review began it was noticed that a lot of the classifications related more with the times when the liquor code was created and were not applicable to today's situation. McGrath indicated it was impossible to edit the old code and realized it was necessary to rewrite a new draft of the liquor code. McGrath mentioned that the police brought in several other cities liquor codes and then pieced together what was the best from those that were reviewed. McGrath commented that the important items that needed to be addressed for Batavia are contained in the rewritten new draft of the liquor code and do not interfere with any current liquor license holders to continue to have a liquor license.

McGrath stated the section on the outside seating license agreement would be worked on as well as those wanting to serve alcohol on public property and the issue of live entertainment. McGrath conveyed that Atty. Drendel advised the best way to handle all of those issues would be to set up basic classifications (i.e. package, restaurant, grocery store) to make it simple. McGrath indicated if a license is desired for an outdoor or an entertainment event it would be an adjunct license. McGrath stated the rewritten draft is set up taking these factors into account.

McGrath expressed that the reason for the rewriting of the liquor license is to modernize the code. McGrath stated the project was not done with the intent to add more classifications to increase revenue. McGrath stated when the letters were written to the current liquor license holders it was made clear that fees would not be discussed until the next Government Services Committee meeting if the members desired to do so.

McGrath stated at the last meetings there was a focus on what was deemed the loosely regulated uses (BYOB=Carry In license, special uses, and special events) of alcohol and so it was discussed and included in the rewritten draft version. McGrath stated a reasonable amount of time would be given for necessary individuals to get the required BASSET training and he pointed out that it is not required of every single person who works in a tavern or restaurant, but just those who serve the public liquor. McGrath stated it has been made clear about the prohibition of giving alcohol away.

Chief Schira reiterated what McGrath stated about reviewing several other cities liquor codes and then piecing together what was the best from those that were reviewed. Chief Schira indicated the group was especially mindful of the bordering cities to Batavia. Chief Schira mentioned that there are items in Atty. Drendel's 2/20/13 policy decisions (refer to document) that staff could make decisions on that the aldermen need to be aware of.

Vice Chairman Sparks inquired what classification the BYOB establishments would be under. McGrath stated they would be under the Carry In Class C license. Chief Schira indicated that was a newly created liquor license class. McGrath shared that he met with the establishments in Batavia that fall in this class. McGrath stated that after doing some research it was discovered that dram shop insurance costs about $500. McGrath

added that staff has discussed a fee of $150 for the Carry In liquor license since the establishment would not be making any revenue from selling the alcohol.

McGrath shared that the first issue that Atty. Drendel pointed out was that under law the Mayor has the authority to issue liquor licenses if there are licenses created to distribute. McGrath stated the way the City has always kept absolute control over this is by creating new licenses when someone applies for one and then if the Committee deems it appropriate then it is created and when someone goes out of business unless someone is in the queue the code is changed again. McGrath stated that is a lot of legislation on the part of the Committee and he opined whether that would keep the same kind of control as previously. McGrath stated the Committee should discuss if they want to keep it that way or set an absolute number of licenses and allow the Mayor to give out those liquor licenses.

McGrath stated another policy issue to be discussed is since the overlay licenses by their nature are not necessarily limited it was thought if the status quo was kept for creating licenses and consenting to the award of licenses then at least on the temporary licenses and overlay liquor licenses those might be treated differently and would allow the Liquor Commissioner (Mayor by statute) to issue those temporary or overlay licenses.

McGrath indicated State law forbids alcohol to be given away unless it is for a “commercial purpose” and alcohol can only be given away according to State Law at a purely private functions (invitation only and closed to the public). McGrath stated if someone wanted a commercial use for alcohol a license would need to be obtained and it would need to be sold.

Ald. Volk inquired what would prevent someone from gaming the system. McGrath indicated that the liquor commissioner has seen all the games and an admission price could not include all the alcohol consumption one would want. McGrath indicated the appropriate license would need to be obtained for all dispensing of liquor. McGrath made mention that for special events if liquor is to be given the literature would need to point out a certain portion of the entry fee is to purchase alcohol and there would be a ticket system for distribution.

McGrath stated another policy issue was regarding whether the Committee would be in favor of the Liquor Commissioner having the authority to delegate to a Deputy Liquor Commissioner that would allow such an appointed person to do all the things the Mayor can do except for the power to issue licenses, revoke licenses or to suspend licenses (except temporarily in emergencies).

Ald. Volk stated he did not see a reason for a Deputy Liquor Commissioner and people should plan ahead if they need a liquor license and applicants should be made aware it could take up to six weeks to obtain the liquor license. Ald. Volk indicated if others were inclined to have a Deputy Liquor Commissioner it should be set up that the Mayor should seek the advice and consent of the City Council before appointing a Deputy Liquor Commissioner.

McGrath stated there has been discussion over the last several years on whether the City should issue tavern-only licenses. McGrath stated there were only a few businesses in Batavia that would qualify for a tavern license because any other license under the new framework is a restaurant license and a menu needs to be served until 11:00 p.m. and after that some type of food must be offered. McGrath indicated the philosophical discussion is whether the Committee wants to just designate a certain number of tavern licenses and then in the future decide whether to keep that number or not depending on what is observed in the City.

Chief Schira stated if the license was given to an establishment as a tavern then there would be no requirement to serve any food any time of day. Chief Schira indicated it would be a policy decision if the City Council wanted to strictly have tavern licenses and if they wanted to grandfather current locations in or as those phase out the City may not issue any more. Chief Schira mentioned having to enforce if a location serves food is too hard to enforce, so having strictly a tavern license may be the option.

Ald. Liva inquired if it was prohibited to do package sales out of a tavern.

McGrath stated under the current City Code it could be interpreted that if one has a restaurant or bar that someone could, in fact, sell packaged liquors and he believed that there was one place that does. McGrath indicated the group wanted to bring that issue to the Committee's attention and there is a packaged liquor license that excludes gas stations and convenience stores. Staff has maintained that distinction in the current, new draft. McGrath stated that City Staff does not necessarily recommend it. McGrath expressed that another policy decision should be made around the issue of a tavern or restaurant having an adjunct license to sell package liquors. Chief Schira mentioned that scenario does exist at the present time.

Ald. Liva mentioned that the craft beer phenomenon has become popular and indicated that he would not look to prohibit packaged liquor to be sold from these type locations. McGrath stated City Staff was not against the practice, but desired clarity for the police department because it could be potentially locations where sales to minors may be an issue to be aware of. Chief Schira indicated for a Class A type establishment to sell packaged liquor has probably occurred for years and is what it is. Ald. Volk inquired if the City would then consider making these types of establishments have dual licenses as a tavern as well as retail sale. Chief Schira indicated dual licenses have been discussed. Ald. Volk agreed with Ald. Liva that if the packaged sales were a limited amount he would not be against it without the establishment needing dual licenses. Ald. Volk spoke in favor of tavern licenses as well.

McGrath stated the current code has a seasonal packaged liquor license that is intended to allow the sale of beer or wine in conjunction with the farmers market. McGrath stated it has not been included in the new draft code. McGrath indicated if the Committee would like to keep such a license, it would need to be added.

Vice Chairman Sparks stated of the concern of the numerous license classifications the new liquor code would contain. Vice Chairman Sparks also spoke to the concern for the establishments having to pay an increased amount to obtain multiple liquor licenses. Vice Chairman Sparks inquired if the establishments hold multiple licenses currently. McGrath replied establishments do not hold dual licenses currently because the adjunct licenses do not exist. McGrath suggested a master liquor license application in the future and did not believe there would be many, if any, requirements if the establishment wanted to have, for example, a live entertainment license. McGrath stated the intent is not to have increased revenue, but rather the establishment's main liquor license fee would be paid and any additional liquor licenses would be a lower fee. McGrath reminded the Committee that when someone at an establishment is allowed to take the sale of liquor beyond their normal inside space, the City is giving the location an opportunity to have more square feet to sell more and make more money. McGrath opined that these additional adjunct licenses would be more administrative than revenue producing. Also, McGrath indicated for the adjunct licenses to establishments that already have their main liquor license it was thought that the Mayor, as Liquor Commissioner, could process those adjunct licenses and grant them.

Chief Schira stated that one of the things that is being requested is either to allow the Liquor Commissioner to handle the adjunct licenses or eliminate the Committee level review and have these types of license requests go directly to the City Council.

Ald. Chanzit inquired if the purpose of the adjunct licenses was just to identify what type of liquor sale activity was being conducted. Chief Schira confirmed same and expressed that the aldermen would also benefit from knowing what type of activity is being conducted in their ward. Chief Schira also mentioned that these types of activities for liquor license sales should also be consistent with the noise ordinance for the hours of operation which is 10:00 p.m. Sunday through Thursday and 11:30 p.m. on Friday and Saturday. Chief Schira pointed out that inside live entertainment can take place until 2:00 a.m. Ald. Volk agreed with Chief Schira about the aldermen knowing what is occurring in their ward being beneficial.

Ald. Volk inquired what was the real cost to issue a liquor license. Ald. Volk stated he did not agree with liquor licenses being a source of revenue and just wanted the fee charged to cover the actual cost of the liquor license. Ald. Volk stated if money is needed for the General Fund property taxes should be raised and not using license fees as a system to generate funds.

Ald. Thelin Atac stated she also shared concern about the cost to establishments for conducting business outside their establishment (i.e. $1,000 bond).

McGrath stated that some of the liquor sales hours are in some classifications, but not all. McGrath stated in the new draft all the hours have been placed in its own section called "Hours of Sale" and state that liquor cannot be sold at any other time other than 9:00 a.m. to 2:00 a.m. Packaged liquor sales can be sold 9:00 a.m. to 11:00 p.m. Sunday through Thursday; 9:00 a.m. to 12:00 midnight Friday and Saturday. For restaurants requiring a full menu, liquor can be sold until 11:00 p.m. and reduced menu

thereafter. Temporary Event Licenses limit liquor sales to 15 hours per day within the hours allowed. Liquor sales with live Entertainment until 10:00 p.m. Sunday through Thursday and 11:30 p.m. Friday and Saturday. McGrath stated that the real change in the hours of sale section was in the sale of packaged liquor because previously it was allowed for restaurants to have champagne brunches so they could open at 10:00 a.m. on Sundays, but the new draft is an attempt to simplify the hours. McGrath stated if the Committee felt otherwise the Staff was open to discuss the hours of sale for liquor sales.

McGrath indicated that for the BYOB – Carry In liquor license holders there needs to be more discussion on the issue of who stores and pours the alcohol to understand the protections necessary in these situations. McGrath stated the carry in liquor license holders would be required to carry dram shop insurance and should be responsible for patrons not becoming over served. McGrath stated there would also be something in the liquor code to require the carry in liquor license holders to cooperate with the police if issues exist.

McGrath mentioned that the city fair license was eliminated and a general special use license was added to authorize by Ordinance city property on which alcoholic beverages may be sold. Ald. Volk asked for clarification of the property that is considered city property and what is the Batavia Park District. Ald. Volk also mentioned that Clark Island was missing from the list proposed. McGrath stated that Clark Island is public property, but owned by the Park District so not City property. Atty. Drendel was not fully aware of the city property boundaries when he began this draft. McGrath indicated there is a separate project that is to realign the boundaries at the City Hall campus, so that the building is actually on the city property and the Peg Bond Center is all on Batavia Park District property. McGrath indicated that there is no intent to attempt to regulate the Park District because they have their own statute that allows them to permit alcohol with a license. Ald. Volk commented that it would be good to have a map to make the boundaries clear.

McGrath indicated that a policy decision would need to be made relative to an anomaly in the fees because it might not be fair to treat everyone in the similar category the same. McGrath mentioned that the example provided by Atty. Drendel was that a 2,000 square foot liquor store and a 30,000 square foot Binny's (if Batavia had one) should potentially not pay the same license fee. Chief Schira stated that the same situation on fees could apply to restaurants by seating capacity.

Vice Chairman Sparks inquired how much the BASSET training cost. McGrath replied the BASSET training could go between $15.95 and $25.00.

McGrath stated that Atty. Drendel expanded the prohibitions regarding terms relating to minors, consumption by minors, and furnishing alcohol to minors.

McGrath mentioned that relative to reporting crime and cooperating with the police Chief Schira had suggested adding affirmative obligations to report crime and cooperate with the police which would give the Police Department a much better handle on activities in

the City involving alcohol. Chief Schira stated in his professional experience with active disorderly conduct or battery the police would desire the management of a liquor sales location to call in the situation to the police so a response could be made and the situation could be sorted out. Vice Chairman Sparks inquired since bars tend to have video cameras and when a crime is committed in a bar did the police have a right to the video. Chief Schira stated bars are privately owned and the video cannot be required, but the police would certainly seek the cooperation of the bar owner.

McGrath stated that Happy Hour Laws are a matter of state statute, but it was important to include them specifically in the local liquor code so that anyone reviewing the City liquor code would see them.

McGrath stated relative to after-hours situations neighboring municipalities, especially St. Charles, have had issues with alcohol consumption after hours. McGrath indicated the new draft includes new provisions that would make clear that all alcohol consumption must stop when the hours for serving alcohol cease and would give the police clear direction for enforcement.

McGrath commented that the new liquor code draft makes it very clear that there shall be no possession of open alcohol or consumption on public property unless specifically authorized pursuant to a validly issued license.

McGrath indicated the license revocation and suspension hearing procedures are now more complete and detailed in the new draft to conform to State Law and to be clearer in the local liquor code.

McGrath advised the current code does not have a penalty/fine section and the new draft includes one.

Ald. Thelin Atac inquired about City employees or Government Officials not being able to hold a liquor license directly or indirectly. Ald. Thelin Atac stated she is working on the food co-op for downtown Batavia and that food co-ops generally have liquor licenses. Ald. Thelin Atac explained that most people are members in food co-ops through ownerships of shares. Ald. Thelin Atac stated the food co-op she is involved with would be structured as a for profit cooperative corporation with each member owning two shares, thus any City employee or elected official could not be a member the way she interpreted the liquor code. McGrath replied he did not believe there was a prohibition against employees presently, but elected officials were prohibited from holding liquor licenses. Chief Schira stated police cannot hold liquor licenses. McGrath indicated there has been a change in State Law that allows elected officials, except Mayors, to have ownership shares if the City Council would change the liquor code. Ald. Thelin Atac indicated that Chapter 3, Section 3-3-11, of the Liquor Control documentation under RESTRICTIONS ON ISSUANCE/RENEWAL states no such license shall be issued to or renewed for “P. An elected public official, law enforcement officer, the Mayor or member of the City Council of the City, or employee, or member of any City board or commission.” Ald. Volk inquired if there was a distinction between who holds the liquor license when it comes to situations like the co-op. Mayor Schielke

commented this topic fluctuates throughout the state and gave the example of Drew Peterson, former Bolingbrook Police Officer, who held a liquor license for a tavern in another city in Illinois. Mayor Schielke stated he would be interested for further discussion on this topic with the entire City Council. Mayor Schielke added that limitations should be in place for indirectly being an owner of a business that sells liquor. Chief Schira indicated currently the cut off for ownership in a company is 5%. Chief Schira expressed the awkwardness of administering the law when it comes to the issues of elected public officials owning liquor licenses. McGrath stated he would have to review the matter further with Atty. Drendel.

Ald. Thelin Atac inquired about the square footage requirements for different businesses being able to sell liquor as mentioned in Chapter 3, Section 3-3-15 B. Ald. Thelin Atac opined that the liquor code seemed to be in favor of the bigger stores, but offered the co-op as an example and indicated it would be 4,000 square feet of retail space. Mayor Schielke indicated if the local liquor code is changed relative to the classifications Ald. Thelin Atac was mentioning that would instantly create 12 more licenses in Batavia. Ald. Thelin Atac pointed out the classification discourages businesses like the co-op from selling liquor. Mayor Schielke encouraged further discussion on this matter. McGrath indicated this issue could be reviewed further. There was a brief discussion about the sale of liquor at gas station locations.

Ald. Volk mentioned Chapter 3, Section 3-3-30, Prohibited Conduct, and inquired how to keep these descriptions in sync with the adult entertainment ordinance in Batavia. McGrath stated he would discuss it further with Atty. Drendel to make sure it is current.

Chief Schira mentioned that a policy decision should be made between a small packaged store and big packaged store and small restaurants and large restaurants.

McGrath shared that liquor sales have been an important issue in the United States and it is one of the matters that local government still has a lot of control over, so it is good to reflect on issues historically related to liquor sales. Mayor Schielke offered the example of the difference of Batavia, NY and Batavia, IL and the differences in the local liquor code. McGrath commented how four years ago there was a change in State Law, but that prior to that local liquor codes were to mirror State Law. Mayor Schielke spoke in favor of Liquor Commissioners themselves not holding liquor licenses.

**Dale Richard, 1118 Larkspur, Batavia, Illinois**, introduced himself and indicated he was representing the Batavia VFW. Richard stated that his main concern on the revision of the local liquor code was impacts regarding the Batavia VFW Loyalty Day Parade. Richard commented on how the VFW is billed for electricity and the $1,500 demand charge and the $1,000 demand charge in their bingo building. Richard spoke about how the Loyalty Day Parade was cancelled last year by the weather and the low amount of funds for the fireworks display. Richard indicated he was concerned about the multiple liquor licenses as well as square footage criteria the new draft of the liquor code may require and the fee impact to the VFW. Richard agreed with Ald. Volk that no license should exceed the cost to issue the license. Richard pointed out the VFW is different from other area liquor sale establishments in that it has many outdoor events,

live bands, fundraising events for charities, women's group meetings, and funeral luncheons to name a few. Richard spoke to the potential challenge for liquor licenses for the VFW due to the features of the VFW property like the deck area, outdoor seating, property grounds usage where patrons carry in liquor, band performances on the ground, and karaoke events. Richard stated he believed the VFW was the only Class E license in Batavia. Richard asked for consideration for some type of package on the liquor licenses for the multiple uses that the VFW would fall under in the local liquor code to reduce cost.

Chief Schira mentioned about the VFW potentially needing an adjunct outdoor license and the fencing that is needed to contain those consuming liquor on the property. Chief Schira stated the VFW was inquiring on flexibility in the revised rewritten local liquor code to the fencing because the VFW is on five acres and it would not be practical to have fencing for the area. Chief Schira pointed out other local properties that could potentially be affected.

**Carl Dinwiddie, 1156 Pine Street, Batavia, Illinois**, introduced himself and stated he has been a member of the board of the VFW for 10 years and also was on the Loyalty Day Committee for 12 years. Dimwitty stated he believed the VFW was the only non-profit service organization with a liquor license in Batavia. Dimwitty stated the VFW earns very low margins and was a service organization that has experienced a loss over a few years in the past, but continues to pay its utilities on time and leans toward using local Batavia companies for services the VFW needs. Dimwitty also mentioned the various organizations that use the VFW for their meetings/events. Dimwitty asked the Committee to consider when rewriting the local liquor code to review ways to eliminate extra administrative burdens on the VFW.

Vice Chairman Sparks inquired if there was any area in the liquor code for non-profit organizations. Chief Schira stated no distinction is drawn between non-profit organizations or others. Chief Schira indicated most non-profits request special use or special event licenses. McGrath stated in the new draft of the local liquor code most of the non-profit organizations licenses are geared toward events. McGrath shared that Class E-1 was for non-profit organizations. McGrath indicated the VFW's remarks were well taken and there would be review of the matter to address them further.

Vice Chairman Sparks inquired about the demand charges on the electric bill for the VFW. Ald. Frydendall, Chairman of the Public Utilities Committee, stated the charge was a demand charge that has been in place because with electricity there needs to be a facility at the location where the power is turned on and the surge in power that occurs for incidental usage.

Chief Schira inquired again about whether the Committee was in favor of allowing the Liquor Commissioner to handle the adjunct licenses or eliminate the Committee level review and have these types of license requests go directly to the City Council. Ald. Volk replied he would like this issue to be discussed when there are more aldermen available for input.

**5. Project Status Update**

None.

**6. Other**

None.

**7. Matters From The Public**

None.

**8. Adjournment**

A motion was made by Ald. Chanzit and seconded by Ald. Thelin Atac to adjourn the meeting at 8:55 p.m. All were in favor and the motion was carried.

Minutes prepared by
Connie Rizo

# CITY OF BATAVIA

**DATE:** **March 4, 2013**
**TO:** **Government Services Committee**
**FROM:** **Todd Davis, I.S. Systems Manager**
**SUBJECT:** **Resolution 13-31-R - Authorizing Execution of an Agreement with New World Systems for Software Maintenance**

**Issue**: The City pays an annual fee to New World Systems for support and maintenance of the software used for Police records. The terms of the support are set forth in a contract with a five-year term, and the contract is due for renewal at this time.

**Analysis**: Staff has spent quite some time working with New World over the last few months to make the renewal terms as favorable as possible. Since we share the system with St. Charles and Geneva, they were included in the discussions with New World so that we could all work together to achieve the best possible outcome. The most significant change is financial. The previous contract gave New World a 6.25% annual increase for each of the five years in the contract period. This new contract gives them no increase for the first two years, and then a 2% increase for each of the remaining three years. There are no other substantial changes to the business terms of the contract.

**Recommendation**: Staff recommends the Government Services Committee approve Resolution 13-31-R and recommend this matter to the City Council at its next meeting.

cc: Howard Chason, I.S. Director
Gary Schira, Police Chief
Department Heads
City Council

# CITY OF BATAVIA, ILLINOIS
# RESOLUTION 13-31-R

## AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH NEW WORLD SYSTEMS FOR SOFTWARE MAINTENANCE

**WHEREAS,** the City of Batavia purchased a computer software product for Police records from New World Systems in 2007; and

**WHEREAS,** the terms set forth in the original agreement for ongoing support and maintenance of the software end on February 28, 2012; and

**WHEREAS,** City Staff has worked with New World Systems to draft a new agreement extending the support and maintenance services for another five years, and it is in the best interests of the City that the new agreement be approved and executed;

**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.** The Mayor and City Clerk are authorized to execute the agreement with New World Systems, a copy of which is attached hereto as EXHIBIT "1."

**PRESENTED** to and **PASSED** by the City Council of the City of Batavia, Illinois, this 18th day of March, 2013.

**APPROVED** by me as Mayor of said City of Batavia, Illinois, this 18th day of March, 2013.

_____
Jeffery D. Schielke, Mayor

| Ward | Aldermen | Ayes | Nays | Absent | Abstain | Aldermen | Ayes | Nays | Absent | Abstain |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | O'Brien | | | | | Sparks | | | | |
| 2 | Dietz | | | | | Wolff | | | | |
| 3 | Jungels | | | | | Chanzit | | | | |
| 4 | Volk | | | | | Stark | | | | |
| 5 | Frydendall | | | | | Thelin Atac | | | | |
| 6 | Liva | | | | | Clark | | | | |
| 7 | Tenuta | | | | | Brown | | | | |
| Mayor Schielke | | | | | | | | | | |

VOTE: Ayes 0 Nays 0 Absent Abstention(s)
Total holding office: Mayor and 14 aldermen

ATTEST:

_____
Heidi Wetzel, City Clerk

# NEW WORLD SYSTEMS CORPORATION
# STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between **New World** Systems Corporation (New World) and **Batavia, IL** (**Customer**) sets forth the standard software maintenance support services provided by **New World**.

## 1. Service Period

This SSMA shall remain in effect for a period of five (5) years from (start date) 3/1/13 to (end date) 2/28/18.

## 2. Services Include

The following services or features are available under this SSMA:

(a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**).
(b) Temporary fixes to Licensed Standard Software (see paragraph 6 below).
(c) Revisions to Licensed Documentation.
(d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).
(e) Invitation to and participation in user group meetings.
(f) Includes ESRI Integration for the ESRI software that is part of Exhibit A Licensed Standard Software.

Items a, b, and c above will be provided to **Customer** by electronic means.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees.

## 3. Maintenance for Modified Licensed Standard Software and Custom Software

**Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain.** If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer**'s request, then the additional **New World** maintenance or support services provided shall be billed at the then-current hourly fees plus reasonable expenses.

## 4. Billing

Maintenance costs will be billed annually as detailed on the following page. If taxes are imposed, they are the responsibility of the **Customer** and will be remitted to **New World** upon being invoiced.

## 5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA per the terms of the contract adding the software. Maintenance costs for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.

6. **Requests for Software Correction on Licensed Standard Software**

At any time during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report Customer believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the **Customer** Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

The no charge software correction service does not apply to any of the following:

(a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
(b) situations where **Customer**'s use or operations error causes incorrect information or reports to be generated; and;
(c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. **Maintenance Costs for Licensed Standard Software Packages Covered for MSP Server**

**New World** agrees to provide software maintenance at the costs listed below for the following **New World** Standard Software packages licensed by the **Customer**:

| Application Package | | Number of Modules |
|---|---|---|
| 1. *Aegis*® | Law Enforcement Records Software | 22 |
| 2. *Aegis*® | Public Safety Interface Software | 1 |
| 3. *Aegis*® | Photo Imaging Software | 2 |
| 4. *Aegis*® | Data Analysis/Crime Mapping/Mgt Reporting | 1 |
| 5. *Aegis*® | Mobile Management Server Software | 3 |
| 6. *Aegis*® | Mobile Software on the RS6000 | 1 |
| 7. *Aegis*® | Mobile Client Laptop Software | 3 |
| 8. *Aegis*® | Mobile Software on the 400 or MSP Server | 1 |
| 9. *Aegis*® | ESRI Embedded Applications - Upgrades | 1 |

**ANNUAL MAINTENANCE COST: See Below**

| Period Covered | Annual Amount | Billing Date |
|---|---|---|
| 3/1/2013 to 2/28/2014 | $44,982 | 2/15/2013 |
| 3/1/2014 to 2/28/2015 | $44,982 | 2/15/2014 |
| 3/1/2015 to 2/29/2016 | $45,882 | 2/15/2015 |
| 3/1/2016 to 2/28/2017 | $46,800 | 2/15/2016 |
| 3/1/2017 to 2/28/2018 | $47,736 | 2/15/2017 |

**Note:** Unless extended by **New World**, the above costs are available for 90 days after submission of the costs to **Customer**. After 90 days, **New World** may change the costs.

**ALL INVOICES ARE DUE THIRTY (30) DAYS FROM BILLING DATE.**

8. **Non-funding Provision**

In the event **Customer** does not appropriate funds to complete payments due under this SSMA, the amount due for the fiscal year not appropriated shall be terminated; provided, however, the **Customer** shall have given **New World** written notice ninety (90) days prior to the anniversary date on which they are exercising the non-funding provision, and further provided that any other payments due to **New World** are fully paid, and further provided that **New World**'s obligations and services under this SSMA shall also be terminated. Without **Customer**'s fulfillment of the above provisions, **Customer**'s obligation to pay **New World** the annual SSMA payments remains in effect through the expiration date of this SSMA **Agreement.**

9. **Terms and Conditions**

This Agreement is covered by the Terms and Conditions specified in the Licensing Agreement(s) for the software contained herein.

| ACCEPTED BY: | ACCEPTED BY: |
|---|---|
| **Customer:** Batavia, IL | **New World Systems Corporation** |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

**By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.**

# Batavia, IL

Licensed Application Software
At January, 2013

1. **Aegis® Law Enforcement Records Software**
   - LE Records Multi-Jurisdictional Base MSP
     - Base
     - Accidents Module
     - Arrest Module
     - Business Registry Module
     - Case Processing Module
     - Computer Aided Investigations Module
     - Federal Reports (UCR/IBR) Module
     - Geo-File Verification Module
     - Impounded Vehicles Module
     - Incident Tracking Module
     - Jacket Processing Module
     - Personnel / Education Module
     - Property Module
     - Traffic Tickets and Citations Module
     - Wants and Warrants Module
   - LE Records Federal & State Compliance MSP
   - Case Management MSP
   - Bicycles MSP
   - Alarms Tracking and Billing MSP
   - Bookings MSP
   - Gang Tracking MSP
   - Demographic Profiling Reporting MSP
2. **Aegis® Public Safety Interface Software**
   - Livescan Interface MSP
3. **Aegis® Photo Imaging Software**
   - Digital Imaging MSP
   - Public Safety Mug Shots/Line-Ups MSP
     - Digital Imaging
4. **Aegis® Data Analysis/Crime Mapping/Mgt Reporting**
   - Analysis Base With One Application
5. **Mobile Management Server Software**
   - Field Reporting Server
   - Field Reporting Data Merge
   - Base CAD/NCIC/Messaging
6. **Mobile Software on the RS6000**
   - Mobile Upload Software
7. **Mobile Client Laptop Software**
   - LE Field Reporting 20 User(s)
   - Mobile Upload of Field Reports 20 User(s)
   - LE Field Reporting Compliance 20 User(s)
8. **Mobile Software on the 400 or MSP Server**
   - MDT/MCT Base CAD/RMS Interface
9. **Aegis® ESRI Embedded Applications**
   - ArcGIS Standard Enterprise Server Integration

# CITY OF BATAVIA

**DATE:** **March 5, 2013**
**TO:** **Government Services Committee**

**FROM:** **Jeff Albertson, Building Commissioner**

**SUBJECT:** **Resolution #13-41-R: Authorizing Plumbing Inspector Contract**

Background

The City of Batavia has had an independent plumbing inspection contractor since 2003. We have received sporadic to sometimes frequent complaints and inquiries about our current provider. Most of the complaints can be put into two categories, customer service, and the charging of excessive fees for reinspections on minor items. Staff has worked with the provider in the past and has had limited success at eliminating the complaints. Staff felt in 2010 that it was time to move to a different contractor. We placed ads to find a different provider. At that time we were not comfortable with any of the candidates that applied.

In 2012 we were again at a point where we felt that the complaints were overwhelming and a detriment to the reputation of the City. We again placed ads looking for a different provider. We had a decent amount of qualified applicants this time. We selected a provider, First Inspections Services, which we felt had the experience we needed and also the customer service philosophy we were looking for. Staff has negotiated a contract with the provider as attached as Exhibit "A". The schedule of proposed fees is attached as Exhibit "B". Staff has written the contract as a one year term; however, if the City Council is agreeable, we would like to make it an open term with either party of the contract allowed to terminate with 30 days notice. The City Attorney as well as an attorney for the contractor have looked at the contract and all comments have been incorporated.

Conclusion and Staff Recommendation

Staff believes that the selected contractor will provide excellent service for the City. They have an excellent reputation in the area and will fit in well with the City team.

Staff recommends that the Government Services Committee recommend approval of Resolution 13-41-R, authorizing the Mayor and City Clerk to sign the plumbing inspector contract. This will be on the agenda for the March 11, 2013 Government Services Meeting.

Attachments:
1. Resolution #13-41-R
2. Exhibit "A" Professional Services Agreement
3. Exhibit "B" Fee Schedule

Cc: Mayor and City Council
Scott Buening, Community Development Director
File

**CITY OF BATAVIA**

**RESOLUTION 13-41-R**

**APPROVAL OF PLUMBING INSPECTOR CONTRACT**

**ADOPTED BY THE**
**MAYOR AND CITY COUNCIL**
**OF THE**
**CITY OF BATAVIA**
**THIS _____ DAY OF _____, 2013**

Published in pamphlet form
by authority of the Mayor
and City Council of the
City of Batavia,
Kane and DuPage Counties, Illinois, this
_____ day of _____, 2013

# CITY OF BATAVIA
# RESOLUTION 13-41-R

## APPROVING PLUMBING INSPECTOR CONTRACT

**WHEREAS,** in order to inspect plumbing work, it is necessary that the inspector have an Illinois State plumbing license; and

**WHEREAS,** the City does currently retain an independent contractor who possesses an Illinois State plumbing license; and

**WHEREAS,** the City desires to retain an Illinois State plumbing licensed independent contractor to perform plumbing inspections; and

**WHEREAS,** the City Staff has investigated potential independent contractors to perform plumbing inspections; and

**WHEREAS,** First Inspections Services, Inc of Batavia, Illinois, has the necessary qualifications, expertise and experience, and is recommended by the City Staff to be retained as the independent contractor plumbing inspector;

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BATAVIA AS FOLLOWS:**

Section 1. That the Mayor and City Clerk are authorized to enter into the Contract with First Inspection Services, Inc attached hereto as Exhibit #1.

**PRESENTED** to the City Council of the City of Batavia, Illinois, on the ____ day of _____, 2013.

**PASSED** by the City Council of the City of Batavia, Illinois, on the _____ day of _____, 2013.

**APPROVED** by me as Mayor of said City of Batavia, Illinois, on the _____ day of _____, 2013.

_____
Mayor

| Ward | Aldermen | Ayes | Nays | Absent | Abstain | Aldermen | Ayes | Nays | Absent | Abstain |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | O'Brien | | | | | Sparks | | | | |
| 2 | Dietz | | | | | Wolff | | | | |
| 3 | Jungles | | | | | Chanzit | | | | |
| 4 | Volk | | | | | Stark | | | | |
| 5 | Frydendall | | | | | Thelin Atac | | | | |
| 6 | Liva | | | | | Clark | | | | |
| 7 | Tenuta | | | | | Brown | | | | |
| Mayor Schielke | | | | | | | | | | |

VOTE: Ayes 0 Nays Absent 0 Abstention(s) counted as _____
Total holding office: Mayor and 14 aldermen

ATTEST:

_____
Heidi Wetzel, City Clerk

Exhibit “A” Resolution 13-41-R

**PROFESSIONAL SERVICES AGREEMENT FOR**

**Contract Plumbing Inspector**

THIS AGREEMENT is entered into between the City of Batavia, a municipal corporation, hereinafter referred to as "the City", and First Inspection Services, Inc., hereinafter referred to as the “Contractor", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Services. Contractor shall perform permit review plumbing inspection and related services as needed by the City.

2. Payment. The Contractor shall be paid by the City for completed work and for services rendered under this agreement as follows:

   a. Payment for the services provided by Contractor shall be made as provided on Exhibit "B" attached hereto and shall not exceed the amount set forth in Exhibit “B” without express written modification of the agreement signed by the City.

   b. The Contractor shall submit invoices to the City for payment, which invoices may be submitted one time per month for work completed to date. The Contractor must include the detail of the number of inspections performed, together with all other relevant paperwork to the Building Commissioner. Such payment requests will be checked by the City, and upon approval thereof, payment will be made to the Contractor in the amount approved.

   c Payment as provided in this section shall be full compensation for work performed as agreed to.

   d. The Contractor's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and state for a period of three (3) years after final payments. Copies shall be made available upon request.

3. Ownership and Use of Documents. All documents, and other materials produced by the Contractor in connection with the services rendered under this agreement shall be delivered to the City and shall become the property of the City.

4. Compliance with laws. Contractor shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement.

5. Hold Harmless Agreement (Contractual Liability). The Contractor agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, and agents against any and all claims, loss, damage, injury, liability resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith, and court costs and attorney's fees incident thereto, including any claims made by employees of the Contractor or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. The undertaking to indemnify and hold harmless in this Section shall apply to any and all claims whether resulting from the negligence or the intentional acts of the Contractor, or otherwise, provided, however, this undertaking shall not apply to any claim, damage, loss, or expense arising solely the acts or omissions of the City, its agents, or employees, including 1) the preparation of maps, plans, opinions, reports, surveys, designs, or specifications, and 2) supervisory, inspection, or engineering services.

6. Insurance. The Contractor shall obtain insurance and provide certificates of insurance evidencing the following types and limits of insurance. The insurance coverage and certificates of insurance shall specifically address each of the requirements noted below from an insurance company that is acceptable to the City. The General Liability coverage shall name the City of Batavia as additional insured. All insurance noted below shall be primary and in no event may be considered contributory to any insurance purchased by the City. The required insurance shall not be canceled, reduced, or materially changed without the Contractor providing the City thirty (30) days advance notice, via certified mail.

A. **Comprehensive General Liability** including Products Liability / Completed Operations insurance, in an amount not less than $1,000,000 / occurrence, $2,000,000/policy limit, including Broad Form Contractual Liability insurance, in an amount not less than $1,000,000 / occurrence, $2,000,000/policy limit.
B. **Automobile Liability** insurance in an amount not less than $1,000,000 combined single limit. Said insurance is to be extended to cover hired and non-owned vehicles.
C. **Umbrella or Excess Liability** coverage providing of Umbrella or Excess Liability coverage of at least $2,000,000.
D. **Workers' Compensation** insurance as required by state statute by an insurance company licensed to write worker's compensation in the State of Illinois with Employer's Liability coverage in an amount not less than $500,000 each accident, $500,000 disease – policy limit, and $500,000 disease – each employee.
E. Unemployment Insurance as required by state statute.

Insurance Rating – All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A. M. Best rating of A:VIII.

A certificate of insurance shall be submitted to the City as evidence of coverage for each policy indicating the City of Batavia named as an additional insured. The same full insurance coverage provided to the named insured, whether it is the contractor or a sub-contractor, shall be provided to the City without any limitations or endorsements that might limit or exclude coverage. If insurance is canceled for any reason whatsoever the City will be given not less than thirty (30) days prior written notice.

The Contractor shall not commence work under this Agreement until the all insurance required under this section has been obtained and such insurance has been approved by the City. The Contractor Employee shall maintain all insurance required under paragraphs A through E of this Section for not less than one (1) year after completion of this Agreement. The Contractor shall provide copies of any or all insurance policies upon request by the City.

6. Independent Contractor. The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Contractor, or any employee of Contractor.

7. Discrimination Prohibited. The Contractor, with regard to the work performed by it under this agreement, shall not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the performance of work duties.

8. Non-Waiver. Waiver by the City of any provision of this agreement at any time shall not constitute a waiver of the same or any other provision of this agreement at any other; and the City shall, at all times, maintain a right to require strict performance and enforcement of the provisions of this agreement.

9. Termination.

   a. The City reserves the right to terminate this agreement at any time by giving thirty (30) days written notice to the Contractor.
   b. The City reserves the right to terminate this agreement immediately for justifiable cause.

10. Notices. Notices shall be deemed given if sent by regular mail with US postage prepaid on the fourth day after mailing. Notices to the City of Batavia shall be

sent to the following address:

City of Batavia
Attn. Building Commissioner
100 North Island Avenue
Batavia, IL 60510

Notices to Contractor shall be sent to the following address:

First Inspection Services, Inc.
923 First Street
Batavia, IL 60510

11. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Contractor.

12. This agreement is conditioned upon and subject to an acceptable background check of the Contractor by the City and, by signing of this agreement, the Contractor consents to a background check to be performed by the City.

13. This agreement is good for one (1) year unless extended by both the City and Contractor.

DATED this _____ day of _____, 2013.

City of Batavia | Contractor

By _____ | By _____
City Manager

Attest/Authenticated:

_____
City Clerk

Approved as to Form:

_____
City Attorney

Exhibit "B" of Resolution 13-41-R

# *First Inspection Services, Inc.*

*923 First St.*
*Batavia, IL 60510*

Proposal: 10/30/12
Fee schedule and inspection hours

Daily inspection hours:
7:00 A.M. to 5:00 P.M. Monday through Friday – Excluding Holidays

No minimum number of Inspections per day

Fees:
$55.00 per inspection
$55.00 re-inspection fee
$50.00 on site consultation

Inspections outside normal business hours Monday through Friday, including Saturdays
$180.00
After 5:00 P.M. Saturday, Sunday, and Holidays –
$280.00

City to coordinate inspections as listed below:

| | | | |
|---|---|---|---|
| A.M. | 7:00 to 8:00 | P.M. | 12:00 to 2:00 |
| | 7:30 to 9:30 | | 1:00 to 3:00 |
| | 8:00 to 10:00 | | 2:00 to 4:00 |
| | 9:00 to 11:00 | | 3:00 to 5:00 |
| | 10:00 to 12:00 | | |

24 hour appointment lead time

Plan Review
2 week lead for returned review
$150.00 – 10 fixture or sanitary openings or less
Add $5.00 per fixture/sanitary opening on each over 10
1 week lead for returned review
Add $55.00 to base fee

Respectfully submitted

Peter A. Kraft
President, First Inspection Services, Inc.

# CITY OF BATAVIA

**MEMO TO:** **Government Services Committee**

**FROM:** **Glenn E. Autenrieth**
**Deputy Police Chief**

**DATE:** **March 5, 2013**

**SUBJECT:** **Resolution 13-40-R: Loyalty Day Parade**

***Summary***
The VFW Post #1197 holds its annual Loyalty Day Parade on the first Sunday of May, (which will be May 5, 2013 this year). The parade will commence on the east side of town as it has been for the past several years. The parade will stage on Raddant Road, north of Wilson Street, along the west side of the road. The parade will begin by turning westbound on Wilson Street, proceed to South River Street (Illinois Route 25), then turn southbound onto South River Street to its final destination, the Batavia VFW property.

***Recommended Committee Action***
Make a motion to City Council to approve the attached, **Resolution 13-40-R**; A resolution seeking permission from the Illinois Department of Transportation for intermittent closure of Illinois State Route 25 for certain times between the hours of 1:00 p.m. and 4:00 p.m. on May 5, 2013. Thank you for your continued support.

Copy to: Mayor Schielke
City Council
City Administrator McGrath
Department Heads

# CITY OF BATAVIA, ILLINOIS
# RESOLUTION 13-40-R

## A RESOLUTION TO SEEK A PERMIT FROM I.D.O.T TO CLOSE STATE ROUTE 25 FOR CERTAIN HOURS ON MAY 5, 2013 FOR A LOYALTY DAY PARADE

**WHEREAS,** the V.F.W. Post #1197 is sponsoring a Loyalty Day Parade in the City of Batavia; and

**WHEREAS,** this Parade will require temporary closure of State Route 25 a State highway in the City of Batavia; and

**WHEREAS,** Section 4-408 of the Illinois Highway code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of the State highways for such public purposes:

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Batavia, Kane and DuPage Counties, Illinois that permission to close Route 25 from the period from 12:00 P.M. Sunday, May 5 to 4:00 P.M. Sunday, May 5, 2013 be requested of the Department of Transportation.

**BE IT FURTHER RESOLVED** that if such permission is granted by the Department of Transportation all highway traffic during the periods of the time specified shall be detoured over the following routes: Route 25 – Route 56 traffic detour to Route 31 and Route 25 traffic south from Fabyan Parkway will be detoured to Route 31.

**BE IT FURTHER RESOLVED** that of such permission is granted by the Department of Transportation, the City of Batavia assumes full responsibility for the direction, protection, and regulation of the traffic during the time the detour is in effect, and all liabilities for damages of any kind occasioned by the closing of the State highway and it is further agreed that efficient all weather detours will be maintained to the satisfaction of the Department and conspicuously marked for the benefit of traffic diverted from the State highway. (Detour marking will conform to the requirements of the Manual of Uniform Traffic Control Devices.)

**BE IT FURTHER RESOLVED** that a copy of this resolution be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this resolution.

**PRESENTED** to the City Council of the City of Batavia, Illinois, this _____ day of_____ _____, 2013.

**PASSED** by the City Council of the City of Batavia, Illinois, this _____ day of_____ _____, 2013.

**APPROVED** by me as Mayor of said City of Batavia, Illinois, this _____ day of_____ _____, 2013.

_____
Jeffery D. Schielke, Mayor

| Ward | Aldermen | Ayes | Nays | Absent | Abstain | Aldermen | Ayes | Nays | Absent | Abstain |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | O'Brien | | | | | Sparks | | | | |
| 2 | Dietz | | | | | Wolff | | | | |
| 3 | Jungels | | | | | Chanzit | | | | |
| 4 | Volk | | | | | Stark | | | | |
| 5 | Frydendall | | | | | Thelin Atac | | | | |
| 6 | Liva | | | | | Clark | | | | |
| 7 | Tenuta | | | | | Brown | | | | |
| Mayor Schielke | | | | | | | | | | |

VOTE: 0 Ayes 0 Nays 0 Absent 0 Abstentions
Total holding office: Mayor and 14 aldermen

ATTEST:

_____
Heidi Wetzel, City Clerk

# CITY OF BATAVIA

**MEMO TO:** **Government Services Committee**

**FROM:** **Gary J. Schira**
**Chief of Police**

**DATE:** **March 4, 2013**

**SUBJECT:** **Resolution 13-39-R: Amending the Intergovernmental Agreement for Tri-City Police Records**

***Issue***
The Village of Sugar Grove Police Department desires to join with the Tri-Cities of Batavia, Geneva and St. Charles as a full partner in our New World Police Records Management System (RMS).

***Analysis***
Adding the Village of Sugar Grove Police Department as a party to the current Intergovernmental Agreement (effective February 19, 2007) via Amendment #1 (attached) would be beneficial in that combining records will facilitate inter-department communication and cooperation and further share in New World RMS maintenance costs going forward.

***Recommendation***
Staff recommends the Government Services Committee approve Resolution 13-39-R at its 03/11/2013 meeting and recommend approval by the City Council at its 03/18/2013 meeting.

Copy to: Mayor Schielke
City Council
City Administrator McGrath
Department Heads
T. Davis, I.S. Systems Manager

# CITY OF BATAVIA, ILLINOIS
# RESOLUTION 13-39-R

## A RESOLUTION AMENDING THE INTERGOVERNMENTAL AGREEMENT FOR TRI-CITY POLICE RECORDS

**WHEREAS,** the Batavia City Council approved the purchase of a Police Records Management System (RMS) from New World Systems Corporation on February 19, 2007; and

**WHEREAS,** this Records Management System, since purchase and installation, has been shared with the Police Departments of Geneva and St. Charles as full partners; and

**WHEREAS,** the Village of Sugar Grove Police Department is also desirous of joining this system as a full partner.

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

**SECTION 1:** That the City of Batavia amend the Intergovernmental Agreement (Amendment #1), Exhibit 1, for Tri-City Police Records to add the Village of Sugar Grove as a party to the Agreement.

**PRESENTED** to and **PASSED** by the City Council of the City of Batavia, Illinois, this _____ day of _____, 2013.

**APPROVED** by me as Mayor of said City of Batavia, Illinois, this _____day of _____, 2013.

_____
Jeffery D. Schielke, Mayor

| Ward | Aldermen | Ayes | Nays | Absent | Abstain | Aldermen | Ayes | Nays | Absent | Abstain |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | O'Brien | | | | | Sparks | | | | |
| 2 | Dietz | | | | | Wolff | | | | |
| 3 | Jungels | | | | | Chanzit | | | | |
| 4 | Volk | | | | | Stark | | | | |
| 5 | Frydendall | | | | | Thelin-Atac | | | | |
| 6 | Liva | | | | | Clark | | | | |
| 7 | Tenuta | | | | | Brown | | | | |
| Mayor Schielke | | | | | | | | | | |

VOTE: 0 Ayes 0 Nays 0 Absent 0 Abstentions
Total holding office: Mayor and 14 aldermen

ATTEST:

_____

Heidi Wetzel, City Clerk

EXHIBIT 1

# Amendment # 1 to
# Intergovernmental Agreement
# For Tri-City Police Records

This Amendment # 1 to the Tri-City Police Records Agreement is made and entered into this First day of April 2013, by the CITY OF BATAVIA, the CITY OF ST. CHARLES, the CITY OF GENEVA, and the VILLAGE OF SUGAR GROVE, all in Kane County, Illinois.

The Parties hereby amend the Agreement as follows:

1. The VILLAGE OF SUGAR GROVE is added as a party to the Agreement.

2. Section 1.1 is replaced in its entirety with the following:

   1.1 Each of the parties to this Agreement is a municipal corporation organized and existing under the authority of the Municipal Code of 1961 (Illinois Compiled Statutes) and predecessor statutes. Each municipal corporation shall hereinafter be called "Batavia," "Geneva," "St. Charles" or "Sugar Grove," as the context may require.

3. Section 2.1 is replaced in its entirety with the following:

   2.1 The purpose of this Agreement is to unite the parties in a cooperative agreement to share data processing equipment and software used to provide electronic records management services for the Police Departments in each municipality. Batavia, Geneva, St. Charles, and Sugar Grove agree that combining records will facilitate inter-department communication and cooperation, thus serving the citizens of all four communities effectively.

4. Section 7.2.7 is replaced in its entirety with the following:

   7.2.7 For the purposes of compliance with any requests for information under the provisions of the Illinois Freedom of Information Act (5 ILCS 140/7 et. seq.), hereinafter referred to as "FOIA", Batavia shall not be an agent of the Partners.

5. Section 9.1 is replaced in its entirety with the following:

   9.1 Subject to the provisions relating to FOIA requests, there shall be no release or publication of data stored in the System that was entered by another party without the entering party's prior written approval. In the event that one party receives a request for information under the provisions of FOIA that may require a release of information that was not entered by that party, then that party shall notify the entering party that such a request has been made. The party receiving such a request shall process it using their policies and procedures for similar requests made under the provisions of FOIA.

6. Section 10.11 is added as follows:

   10.11 In consideration for its addition as a party to this Agreement, Sugar Grove shall pay to the other parties the following costs:

   a. The annual New World software maintenance costs cover a period beginning on March 1 and ending on the last day of February in the following calendar year (the "Maintenance Term"). Sugar Grove shall pay a prorated amount of their share of the annual costs based on the day they begin using the system to the end of the Maintenance Term then in effect. Sugar Grove will pay the full amount of their share at the beginning of the next Maintenance Term. Such payment shall be made to Batavia, and Batavia will reduce the maintenance amounts due to Batavia from Geneva and St. Charles accordingly.
   b. The costs for legal fees directly related to the review of this Amendment as required for passage by the parties' City Councils. Payment for these costs shall be made directly to each party.
   c. Costs incurred by the City of Batavia for staff time required to prepare this Amendment, assist Sugar Grove in procuring services and/or licenses from New World, provide Sugar Grove with network access to the System and verify its correct operation, and any other services requested by Sugar Grove in conjunction with their implementation of the System. Such costs will be billed at fifty dollars ($50) per hour. Payment for these costs shall be made to Batavia.

   Sugar Grove shall also be responsible for any software licensing costs and future software maintenance costs payable to New World that are directly attributable to their use of the System.

7. The attached Appendix 2 replaces the original Appendix 2 in its entirety.

**Appendix 2**
**New World Software Components In Use**

| Installed Component | Parties Using Component |
|---|---|
| Aegis/MSP Base Law Enforcement (LE) Records* | Batavia, Sugar Grove, Geneva, St. Charles |
| Aegis/MSP Federal and State Compliance Reporting for LE Records | Batavia, Sugar Grove, Geneva, St. Charles |
| Additional Aegis/MSP Software for LE Records | |
| Alarm Tracking and Billing | Batavia, Sugar Grove, Geneva, St. Charles |
| Bicycle Registration | Batavia, Sugar Grove, Geneva, St. Charles |
| Bookings | Batavia, Sugar Grove, Geneva, St. Charles |
| Case Management | Batavia, Sugar Grove, Geneva, St. Charles |
| Demographic Profiling Reporting | Batavia, Sugar Grove, Geneva, St. Charles |
| Gang Tracking | Batavia, Sugar Grove, Geneva, St. Charles |
| Aegis/MSP Third-Party Interface Software | |
| Livescan Interface for Identix | Batavia, St. Charles |
| Aegis/MSP Data Analysis / Crime Mapping / Management Reporting* | Batavia, Sugar Grove, Geneva, St. Charles |
| Aegis/MSP Imaging Software | Batavia, Sugar Grove, Geneva, St. Charles |
| Mobile Messaging Software* | |
| Software for RS/6000 Message Switch | Batavia, St. Charles |
| MDT/MCT Base RMS Interface | Batavia, St. Charles |
| Mobile Management Server Software* | |
| Base CAD/RMS/NCIC/Messaging Package | Batavia, St. Charles |
| Field Reporting | Batavia, St. Charles |
| Field Reporting Data Merge | Batavia, St. Charles |
| Mobile Client Software* | |
| LE Field Reporting (Federal Standards) | Batavia, St. Charles |
| LE Field Reporting Compliance | Batavia, St. Charles |
| Mobile Upload of Field Reports | Batavia, St. Charles |

** indicates component pricing may vary based on the number of users*

**CITY OF BATAVIA,** an Illinois Municipal Corporation,

By:_____
Its Mayor

Attest:

By:_____
Its City Clerk

**VILLAGE OF SUGAR GROVE,** an Illinois Municipal Corporation,

By:_____
Its Mayor

Attest:

By:_____
Its City Clerk

**CITY OF GENEVA,** an Illinois Municipal Corporation,

By:_____
Its Mayor

Attest:

By:_____
Its City Clerk

**CITY OF ST. CHARLES,** an Illinois Municipal Corporation,

By:_____
Its Mayor

Attest:

By:_____
Its City Clerk

**COPY**

# CITY OF BATAVIA, ILLINOIS
# RESOLUTION 07-100-R

## INTERGOVERNMENTAL AGREEMENT FOR TRI-CITY POLICE RECORDS

**WHEREAS,** the Batavia City Council has approved a contract with New World Systems Corporation on February 19, 2007, for the purchase of a Police Records Management System; and

**WHEREAS,** the City of Batavia deems it beneficial to share this system with the cities of Geneva and St. Charles to enhance the efficiency and effectiveness of Tri-City Police Operations; and

**WHEREAS,** all three cities are desirous of sharing this system as full partners;

**NOW, THEREFORE, BE IT RESOLVED,** by the City Council of the City of Batavia, Kane and DuPage Counties, Illinois that the City of Batavia enter into an Intergovernmental Agreement, **EXHIBIT 1**, for Tri-City Police Records with the cities of Geneva and St. Charles, Illinois.

**PRESENTED** to and **PASSED** by the City Council of the City of Batavia, Illinois, this 4th day of September, 2007.

**APPROVED** by me as Mayor of said City of Batavia, Illinois, this 4th day of September, 2007.

Jeffery D. Schielke

Jeffery D. Schielke, Mayor

| Ward | Aldermen | Ayes | Nays | Absent | Abstain | Aldermen | Ayes | Nays | Absent | Abstain |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Wollnik | X | | | | Sparks | X | | | |
| 2 | Dietz | X | | | | Wolff | X | | | |
| 3 | Miller | X | | | | Barnard | X | | | |
| 4 | Volk | X | | | | Schmitz | X | | | |
| 5 | Frydendall | X | | | | Nelson | X | | | |
| 6 | Liva | X | | | | Clark | X | | | |
| 7 | Vance | X | | | | Brown | X | | | |
| Mayor Schielke | | | | | | | | | | |

VOTE: 14 Ayes 0 Nays 0 Absent 0 Abstentions
Total holding office: Mayor and 14 aldermen

ATTEST:

Maude Hannah Volk

Maude Hannah Volk, City Clerk

1 page excluding Exhibit 1

# Intergovernmental Agreement
# For Tri-City Police Records

This Agreement is made and entered into this Fourth day of September 2007, by the CITY OF BATAVIA, CITY OF GENEVA, and CITY OF ST. CHARLES, all in Kane County, Illinois.

1. Parties

   1.1. Each of the parties to this Agreement is a municipal corporation organized and existing under the authority of the Municipal Code of 1961 (Illinois Compiled Statutes) and predecessor statutes. Each municipal corporation shall hereinafter be called "Batavia," "Geneva," or "St. Charles," as the context may require.

2. Purpose

   2.1. The purpose of this Agreement is to unite the parties in a cooperative agreement to share data processing equipment and software used to provide electronic records management services for the Police Departments in each municipality. Batavia, Geneva, and St. Charles agree that combining records will facilitate inter-department communication and cooperation, thus serving the citizens of all three communities effectively.

3. Name

   3.1. For convenient reference, the name by which this Agreement shall be known is the "Tri-City Police Records Agreement."

4. Legal Basis

   4.1. This Agreement is executed pursuant to the provisions of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et. seq.*, and other legal authority.

5. Definitions

   5.1. "New World" – New World Systems Corporation, a Michigan Corporation.

   5.2. "New World License Agreement" – The agreement between Batavia and New World entitled "New World Standard Software License and Services Agreement" executed on February 19, 2007.

   5.3. "System" – A combination of the software licensed from New World in the New World License Agreement and certain data processing equipment purchased by Batavia for the purpose of operating the New World software. The System shall

be comprised of the actual operational equipment, software and data, as well as a second copy of the core New World records software for purposes such as testing the New World software or training personnel.

5.4. "Partners" – All parties to this Agreement other than Batavia.

5.5. "Geographic Information Systems (GIS) Data License" – Terms as outlined in Appendix 1, which is attached hereto and incorporated into this Agreement.

6. Term of Agreement

6.1 The Term of this Agreement shall be in effect for a period of three (3) years, beginning March 1, 2007, and ending February 29, 2010. Thereafter it shall automatically be renewed with no affirmative action by the parties for successive three (3) year periods commencing March 1 of each year until notice of termination is given as provided in Section 12. The parties hereto acknowledge that the duration of the initial and renewal terms of this Agreement is authorized pursuant to Paragraph 8-1-7 of the Illinois Municipal Code (65 ILCS 5/8-1-7).

7. Services Provided by Batavia

7.1. Batavia shall provide the Partners with electronic access to the System. Partners shall also be permitted to utilize services from Batavia or from New World as provided in this section.

7.2. Batavia shall provide system management and administration functions for the System, including the following:

7.2.1. Installation, configuration, and administration of the operating system on each piece of equipment;

7.2.2. Installation of patches and upgrades to the operating systems;

7.2.3. Regular backups of the operating systems, software, and data in accordance with Batavia policies and procedures;

7.2.4. Installation and overall administration of the New World software and database system;

7.2.5. Installation of patches and upgrades to the New World software and database system;

7.2.6. Maintenance of network equipment and infrastructure owned or operated by Batavia; and

7.2.7. For the purposes of compliance with any requests for information under the provisions of the Illinois Freedom of Information Act (5 ILCS140/7 et. seq.), Batavia shall not be an agent of the Partners but shall provide a Partner with prompt notice of any request for information made under said Act.

7.3. The parties shall have access to the New World software components as described in Section 10. The parties shall also have access to their data stored in the database system used by the New World software.

7.4. Batavia shall undertake reasonable efforts to ensure access to the System but shall not, under any circumstances, guarantee the access to use the System. Certain events or circumstances, including but not limited to, hardware or software failures, may result in unscheduled downtime of the System. Batavia shall respond in a reasonable fashion to all unscheduled downtime and shall make reasonable efforts to prevent such unscheduled downtime.

7.5. From time to time, the System will require scheduled downtime for maintenance, repair or other purposes. Batavia shall attempt to minimize the period of downtime and shall provide reasonable notice to Partners of the expected time and duration of downtime. Such downtime shall be scheduled during pre-arranged, mutually agreeable time periods, and whenever possible, scheduled to avoid periods during unusual circumstances such as festivals or other events.

7.6. Batavia shall take reasonable action to protect the integrity of the System or other data processing systems operated by Batavia if a security breach is identified. Such action may require temporary interruption of services to the Partners. Batavia shall make reasonable efforts to promptly address the situation, including working with the Partners as necessary to remedy the problem.

7.7. Batavia shall not make any planned changes to the System or the means by which the Partners communicate with the System that could be reasonably expected to adversely affect the Partners' ability to use the system without prior consent from all Partners.

7.8. Each party shall designate one or more people from their organization that shall be authorized to contact New World in order receive telephone support for the use of the System, subject to any limitations imposed by New World.

7.9. Partners are responsible for procuring all necessary equipment for them to access the System. Each party is also solely responsible for all costs of maintaining, repairing or operating their equipment, including any equipment required to access the System.

7.10. Batavia shall, to the extent of its capability, assist Partners in obtaining necessary technical data to ensure compatibility of Partners' computers and related equipment with the System. Batavia shall also make reasonable efforts to coordinate communications between a Partner and New World as necessary to facilitate the Partner's access to the System.

8. Governance of System Operation

8.1. A Policy Board shall be established to provide all parties with equal participation in certain decisions regarding the operation of the System as set forth in this

section. The Policy Board shall not have the authority to bind or otherwise limit the Partners.

8.2. The Policy Board shall be comprised of the Chief of Police, or their assigned representative, of each of the parties of this Agreement.

8.3. Policy Board meetings may be called by any member of the Policy Board by providing notice to all other members at least forty-eight (48) hours in advance of the meeting time.

8.4. Each member of the Policy Board shall be entitled to cast one (1) vote on each matter brought to a meeting of the Policy Board for action. A quorum, defined as the majority of the members of the Policy Board, is required for the Policy Board to take action.

8.5. A majority vote of the Policy Board is required to successfully pass an action on items presented to the Policy Board.

8.6. The Policy Board shall act on matters related to policies, procedures, and other operational matters that require the cooperation of the parties in order to use or operate the System in an effective manner.

8.7. The Policy Board shall act on changes in the New World software components and/or the parties using particular components as outlined in Section 10. When changes are agreed upon by the Policy Board, the Policy Board shall recommend to the parties' City Councils that they, jointly and severally, take such necessary action to modify this Agreement accordingly, and, if required, to authorize any related expenditures.

8.8. The Policy Board shall act to determine the terms and length of a renewal of the Standard Software Maintenance Agreement ("SSMA") between Batavia and New World. The Policy Board will then recommend to the parties' City Councils that they take action to execute the agreement with New World and to authorize any related expenditures. To enter into a renewal term longer than three (3) years, the Policy Board must agree by unanimous vote rather than a majority vote. Should the Policy Board fail to successfully approve the renewal prior to the expiration date of the then-current term, then Batavia shall have the right, at its option, to renew the SSMA for one (1) year, fifteen (15) days prior to the expiration of the then-current term.

8.9. The Policy Board shall not take any action that would violate or otherwise conflict with the New World License Agreement.

8.10. The Policy Board shall, as it deems necessary, create committees for collaboration between the parties on various functional or technical aspects of the

System. Such committees shall be structured to provide equal representation from all parties.

9. Permitted Uses

9.1. There shall be no release or publication of data stored in the System that was entered by another party without the entering party's prior written approval. In the event that one party receives a Freedom of Information Act ("FOIA") request that may require a release of information, the FOIA request shall be immediately submitted to the entering party and processed based on the entering party's procedures for FOIA requests.

9.2. Partners shall be permitted to utilize the System for the purpose of operating the New World software. All use of the system by the Partners shall be consistent with the New World License Agreement.

9.3. All information stored on the System shall be accessible only through a password-protected login, and each party shall restrict access to its respective passwords as may be reasonably necessary to preserve the security and privacy of the System.

9.4. Parties shall access only this System through their network connection to Batavia.

9.5. All parties shall utilize any information from the System only for authorized lawful police purposes.

9.6. Access to the System shall be restricted for use by each party's authorized employees and agents only. Each party shall administer its own internal procedures, including the issuance of passwords, authorizing employees and agents as users, discontinuing access of former users, and similar matters as may be required for the purposes of this Agreement.

9.7. In the event any party's participation in this Agreement is terminated, the terminated party shall immediately discontinue any usage of the System.

9.8. Batavia shall be promptly notified of any breach in Partner's computer or recordkeeping system that may jeopardize the security or integrity of the System, including the termination of employment of any formerly authorized user of the System, so that appropriate security measures can be implemented.

9.9. In addition to the above-described security and non-disclosure requirements, all parties shall comply with all local, state and federal regulations and statutes governing the keeping, use or transmission of personal information or records of any sort which are kept on or accessed through the System, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA).

9.10. Batavia shall administer all internal aspects of the System. Batavia shall also monitor the System as follows:

9.10.1. Use automated means to monitor the availability of the equipment used in the operation of the System, and to notify Batavia Information Systems personnel in the event of a failure.

9.10.2. Install and maintain current anti-virus and anti-spyware software on the System, and use the centralized management services of those software products to notify Batavia Information Systems personnel in the event that a problem is detected.

9.10.3. Review event logs for the various components of the System where available, and take action as necessary to correct problems as identified in the logs.

9.11. All parties agree that they shall monitor use of the System by their employees and agents as the party may deem necessary to assure that all use is in accordance with their own policies, all applicable laws and this Agreement.

9.12. Partners acknowledge and agree that the New World software is confidential and proprietary to New World. Partners are bound by the same obligations for confidential information as Batavia as more fully set forth in Section 8 of the New World License Agreement.

9.13. Each party is responsible for their compliance with license requirements for the number of users or workstations in use at their facilities in accordance with the terms of the New World License Agreement.

9.14. All parties share the same responsibilities for the initial implementation of the System or the later implementation of additional components. These responsibilities are described in Sections 6.1, 6.2, 6.4, and 6.5 of the New World License Agreement.

10. System Software Components and Costs

10.1. Batavia shall make New World software components available to one or more parties as indicated in Appendix 2, provided that such party has purchased the necessary user licenses as required by New World. Appendix 2 shall be modified by the parties as appropriate, without amendment of this Agreement, pursuant to the provisions of Sections 10.2, 10.3, and 10.4 below.

10.2. The parties agree to share the costs of services provided by New World during the initial implementation of the System as follows:

10.2.1. Batavia shall pay an agreed proportion of the service costs as if Batavia were the only party implementing the system. The remaining share of the service costs approximately represents the incremental increase in costs created by increasing the scope of the project to include the Partners, and the Partners shall share that cost equally.

10.2.2. Partners shall also share equally the cost of upgrading the New World software license from a single jurisdiction license to a multiple jurisdiction license.

10.2.3. Batavia and St. Charles shall implement the Software Components pertaining to mobile applications, sharing the implementation costs equally.

10.3. In the event that one or more parties desires to purchase additional software components or system capabilities, such parties shall provide written authorization to Batavia to purchase the software. The initial purchase cost incurred by Batavia for the software (including, but not limited to, license fees, initial maintenance fees, and installation services) shall be invoiced in an amount divided evenly between those parties. Upon installation of the additional software, Batavia shall make such software available to those parties that chose to purchase it. Appendix 2 of this Agreement shall be amended accordingly to reflect the additional software and the parties using it.

10.4. In the event that a party desires to begin using an installed component that has previously been implemented by other parties according to Section 10.3, then that party shall provide written authorization to Batavia and pay a proportionate amount of to the initial purchase cost to the other parties using the component as if that party had participated in the initial implementation and divided the costs equally at that time.

10.5. In the event that a party needs to purchase user licenses or other New World software that will be installed at that party's agency for that party's exclusive use, that party shall procure such licenses or software directly from New World Systems. That party shall also be directly responsible for any installation costs and for the annual maintenance of such licenses or software. In the event that such a purchase also requires licenses or software to be purchased and installed on the shared application servers in Batavia, then the costs incurred by Batavia for such licenses or software will be divided among the parties based on their usage as provided in this Section 10.

10.6. An annual payment for software maintenance costs to New World is required for technical support of the system, such as phone support and software updates. Maintenance costs shall be divided between the parties as described below.

10.6.1. Maintenance costs for the software components listed in Appendix 2 that have a fixed price shall be divided equally among the parties using each component.

10.6.2. Maintenance costs for user licenses or for software components that are priced based on the number of users shall be divided among the parties in proportion to the number of user licenses that each party has purchased.

10.7. Batavia shall invoice Partners for maintenance costs thirty (30) days prior to the date the maintenance payment is due by Batavia to New World.

10.8. Payments for all invoices issued by Batavia are due thirty (30) days after the invoice date.

10.9. Batavia owns all title and interest in the data processing equipment, and Batavia is the software licensee with New World. In the event that a Partner terminates their participation in the Agreement, that party shall not be entitled to a refund for any monies paid prior to the termination. Should a party terminate their participation in this Agreement in order to pursue an alternate implementation of the New World software, Batavia shall make all reasonable efforts to work with New World to transfer user licenses or other components bought explicitly and solely on behalf of that party to another New World license agreement.

10.10. Partners are permitted to engage New World directly to obtain their consulting services for System training or configuration of Partner's equipment. Partner shall arrange to be billed directly by New World for such services, and shall be solely responsible for payment of invoices issued by New World for such services.

11. Indemnification

11.1. Each party shall indemnify and hold harmless the other parties and their agents, employees, officers and elected officials for any and all costs, judgments or damages (including reasonable attorneys fees) arising out of the party's use of the System, including any damages arising out of information contained therein and its accuracy, and shall indemnify and hold harmless such indemnified parties for all official or unofficial use or misuse of the System originating from the party's facilities, equipment, or conducted through the use of any security information specific to the party such as usernames or passwords and for any and all costs, judgments or damages arising therefrom.

11.2. Partners agree that Batavia shall have no liability for any and all losses of data or information stored on the system or server and any costs associated with the creation, replication or loss of such data and information, or for any downtime as described in Section 7.4, except in cases of gross negligence or malicious intent.

12. Termination

12.1. A Partner may voluntarily terminate their participation by giving written notice to the other parties ninety (90) days prior to the effective date of termination.

12.2. Batavia may voluntarily terminate this Agreement by giving written notice to the other parties twenty-four (24) months prior to the effective date of termination. Such termination may be effected earlier with unanimous consent of the other parties.

12.3. If a Partner is in default of their obligations hereunder, then Batavia shall send that party a written notice of default. The defaulting party shall have thirty (30) days to cure the default condition. If the default is not cured after that time, the defaulting party's participation in this Agreement shall be terminated.

12.4. Regardless of the manner in which the termination is effected, the terminated party shall pay its proportionate share of the annual maintenance costs through the end of the then-current annual period of the Standard Software Maintenance Agreement, described in Exhibit C of the New World License Agreement.

13. General Provisions

13.1. This Agreement may be amended in writing at any time by all of the parties to the Agreement. Amendments shall refer back to this Agreement and to subsequent amendments, if any, on the same subject and shall specify the language to be changed or added. The execution of any amendment shall be authorized by passage of an appropriate ordinance by the corporate authorities of each party.

13.2. If any part of this Agreement is adjudged invalid, such adjudication shall not affect the validity of the Agreement as a whole or of any other part.

13.3. Any notice required hereunder shall be deemed to be given on the date of mailing if sent by registered or certified mail, return receipt requested, to the address or addresses of the parties following their signatures at the end of this Agreement.

13.4. Paragraph titles are descriptive only and do not in any way limit or expand the scope of this Agreement, which is not transferable by any party hereto.

**CITY OF BATAVIA,** an Illinois Municipal Corporation,

By: _____
Its Mayor

Attest:

By: _____
Its City Clerk

**CITY OF GENEVA,** an Illinois Municipal Corporation,

By: _____
Its Mayor Pro Tem

Attest:

By: _____
Its City Clerk

**CITY OF ST. CHARLES,** an Illinois Municipal Corporation,

By: _____
Its Mayor

Attest:

By: _____
Its City Clerk

Appendix 1
Geographic Information Systems (GIS) Data License

This Appendix 1 grants certain limited rights to use the electronic data and documentation generated from the parties' GIS spatial or tabular datasets (hereinafter, "Datasets"). All rights not specifically granted in this Agreement are reserved to the party who created the Datasets.

1. **Reservation of Ownership and Grant of License**

   1.1. Each party retains exclusive rights, title, and ownership of the copy of the Datasets licensed under this Appendix and grants to the user a personal, nonexclusive, nontransferable license to use the data on the terms and conditions of this Agreement. From the date of receipt, each party agrees to use reasonable effort to protect the Datasets from unauthorized use, reproduction, distribution, or publication.

2. **Use**

   2.1. Parties to this Agreement shall not sublicense, sell, rent, lease, loan, transfer, assign, or provide access to electronic versions of the Datasets, in whole or part, to third parties, including clients or contractors. Printed versions of all or portions of the Datasets may only be provided to contractors as part of a larger service that is contracted by a party.

   2.2. Each party may produce maps, tables, and/or reports using all or portions of the Datasets provided. The appropriate party must be cited as the source of the Datasets in all products, publications, or presentation containing all or portions of the Datasets. Users of the Datasets must also cite the source of any modifications or analysis performed on the Datasets.

   2.3. Each party is solely responsible for any interpretation or manipulation of the Datasets, and the parties are strongly encouraged to collaborate with the party that created the Datasets on all analyses in order to ensure full understanding of the appropriate use of the Datasets.

   2.4. Parties shall not use the Datasets as the primary criteria for regulatory permitting decisions.

   2.5. Parties shall not use the Datasets to replace or modify land surveys, deeds, and/or other legal instruments defining land ownership and use. Any utilities contained within the Datasets have not been JULIE located. Please contact (800) 892-0123 for compliance with Illinois Compiled Statue 220 ILCS 50/1 et seq. prior to excavation.

3. **Liability**

3.1. The Datasets contain information from publicly available sources. Each party has developed the Datasets for their internal use. Independent verification of all information derived from the Datasets is strongly recommended.

3.2. Each party makes no warranties, expressed or implied, including without limitation, any warranties of merchantability or fitness for a particular purpose. Independent verification of all information derived from the Datasets is strongly recommended.

3.3. Each party and its elected or appointed officials, agents, consultants, contractors and employees shall not be liable for any loss of profits, consequential or incidental damages, or claims against the consumer by third parties that arise from the use of the Datasets. Each party shall indemnify and hold harmless the party that owns the Datasets from any and all liability claims or damages to any person or property arising from or connected with the use of the Datasets.

4. Updates

4.1. The Datasets shall be updated on a regular basis as mutually agreed by the parties.

Appendix 2
New World Software Components In Use

| Installed Component | Parties Using Component |
|---|---|
| Aegis/MSP Base Law Enforcement (LE) Records* | Batavia, Geneva, St. Charles |
| Aegis/MSP Federal and State Compliance Reporting for LE Records | Batavia, Geneva, St. Charles |
| Additional Aegis/MSP Software for LE Records | |
| Alarm Tracking and Billing | Batavia, Geneva, St. Charles |
| Bicycle Registration | Batavia, Geneva, St. Charles |
| Bookings | Batavia, Geneva, St. Charles |
| Case Management | Batavia, Geneva, St. Charles |
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| Gang Tracking | Batavia, Geneva, St. Charles |
| Aegis/MSP Third-Party Interface Software | |
| Livescan Interface | Batavia, Geneva, St. Charles |
| Aegis/MSP Data Analysis / Crime Mapping / Management Reporting* | Batavia, Geneva, St. Charles |
| Aegis/MSP Imaging Software | Batavia, Geneva, St. Charles |
| Mobile Messaging Software* | |
| Software for RS/6000 Message Switch | Batavia, St. Charles |
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| Base CAD/RMS/NCIC/Messaging Package | Batavia, St. Charles |
| Field Reporting | Batavia, St. Charles |
| Field Reporting Data Merge | Batavia, St. Charles |
| Mobile Client Software* | |
| LE Field Reporting (Federal Standards) | Batavia, St. Charles |
| LE Field Reporting Compliance | Batavia, St. Charles |
| Mobile Upload of Field Reports | Batavia, St. Charles |

** indicates component pricing varies based on number of users*