

**AGENDA**  
**THE CITY OF ST. CHARLES**  
**GOVERNMENT OPERATIONS COMMITTEE**  
**ALD. STEVE WEBER, CHAIR**  
**MONDAY, JUNE 17, 2024**  
**IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS – 2 EAST MAIN STREET**

**1. Call to Order**

**2. Roll Call**

**3. Administrative - None**

**4. Omnibus Vote**

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

**5. Finance Department**

a. Recommendation to approve an **Ordinance** Deleting Chapter 3.46, "Lumber Tax," of Title 3, "Revenue and Finance," of the St. Charles Municipal Code.

b. Recommendation to approve the Funding Allocation Requests of the 708 Mental Health Board for FY 2024-2025.

\*c. Budget Revisions May 2024

**6. Police Department**

a. Recommendation to approve a proposal for an A6 Liquor License Application for 7-11, located at 1705 W. Main St., St. Charles.

b. Proposal for a **Resolution** for Main St. closure for an Insomnia Productions movie production.

**7. Information Systems**

\*a. Recommendation to approve of a **Resolution** authorizing the purchase of Okta software subscriptions and support from Carahsoft Technology Corporation for \$27,336.

**8. Fire Department**

- a. Recommendation to approve a **Resolution** Authorizing the Purchase of Fire Station Alerting Equipment for the Fire Department that is budgeted in this FY.

**9. Public Comment**

**10. Additional Items from Mayor, Council or Staff**


**11. Executive Session**

- Personnel – 5 ILCS 120/2(c)(1)
- Pending, Probable or Imminent Litigation – 5 ILCS 120/2(c)(11)
- Property Acquisition – 5 ILCS 120/2(c)(5)
- Collective Bargaining – 5 ILCS 120/2(c)(2)
- Review of Executive Session Minutes – 5 ILCS 120/2(c)(21)

**12. Adjournment**

***ADA Compliance***

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the ADA Coordinator, Jennifer McMahon, at least 48 hours in advance of the scheduled meeting. The ADA Coordinator can be reached in person at 2 East Main Street, St. Charles, IL, via telephone at (630) 377 4446 or 800 526 0844 (TDD), or via e-mail at [jcmahon@stcharlesil.gov](mailto:jcmahon@stcharlesil.gov). Every effort will be made to allow for meeting participation. Notices of this meeting were posted consistent with the requirements of 5 ILCS 120/1 et seq. (Open Meetings Act).

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 5a
	Title:	<b>Recommendation to Officially Remove the Lumber Tax from the City Code</b>	
	Presenter:	<b>Bill Hannah, Director of Finance</b>	
<b>Meeting:</b> Government Operations Committee		<b>Date:</b> June 17, 2024	
<b>Proposed Cost:</b> N/A		<b>Budgeted Amount:</b> N/A	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> None			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p>In 2004, the City approved the imposition of a 2% Lumber Tax on the distribution of lumber at lumberyards in the City. The tax was subsequently litigated and was found to be unconstitutional in 2006.</p> <p>After the ruling, it appears that there was some correspondence sent from the City to affected entities indicating that the tax was no longer in effect. However, it does not appear that a formal ordinance was approved to officially remove the tax from the City Code.</p> <p>The attached ordinance would provide for the official removal of the lumber tax from the City Code. This item was discovered during a recent “clean-up” code review.</p>			
<b>Attachments</b> (please list):			
<b>Lumber Tax Removal Ordinance</b>			
<b>Recommendation/Suggested Action</b> (briefly explain):			
<b>Recommendation to Officially Remove the Lumber Tax from the City Code</b>			

**City of St. Charles, Illinois**  
**Ordinance No. 2024-M-\_\_\_\_\_**

**An Ordinance Deleting Chapter 3.46, “Lumber Tax,” of  
Title 3, "Revenue and Finance,” of the St. Charles Municipal Code**

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

SECTION ONE: Chapter 3.46, “Lumber Tax,” of Title 3, "Revenue and Finance,” of the St. Charles Municipal Code, be and is hereby deleted.

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

SECTION THREE: This Ordinance shall be in full force and effect ten (10) days from and after its passage by a vote of the majority of the corporate authorities now holding office, approval and publication in the manner provided by law.

PRESENTED to the City Council of the City of St. Charles, Illinois, this \_\_\_\_ day of July, 2024.

PASSED by the City Council of the City of St. Charles, Illinois this \_\_\_\_ day of July, 2024.

APPROVED by the Mayor of the City of St. Charles, Illinois, this \_\_\_\_ day of July, 2024.

\_\_\_\_\_  
Lora Vitek, Mayor

ATTEST:


\_\_\_\_\_  
City Clerk

COUNCIL VOTE:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 5b
	Title:	<b>Recommendation to Approve the Funding Allocation Requests of the 708 Mental Health Board for FY 2024-2025</b>	
	Presenter:	Bill Hannah, Finance Director Kaylynne Poremba, 708 Mental Health Board Chair	
<b>Meeting:</b> Government Operations Committee		<b>Date:</b> June 17, 2024	
<b>Proposed Cost:</b> \$ 660,000		<b>Budgeted Amount:</b> \$660,000	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> None			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p>The City of St. Charles levies a separate property tax for mental health services to support agencies that provide mental health services to residents of the City of St. Charles. This tax levy was approved by voters via referendum in the spring of 1986 and has been in place since that time. The tax historically has been about \$0.04/\$100 of EAV. The amount levied for 2023 was \$660,000 which, based on the County’s final tax extension calculations, resulted in a property tax rate of \$0.0372.</p> <p>The City’s 708 Mental Health Board administers the funding application process and makes annual recommendations of funding allocations to the various agencies providing these services. The recommended funding allocations for the 2024-2025 funding cycle are attached, as well as the historical allocations.</p> <p>Kaylynne Poremba, Chair of the 708 Mental Health Board, will present an overall summary on behalf of all the groups that have requested funding for FY 2024-2025. Additionally, representatives from the seven individual groups that will receive more than \$25,000 in funding will be available should there be any specific questions regarding the services they provide. These organizations include:</p> <ul style="list-style-type: none"> <li>• Association for Individual Development (AID)</li> <li>• CASA Kane County</li> <li>• City of St. Charles Police Department</li> <li>• Ecker Center for Mental Health</li> <li>• Lazarus House</li> <li>• Lighthouse Recovery</li> <li>• TriCity Family Services</li> </ul>			
<b>Attachments</b> (please list):			
Summary sheet of recommended funding allocations of St. Charles 708 Mental Health Board for FY 2024-2025			

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

Seeking approval of the funding allocation requests of the 708 Mental Health Board for the fiscal year 2024-2025.


**FY 2024-2025 St. Charles 708 Mental Health Board Allocation Summary and History**

	<b>2024-25 AMOUNT REQUESTED</b>	<b>2024-25 AMOUNT APPROVED</b>	<b>2023-24 AMOUNT APPROVED</b>	<b>2022-23 AMOUNT APPROVED</b>	<b>2021-22 AMOUNT APPROVED</b>	<b>2020-21 AMOUNT APPROVED</b>
ASSOCIATION FOR INDIVIDUAL DEVELOPMENT	\$ 44,010.00	\$ 35,996.00	\$ 37,942.00	\$ 32,240.00	\$ 41,333.94	\$ 39,000.00
CASA KANE COUNTY	\$ 38,500.00	\$ 31,424.00	\$ 29,531.00	\$ 37,500.00	\$ 18,591.08	\$ 7,763.00
COMMUNITY CRISIS CENTER	\$ 19,500.00	\$ 15,733.00	\$ 15,418.00	\$ 16,425.00	\$ 16,809.65	\$ 18,150.00
DAYONE PACT	\$ 4,500.00	\$ 4,106.00	\$ 3,510.00	\$ 2,763.00	\$ 3,817.27	\$ 2,643.00
EASTER SEALS DuPAGE & FOX VALLEY	\$ 20,000.00	\$ 16,261.00	\$ 13,886.00	\$ 9,000.00	\$ 9,250.01	\$ 8,906.00
ECKER CENTER FOR MENTAL HEALTH	\$ 130,000.00	\$ 103,534.00	\$ 88,848.00	\$ 105,348.00	\$ 103,269.65	\$ 58,860.00
ELDERDAY CENTER INC	\$ 20,500.00	\$ 15,445.00	\$ 14,553.00	\$ 14,521.00	\$ 15,669.65	\$ 14,376.00
ELGIN YOUTH SYMPHONY ORCHESTRA	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
FOX VALLEY HANDS OF HOPE	\$ 20,000.00	\$ 16,188.00	\$ 14,580.00	\$ 16,725.00	\$ 14,876.80	\$ 18,135.00
FOX VALLEY SPECIAL RECREATION ASSOC	\$ 10,000.00	\$ 7,848.00	\$ 4,721.00	\$ 5,633.00	\$ 5,963.05	\$ 5,813.00
HORSEPOWER THERAPEUTICS	\$ 9,350.00	\$ 8,148.00	\$ 7,406.00	\$ 8,911.00	\$ -	\$ -
KANE COUNTY UNITED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LAZARUS HOUSE	\$ 51,869.00	\$ 43,865.00	\$ 38,226.00	\$ 39,577.00	\$ 44,601.54	\$ 47,115.00
LIGHTHOUSE RECOVERY INC	\$ 69,000.00	\$ 57,618.00	\$ 51,840.00	\$ 44,792.00	\$ 42,341.08	\$ 31,673.00
LIVING WELL	\$ 20,000.00	\$ 16,638.00	\$ 12,005.00	\$ 16,667.00	\$ 16,591.08	\$ 7,388.00
NAMI KDK	\$ 15,000.00	\$ 10,077.00	\$ 6,058.00	\$ 3,875.00	\$ 6,243.94	\$ 5,168.00
RENZ ADDICTION COUNSELING CENTER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 79,069.00
SCENE 2	\$ 9,700.00	\$ -	\$ 5,020.00	\$ -	\$ -	\$ -
STC POLICE DEPT	\$ 75,000.00	\$ 59,568.00	\$ 70,000.00	\$ 57,850.00	\$ 55,556.94	\$ 46,463.00
SUICIDE PREVENTION SERVICES	\$ -	\$ -	\$ 8,438.00	\$ 10,585.00	\$ 10,673.23	\$ 11,220.00
SUPPORT OVER STIGMA	\$ 10,000.00	\$ 9,500.00	\$ 10,000.00	\$ -	\$ -	\$ -
THE JOSHUA TREE	\$ 2,500.00	\$ 2,277.00	\$ 1,856.00	\$ 1,792.00	\$ -	\$ -
TRI-CITY HEALTH PARTNERSHIP	\$ 20,000.00	\$ 16,183.00	\$ 14,013.00	\$ 14,313.00	\$ 13,376.80	\$ 13,669.00
TRICITY FAMILY SERVICES	\$ 230,000.00	\$ 189,591.00	\$ 184,418.00	\$ 173,486.00	\$ 192,378.07	\$ 196,132.00
YWCA METRO CHICAGO	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 844,429.00</b>	<b>\$ 660,000.00</b>	<b>\$ 632,269.00</b>	<b>\$ 612,003.00</b>	<b>\$ 611,343.78</b>	<b>\$ 611,543.00</b>







 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		<b>Agenda Item number:</b> 6a
	<b>Title:</b>	Recommendation to approve a Proposal for an A-6 Liquor License Application for 7-11, Located at 1705 W. Main St., St. Charles	
	<b>Presenter:</b>	Police Chief Keegan	
<b>Meeting:</b> Governemnt Operations Committe		<b>Date:</b> June 17, 2024	
<b>Proposed Cost:</b>		<b>Budgeted Amount:</b> \$	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> Choose an item.			
<b>Executive Summary (if not budgeted, please explain):</b>			
<p>The new owners of the 7-11, located at 1705 W. Main St., are requesting approval of an A-6 liquor license application for their business.</p>			
<b>Attachments (please list):</b>			
Liquor License			
<b>Recommendation/Suggested Action (briefly explain):</b>			
Recommendation to approve a proposal for an A-6 Liquor License application for 7-11 located at 1705 W. Main St., St. Charles.			



# Memo

Date: 6/3/2024

To: Lora Vitek, Mayor-Liquor Commissioner

From: James Keegan, Chief of Police *J. Keegan*

Re: Background Investigation/7-11 Mini-Mart/1705 W. Main Street (Class A-6)

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The purpose of this memorandum is to document and forward to your attention the results of the background investigation conducted by members of the St. Charles Police Department concerning the above mentioned establishment.

This request allows alcohol sales inside gas station/mini-marts as follows: *(Class A-6 licenses shall authorize the retail sale of alcoholic liquors in original packages only, and not for consumption on the premises, in gas stations containing convenience stores where the retail sale of packaged alcoholic liquor is secondary to the sale of gasoline products and/or miscellaneous convenience store items and the square footage devoted to the retail sale of alcoholic liquor is ten percent (10%) or less of the gross square footage).* Sales can only occur between 7:00 am and 12:00 am daily.

The site location/floor plans and the corresponding application materials were reviewed by my staff as this is reverting back to being franchised. We also reviewed their business plan, floor plan, Dram Shop insurance and liquor training certificates. We found nothing of a derogatory nature that would preclude either the site location or the applicant from moving forward with alcohol sales, subject to City Council approval.

Thank you in advance for your consideration in this matter.



# Memo

Date: 5/30/2024  
To: Chief James Keegan #300 via Chain of Command  
From: Commander Drew Lamela #340 *DL\*340* *in 317*  
CC: Deputy Chief Eric Majewski #317  
Re: Liquor License Background / 7-Eleven

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The purpose of this memo is to document the background investigation of Terabyte Group, Inc., d.b.a., 7-Eleven, pursuant to its application for a Class A-6 liquor license. A Class A-6 license shall authorize the retail sale of alcoholic liquors in original packages only, and not for consumption on the premises, in convenience stores or gas stations containing convenience stores where the retail sale of packaged alcoholic liquor is secondary to the sale of gasoline products and/or miscellaneous convenience store items and the square footage devoted to the retail sale of alcoholic liquor is ten percent (10%) or less of the gross square footage. 7-Eleven is currently located at 1705 W. Main St., in St. Charles, Illinois.

**Applicant/On-Site Manager**

Singh, Sukhdev



Telephone: (708) 955-1084

The application was received on 04/26/2024. The application is complete to include a signed lease, a business plan, floor plan and Certificate of Insurance (dram shop). Sukhdev (Dev) Singh is listed as the applicant and on-site manager of 7-Eleven. The Illinois Liquor Control Commission listed their current state license as active. The Terabyte Group, Inc. has an active status via the Illinois Secretary of State website. A copy of the lease agreement was included with the application. The property is being leased through 7-Eleven, Inc, out of Texas. The agreement is a 15-year lease with a 6-year option

The 7-Eleven is located 1705 W. Main Street and sells packaged liquor (like other convenience stores) for offsite consumption. This will be in addition to their full-service convenience store. The business has an active liquor license, which the Illinois Liquor Control Commission listed their current state license as "Active".

### **Applicant / On-Site Manager Interview**

On 05/29/2024, I met with Sukhdev (Dev) Singh at the St. Charles Police Department where he signed a waiver form, allowing me to conduct this background investigation. Dev resides at [REDACTED] Illinois. Dev advised that he has resided at this address for 10 years. Dev stated that he is in the process of purchasing the 7-Eleven located at 1705 W. Main St., in St. Charles, Illinois. Dev stated that the business is currently operational. Dev stated that he will be taking over the operation on 06/29/2024. Dev stated that he would start selling alcohol the day he takes over the business. Dev stated that he will be the on-site manager for the business and that his wife will be assisting him with operating the business. Dev stated that he plans on hiring approximately 4-5 new employees. Dev stated that he has not purchased any alcohol for business. Dev explained that once he takes over the operation, he will be purchasing the alcohol from 7-Eleven's distributors. Dev stated that he will not be making any renovations to the business. Dev stated that 7-Eleven is mainly a convenience store that will be selling liquor, beer and wine to be consumed off-site. Dev stated that the area in which the alcohol will be sold takes up approximately 10% of the store. Dev provided a 7-Eleven Store Menu and floor plan.

Dev has a current BASSET certification. On 05/20/2024, Dev's fingerprints were submitted to the FBI and Illinois Bureau of Identification.

A check through the Addison Police Department showed three contacts with Dev.

- 05/21/2017 – Traffic Citation – Speeding – 2017TR041720 – Closed
- 05/31/2021 – Complainant – Motor Vehicle Theft – Report #: ADPC2101459
- 09/30/2021 – Complainant – Lost Property – Report #: APDC2102774

A check through the DuPage County Clerk's Office showed the following contacts:

- 05/21/2017 – Traffic Citation – Speeding – 2017TR041720 – Closed
- 05/06/2016 – Traffic Citation – Driver Required to Wear Seatbelt – 2016TR039439 – Closed
- 07/07/2015 – Traffic Citations – Speeding / Improper Overtaking on Left-Motorcycle / Move Mounting Location of Registration Plate – 2016TR06168 – Closed
- 02/21/2014 – Traffic Citation – Speeding – 2014TR015084 – Closed

A search of the Cook County and Kane County Circuit Clerk's Office showed no contacts with Dev.

A search of ICLEAR showed no contacts with Dev.

A search through the Kane County Aegis showed no contacts with Dev.

A search through TLOxp showed no liens, forfeitures or judgements against Dev.

A search through our department's New World system showed one contact with Dev:

- 09/25/2015 – Warning Citation – Geneva Police Department

A search through the Illinois Secretary of State shows Dev to be the Agent of Terabyte Group, Inc. and shows the corporation to be active.

### Site Visit

On 05/29/2024, I called Dev to meet with him at the 7-Eleven and he advised that he was currently in training in Chicago. Dev advised that I could conduct the site visit and if there were any issues, to let him know so that he could correct the problem.

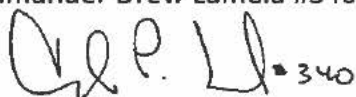
Notes in the application, the business plan indicated the hours of operation will be 24 hours a day, seven days a week, as it is currently. Dev stated he would follow local regulations regarding the times of selling packaged alcoholic beverages. There will be no live music and no outdoor seating. Smoking area will be in front of the building.

I went to 7-Eleven, located at 1705 W. Main Street. The business was clean, stocked with food, beverages and fully operational. The alcohol was displayed on the southwest wall in a refrigerator. There was an isle on the north end of the business that had beer displayed in a small portion of the isle. There was a sign that indicated the product was alcoholic beverages and no one under 21 could purchase the product. I noted that the areas in which the alcohol were being sold was less than 10% of the business. I noted that the business is consistent with the floor plan that was provided in the application.

I spoke with Dev after the site visit. I asked Dev if he would keep the business consistent with where the alcohol is being stored. Dev stated that he was thinking about moving the beer from the first isle to the cooler where the rest of the alcohol is being displayed.

This concludes this background investigation.

Commander Drew Lamela #340





# Memo

Date: 05/31/2024  
To: Chief Keegan #300 (via chain of command)  
CC: Cmdr. Lamela #340  
From: Det. Sgt. Vicicondi #368 *SM 3/17*  
Re: Supplemental Memo - Liquor License Class (A-6) — Background Investigation for Terabyte Group, Inc., d.b.a., 7-Eleven (1705 W. Main St.)

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## IN SUMMARY:

The purpose of this memo is to outline steps taken during the background investigation for a liquor license application. This investigation was done based on the application submitted for a Class (A-6) – liquor license for the business Terabyte Group, Inc., d.b.a., 7-Eleven – which is located at 1705 W. Main St., St. Charles, IL 60174.

### APPLICANT:

Singh, Sukhdev

Telephone: (708) 955-1084

On 05/31/24, I called and spoke with Sukhdev Singh on the phone and learned the following in summary and not verbatim:

I asked Sukhdev if he owns any other businesses and he advised that he did. Sukhdev owns a trucking business – Terabyte Trucking Inc. The business hauls sand, stone, and gravel. The trucks are dump trucks. Sukhdev denied owning Hunter Lines Inc. and Sukhman Inc. Sukhdev advised that Sukhmani Inc. is a very common name in his culture and it's a female name.

I utilized the ilsos.gov website's business entity search to look up Sukhdev. There were (5) results which were (in summary):

- U.S. Petro Mart Inc. – Dissolved – President: Sukhdev Singh (17551 S Coronado Dr Orland Park 60462)
- AKS Cab Co. – Dissolved – President: Sukhdev Singh (180 Martha St Bensenville 60506)
- Sukhdev Enterprises – Dissolved – Sukhdev Singh
- Royal Sub and Grill Inc. – Dissolved – Sukhdev Singh (439 E 79<sup>th</sup> Chicago IL, 60619)
- Terabyte Trucking Inc. – Active – President: Sukhdev Singh (60101)



Sukhdev denied owning the above businesses - except Terabyte Trucking Inc. Sukhdev also advised that all of his businesses are registered through his home address [REDACTED].

It should be noted that the Agent Information for Sukhdev Enterprises Inc. lists Sukhdev Singh and address [REDACTED].

-Refer to the attached printouts for further information.

**FINGERPRINT RESPONSES:**

The ISP Bureau of Identification response had a result of: no record on file. The FBI response revealed no prior arrest data.

-Refer to the attached responses for further information.

This concludes this background investigation.

Respectfully Submitted,



Det. Sgt. Vicicondi #368



City of St. Charles, Illinois Liquor Control Commission  
CITY RETAIL LIQUOR DEALER LICENSE APPLICATION



Incomplete applications will not be accepted.

Applications may be submitted to: 2 E. Main Street, St. Charles, IL 60174-1984

**Business Name**

**APPLICATION CHECKLIST**

Check items to confirm all are attached to this application	Applicant	Office Use
<b>Application Fee of \$200 (5.08.070C) non-refundable</b> Non-refundable	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Completed Application</b> for all questions applicable to your business.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Copy of Lease/Proof of Ownership</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Copy of Dram Shop Insurance</b> or a letter from insurance agent with a proposed quote.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Copy of Articles of Corporation</b> , if applicable.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Completed B.A.S.S.E.T. (Beverage Alcohol Sellers &amp; Servers Training) form</b> – filled out for all employees. A copy of the B.A.S.S.E.T. certificate is <b>only</b> needed for each manager. It is the business establishment's responsibility to keep copies of all B.A.S.S.E.T. certificates on file for all of their employees.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Copy of Site Plan for Establishment (Drawn to scale including the parking lot, patio and/or deck, outdoor seating).</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Copy of Floor Plan for Establishment (Drawn to scale and must include the layout of the establishment with tables, chairs, aisles, displays, cash register, bar, and lounge area with dimensions, percentage, and square footage noted for each space). Be sure to also include all fixed objects, such as pool tables, bar stools, vending/amusement machines; as well as all exits.</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Copy of Business Plan, to include:</b> <input type="checkbox"/> Hours of Operation <input type="checkbox"/> Copy of Menu <input type="checkbox"/> Whether or not live music will be played at this establishment <input type="checkbox"/> Will there be outdoor seating and/or outdoor designated smoking area <input type="checkbox"/> Do not include a marketing or financial plan with this business plan	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Are any building alterations planned for this site?</b> If not sure, please contact <b>Building &amp; Code Enforcement at 630.377.4406</b> and/or <b>Fire Prevention Bureau at 630.377.4458</b> to discuss whether or not a walk-thru and/or permit are necessary. <i>NO N/A</i>	<input type="checkbox"/>	<input type="checkbox"/>
<b>All managers have been fingerprinted who are employed by your establishment.</b> When new management is hired, it is imperative you contact the Mayor's office to be fingerprinted so the City's business files are appropriately updated. <i>must schedule</i>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Alcohol Tax Acknowledgement and Business Information Sheet</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

**OFFICIAL USE ONLY**

\_\_\_\_\_  
Signature of Investigating Officer

\_\_\_\_\_  
Badge Number & Rank

Approval Recommended\*

Approval NOT Recommended

\_\_\_\_\_  
Signature of Chief of Police

\_\_\_\_\_  
Date

**\*ISSUANCE OF THIS LICENSE IS CONTINGENT ON MEETING ALL REQUIRED BUILDING AND FIRE DEPARTMENT REQUIREMENTS.**

**LICENSE INFORMATION:**

A Package \$3200-3600   
 A1   
 A2   
 A4   
 A5   
 A6  
 B Restaurant \$2400-3600   
 B1   
 B2   
 B3   
 Late Night Permit 1:00am \$800 (B/C only)  
 C Tavern \$2400-3600   
 C1   
 C2   
 C1   
 Late Night Permit 2:00am \$2300 (B/C only)  
 D Hotel/Banquet/Arcada/Q-Center/Entertainment/Club - \$varies   
**D-Type** \_\_\_\_\_  
 G Brewery/Restaurant or Site License - \$varies   
 G1   
 G2  
 H Catering License - \$varies   
 H1   
 H2

*\*Initial Liquor License fees for A, B, C, D, G are reduced by 50% for annual renewals and licenses issued after Nov 1.  
 \*Licenses are valid until April 30 following issuance and a renewal application is required for the next year (May 1-April 30) (5.08.040)*

**APPLICANT INFORMATION**

1. Type of Business:   
 Individual   
 Partnership   
 Corporation   
 Other (explain):

2. Business Name: Terabyte Group Inc. d/b/a 7-Eleven #33831B

3. Business Address: 1705 W. Main St. St. Charles IL 60174

4. Type of Business (5.08.070-3): <u>Convenience Store</u>	5. Length of Time in this Business (5.08.070-4): <u>new franchisee</u>	6. Value of merchandise that normally will be in inventory when in operation (5.08.070-5): \$	
7. Business Phone: <u>(630) 513-7453</u>	8. Business E-mail: <u>adsukhdev@gmail.com</u>	9. Business Website:	10. Illinois Tax ID Number: <u>4525-3641</u>
11. Applicant/Contact Person Name: <u>Sukhdev Singh</u>		12. Title: <u>President/Owner</u>	13. Email: <u>adsukhdev@gmail.com</u>

18. If Corporation, Corporation Name:  
Terabyte Group Inc

19. Corporation Address (city, state, zip code):  
[REDACTED]

**ADDITIONAL OWNERS, INVESTORS (greater than 5% interest), and MANAGER INFORMATION**

Full Name, include middle initial: Sukhdev Singh      Title: President/owner (100%)

Email Address: adsukhdev@gmail.com

Full Name, include middle initial:	Title:		
Birthdate:	Birthplace:	Driver's License#:	Home Phone:
Home Address, and all addresses for the last 10 years:			Email Address:

Full Name, include middle initial:	Title:		
Birthdate:	Birthplace:	Driver's License#:	Home Phone:
Home Address, and all addresses for the last 10 years:			Email Address:

BUSINESS ESTABLISHMENT LOCATION INFORMATION			
1. Exact Street Address for liquor license: 1705 W. Main St.	2. # Parking Spaces: N/A	3. Outside Dining s.f. [17.20.020-R]: N/A	4. Total Building s.f.: 2,652
5. Total # Seats: 0	6. Live Entertainment Area s.f. [5.08.010-H]: N/A		
7. Brief Business Plan description based on type of establishment listed above (5.08.070-6): Convenience store - retail sales			

PROPOSED FLOOR PLAN/LAYOUT OF PROPERTY	
Attach to this application a floorplan or layout of the proposed facility to include the following:	
1.	Every application for Liquor license shall have attached thereto a site drawing of the proposed licensed premises, drawn to scale showing the following: <ul style="list-style-type: none"> <li>a. The location of all rooms, segregated areas, including outdoor seating areas and the square footage thereof;</li> <li>b. The designated use of each room or segregated area (i.e. dining room, holding bar, service bar, kitchen, restrooms, outdoor seating areas, all rooms and segregated areas, including outdoor areas where alcoholic liquor may be served or consumed and all locations where live entertainment may be provided);</li> <li>c. The proposed seating capacity of rooms or segregated areas where the public is permitted to consume food and/or alcoholic beverages and/or live entertainment may be provided.</li> </ul>
2.	The site drawing is subject to the approval of the Local Liquor Control Commissioner. The Local Liquor Commissioner may impose such restrictions as he deems appropriate on any license by noting the same on the approved site drawing or as provided on the face of the license.
3.	A copy of the approved site drawing shall be attached to the approved license and is made a part of said license.
4.	It shall be unlawful for any licensee to operate and/or maintain the licensed premises in any manner inconsistent with the approved site drawing.
<b>THE FIRE PREVENTION BUREAU WILL FURNISH ALL FINAL, PERMITTED OCCUPANCY NUMBERS FOR THIS LICENSE.</b>	


**CORPORATION / PREMISES QUESTIONS**

1. If applicant is an individual or partnership, is each and every person a United States citizen (5.08.070-2)?  Yes  No

1. Is any individual a naturalized citizen?  Yes  No **SUKHDEV SINGH**  
 If yes, print name(s), date(s), and place(s) of naturalization: **06/2018, Chicago**

2. Is the premises owned or leased (5.08.070-6A)?  Owned  Leased

3. If the premises are leased, list the names and addresses of all direct owners or owners of beneficial interests in any trusts, if premises are held in trust (5.08.070-6B):

**Name of Building Owner: Heidner Property Management** Phone Number: **(630) 894-0099**  
**Address of Building Owner:**  E-mail Address: **bob.dellutri@heidnerinc.com**  
**Mailing Address of Building Owner (if different):**

**Name of Building Owner:** Phone Number:  
**Address of Building Owner:** E-mail Address:  
**Mailing Address of Building Owner (if different):**

**Name of Building Owner:** Phone Number:  
**Address of Building Owner:** E-mail Address:  
**Mailing Address of Building Owner (if different):**

4. Does the applicant currently operate, or operated in the past, any other establishment within the City of St. Charles that requires a liquor license?  Yes  No  
 If yes, please list the business name(s) and address(es):

5. Does applicant have any outstanding debt with the City of St. Charles, including, but not limited to, utility bills, alcohol tax, and permit fees, for any current or previous establishment owned, operated or managed by the applicant?  
 Yes  No  
*If yes, please note the City of St. Charles requires all debt to be paid in full before consideration of a new or renewed liquor license is issued. (5.08.050)*

6. Are any improvements planned for the building and/or site that will require a building permit?  Yes  No  
 If yes, has a building permit been applied for?  Yes  No Date of permit application \_\_\_\_\_

7. Has applicant applied for a similar or other license on the premises other than the one for which this license is sought (5.08.070-7)?  Yes  No  
 If yes, what was the disposition of the application? Explain as necessary:

8.	<p>Has applicant (and all persons listed on page 2 of this application) ever been convicted of a felony under any Federal or State law, or convicted of a misdemeanor opposed to decency or morality (5.08.070-8)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Is applicant (and all persons listed on page 2 of this application) disqualified from receiving a liquor license by reason of any matter contained in Illinois State law and/or City of St. Charles Municipal Ordinances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
9.	<p>List previous liquor licenses issued by any State Government or any subdivision thereof (5.08.070-9). Use additional paper if necessary.</p> <p>Government Unit: _____ Location, City/State: _____</p> <p>Date: _____ Special Explanations: _____</p> <p>Government Unit: _____ Location, City/State: _____</p> <p>Date: _____ Special Explanations: _____</p>
10.	<p>Have any liquor licenses possessed ever been revoked (5.08.070-9)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, list all reasons on a separate, signed letter accompanying this application.</p> <p>Has any director, officer, shareholder, or any of your managers, ever been denied liquor license from any jurisdiction? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, proceed to Question 15. If more space is needed, please attach a separate sheet of paper with the information.</p>
11.	<p>Complete ONLY if yes was answered to the question above (10):</p> <p>Name: _____ Name of Business: _____</p> <p>Position with the Business: _____ Date(s) of Denial: _____</p> <p>Reason(s) for Denial of License: _____</p>
12.	<p>Date of Incorporation (Illinois Corporations) (5.08.070-10): 3-13-2024</p> <p>Date qualified under Illinois Business Corporation Act to transact business in Illinois (Foreign Corporation): N/A</p>
13.	<p>Has the applicant and all designated managers read and do they all understand and agree not to violate any laws of the United States, the State of Illinois, and any of the ordinances of the City of St. Charles in conducting business (5.08.070-11)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Have you, or in the case of a corporation, the local manager, or in the case of a partnership any of the partners, ever been convicted of any violation of any law pertaining to alcoholic liquor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Have you, or in the case of a corporation the local manager, or in the case of a partnership any of the partners, ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Have you ever been convicted of a gambling offense? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If a partnership or corporation, include all partners and the local manager(s).)</p> <p>Will you and all your employees refuse to serve or sell alcoholic liquor to an intoxicated person or to a minor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

14. All individual owners, partners, officers, directors, and/or persons holding directly or beneficially more than five (5) percent in interest of the stock of owners by interest listed on page 2 of this application must be fingerprinted by the City of St. Charles Police Department (5.08.070-A12).  
 Has this been done?  Yes  No  
 If yes, date(s):

15. Has the applicant attached proof of Dram Shop Insurance to this application or already furnished it to the City of St. Charles (5.08.060)?  Yes  No      If already furnished, date of delivery:

16. Is the premises within 100 feet of any real property of any church; school; hospital; home for the aged or indigent persons; home for veterans, their wives/husbands, or children; and/or any military or naval station (5.08.230)?  
 Yes  No

**B.A.S.S.E.T. TRAINING**

Please list employees required to have B.A.S.S.E.T training on this page – include all managers, assistant managers, bartenders, and clerks who are permitted to make alcoholic liquor sales. Include copies of certificates for managers only and mark Manager if applicable. Add another page, if needed.

Name (First, Middle, Last): Sukhdev Singh

Date of Course: 5/3/2024      Place Course was Taken: online      Certificate Granted? Y/N      Expiration: 5/3/2027

Name (First, Middle, Last): Jasleen Kaur

Date of Course: 5/4/2024      Place Course was Taken: online      Certificate Granted? Y/N      Expiration: 5/4/2027

Name (First, Middle, Last):

Home Street Address, Incl City, State, Zip:

Date of Course:      Place Course was Taken:      Certificate Granted? Y/N      Expiration:

Name (First, Middle, Last):

Home Street Address, Incl City, State, Zip:

Date of Course:      Place Course was Taken:      Certificate Granted? Y/N      Expiration:

**NEW MANAGEMENT REQUIREMENTS**

Whenever a new manager comes on board, the City must be notified and that person must be fingerprinted.

It is the business establishment's responsibility to keep copies of all B.A.S.S.E.T. certificates on file for their employees.

**COMMENTS/ADDITIONAL INFORMATION**

Business Name:

**SIGNATURES**

Applicant's Signature

Subscribed and sworn before me this 26<sup>th</sup> day of April, 2024

**NAYELLI ALVAREZ**  
Notary Seal  
Notary Public - State of Illinois  
My Commission Expires Mar 26, 2027

Notary Public

**ADDENDUM TO RETAIL LIQUOR LICENSE APPLICATION**

To be completed by the City of St. Charles Police Department

Date:	Name of Applicant:
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Name of Business:

Address of Business:	Ward Number:
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Pursuant to the provision of the City of St. Charles Municipal Code, Chapter 5.08, Alcoholic Beverages, the following guide shall be in effect for the investigation of an applicant for a Retail Dealer's Liquor License:

1. Date on which applicant will begin selling retail alcoholic liquors at this location:
2. Is the location within 100 feet of any church; school; hospital; home for the aged or indigent persons; home for veterans, their wives/husbands or children; or any military or naval station?  Yes  No
3. If the answer to question 2 is yes, answer the following: Is applicant's place of business a hotel offering restaurant service, a regularly organized club, a restaurant, a food shop, or other place where the sale of alcoholic liquors is not the principal business?  Yes  No  
**If yes, answer a, b and c:**
  - a. State the kind of such business:
  - b. Give date on which applicant began the kind of business named at this location:
  - c. Has the kind of business designated been established at this location for such purpose prior to February 1, 1934, and carried on continuously since such time by either the applicant or any other person?  
 Yes  No
4. If premises for which an alcoholic liquor license is herein applied for are within 100 feet of a church, have such premises been licensed for the sale of alcoholic liquor at retail prior to the establishment of such church?  Yes  No  
**If yes, have the premises been continuously operated and licensed for the sale of alcoholic liquor at retail since the original alcoholic liquor license was issued therefore?**  Yes  No

5.	<p>Is the place for which the alcoholic liquor license is sought a dwelling house, flat, or apartment used for residential purposes?  <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
6.	<p>Is there any access leading from premises to any other portion of the same building or structure used for dwelling or lodging purposes and which is permitted to be used or kept accessible for use by the public? (Connection between premises and such other portion of building or structure as is used only by the applicant, his/her family and personal guests not prohibited.)  <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
7.	<p>If applicant conducts or will conduct in the same place any other class of business in addition to that of City Retailer of Alcoholic Liquor, state the kind and nature of such business: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
8.	<p>Are all rooms where liquor will be sold for consumption on the premises continuously lighted during business hours by natural light or artificial white light so that all parts of the interior shall be clearly visible? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
9.	<p>Are premises located in any building belonging to or under the control of the State of Illinois or any other political subdivision thereof, such as county, city, etc.? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
10.	<p>Are the premises for which license is herein applied for a store or place of business where the majority of customers are minors of school age or where the principal business transacted consists of school books, school supplies, food or drinks for such minors? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
11.	<p>It is required by the City of St. Charles that all employees undergo BASSET training. Provide a copy of the certificate of training completion for each manager. All certificates for managers have been submitted: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
12.	<p>From your observation and investigation, has applicant—to the best of your knowledge—truthfully answered all questions?  <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>If no, state exceptions:</b></p>
13.	<p>Have all persons named in this application been fingerprinted? <input type="checkbox"/> Yes <input type="checkbox"/> No  Fingerprinted by: _____ Date: _____</p>
14.	<p>Other necessary data:</p>





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA LLC IN CA, dba Marsh Risk & Insurance Services PO BOX 14404 Des Moines, IA 50306-9686	<b>CONTACT NAME:</b> Marsh USA LLC <b>PHONE (A/C, No, Ext):</b> 855-546-5361 <b>E-MAIL ADDRESS:</b> 7-Eleven@marsh.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> TERABYTE GROUP INC D/B/A 7-Eleven #33831B 1705 W MAIN ST SAINT CHARLES IL 60174 Customer Number: 3310225	<b>INSURER A:</b> AIG Specialty Insurance Company NAIC # 26883	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			015272190	07/01/2024	10/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			015272190	07/01/2024	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Additional Remarks Schedule (Acord 101)

### CERTIFICATE HOLDER

### CANCELLATION

CITY OF ST. CHARLES 2 E. MAIN ST ST CHARLES IL 60174	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> Marsh USA LLC		<b>NAMED INSURED</b> Sukhdev Singh 689 Western Lane Addison, IL 60101	
<b>POLICY NUMBER</b> 015272190		<b>EFFECTIVE DATE:</b> 07/01/2024	
<b>CARRIER</b> AIG Specialty Insurance Company	<b>NAIC CODE</b> 26883		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate Of Liability Insurance

Additional Named Insured:  
33831- TERABYTE GROUP INC, 1705 W MAIN ST., SAINT CHARLES, IL, 60174

**ARTICLES OF INCORPORATION**  
Business Corporation Act

Filing Fee: \$150

File #: 74621503

Approved By: AXP

**FILED**  
**MAR 13 2024**  
**Alexi Giannoulis**  
**Secretary of State**

1. Corporate Name: TERABYTE GROUP INC.

2. Initial Registered Agent: SUKHDEV SINGH

	First Name	Middle Initial	Last Name
Initial Registered Office	<u>[REDACTED]</u>		
	Number	Street	Suite No.
	<u>ADDISON</u>	<u>IL</u>	<u>60101-1595</u>
	City	ZIP Code	County
			<u>DU PAGE</u>

3. Purposes for which the Corporation is Organized:  
The transaction of any or all lawful businesses for which corporations may be incorporated under the Illinois Business Corporation Act.

4. Authorized Shares, Issued Shares and Consideration Received:

Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
<u>COMMON</u>	<u>200</u>	<u>200</u>	<u>\$ 200</u>

**NAME & ADDRESS OF INCORPORATOR**

5. The undersigned incorporator hereby declares, under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated MARCH 13, 2024  
Month & Day Year

SUKHDEV SINGH  
Name

1705 WEST MAIN STREET  
Street

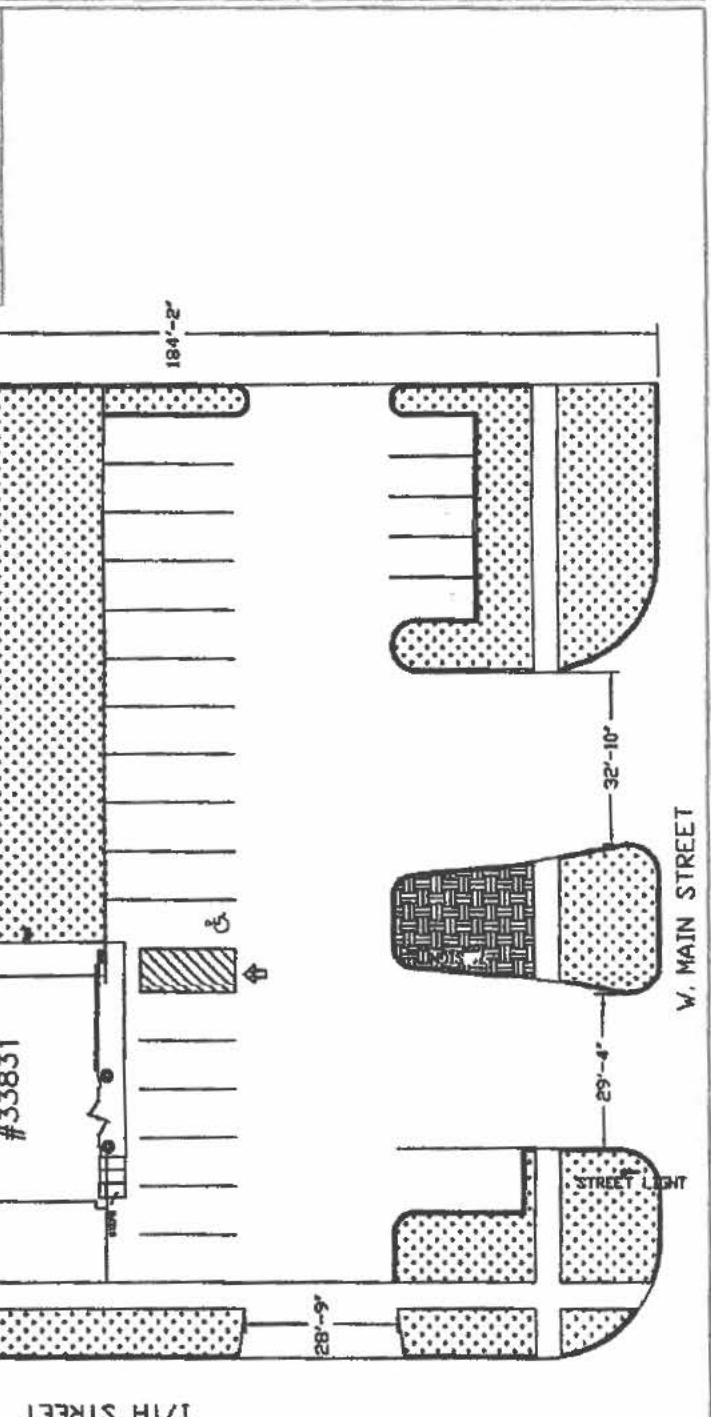
SAINT CHARLES IL 60174  
City/Town State ZIP Code

# **ADDITIONAL PROVISION**

## **7-ELEVEN PROVISION:**

- a) Notwithstanding anything herein to the contrary and unless otherwise required by state law, the sole shareholder(s) of this corporation shall be the "Franchisee(s)." For purposes of this document, "Franchisee(s)" shall mean and include (a) the original signatory(ies), as franchisee, to the 7-Eleven Store Franchise Agreement(s) ["Franchise Agreement(s)"] intended to be, or having been, assigned to this corporation; (b) anyone listed as a shareholder of this corporation who has participated in 7-Eleven, Inc.'s franchise qualification process and has been approved by 7-Eleven, Inc. as a shareholder of this corporation; and (c) anyone added as a franchisee by amendment to the Franchise Agreement(s); however, "Franchisee(s)" shall exclude anyone who was an original signatory or who was later added as a franchisee but who has subsequently been deleted as a franchisee by amendment to the Franchise Agreement(s). Further, each "Franchisee," during the time such person is a "Franchisee," and only while a "Franchisee," must be a shareholder of this corporation.**
- b) Notwithstanding anything herein to the contrary, this corporation is a single-purpose corporation, the single purpose being the operation of one or more 7-Eleven stores in accordance with one or more Franchise Agreements.**
- c) The following restrictive legend must appear clearly and legibly on each stock certificate:  
"No shares of this corporation may be issued, encumbered, assigned, held or transferred except with the prior written consent of 7-Eleven Inc., a Texas corporation, and no shares may be held by anyone other than the "Franchisee(s)," as defined in the Articles of Incorporation of this corporation. However, shares may be owned by the fiduciary of the estate of a deceased shareholder pending an approved transfer. These restrictions may not be amended, repealed or revoked except with the prior written consent of 7-Eleven Inc."**
- d) These Articles of Incorporation may not be revised, amended or repealed except with the prior written consent of 7-Eleven, Inc., a Texas corporation.**
- e) Both preemptive rights and cumulative voting must be prohibited.**

- 1. 1" = 20'-0" SCALE
- 2. 4/18/2008 DATE
- 3. 1 OF 1 SHEET
- 4. 33831SP PROJECT NO.
- 5. 7-ELEVEN STORE # 33831
- 6. 1705 W. MAIN STREET
- 7. ST. CHARLES TWP, IL 60174-1631
- 8. 7-ELEVEN STORE # 33831
- 9. 1705 W. MAIN STREET
- 10. ST. CHARLES TWP, IL 60174-1631
- 11. 185'-3" DIMENSION
- 12. 184'-2" DIMENSION
- 13. 32'-10" DIMENSION
- 14. 29'-4" DIMENSION
- 15. 51'-5" DIMENSION
- 16. 9'-5" DIMENSION
- 17. 28'-9" DIMENSION
- 18. 17TH STREET
- 19. W. MAIN STREET
- 20. STREET LIGHT
- 21. 7-ELEVEN STORE # 33831
- 22. 1705 W. MAIN STREET
- 23. ST. CHARLES TWP, IL 60174-1631
- 24. 7-ELEVEN STORE # 33831
- 25. 1705 W. MAIN STREET
- 26. ST. CHARLES TWP, IL 60174-1631
- 27. 7-ELEVEN STORE # 33831
- 28. 1705 W. MAIN STREET
- 29. ST. CHARLES TWP, IL 60174-1631
- 30. 7-ELEVEN STORE # 33831
- 31. 1705 W. MAIN STREET
- 32. ST. CHARLES TWP, IL 60174-1631
- 33. 7-ELEVEN STORE # 33831
- 34. 1705 W. MAIN STREET
- 35. ST. CHARLES TWP, IL 60174-1631
- 36. 7-ELEVEN STORE # 33831
- 37. 1705 W. MAIN STREET
- 38. ST. CHARLES TWP, IL 60174-1631
- 39. 7-ELEVEN STORE # 33831
- 40. 1705 W. MAIN STREET
- 41. ST. CHARLES TWP, IL 60174-1631
- 42. 7-ELEVEN STORE # 33831
- 43. 1705 W. MAIN STREET
- 44. ST. CHARLES TWP, IL 60174-1631
- 45. 7-ELEVEN STORE # 33831
- 46. 1705 W. MAIN STREET
- 47. ST. CHARLES TWP, IL 60174-1631
- 48. 7-ELEVEN STORE # 33831
- 49. 1705 W. MAIN STREET
- 50. ST. CHARLES TWP, IL 60174-1631



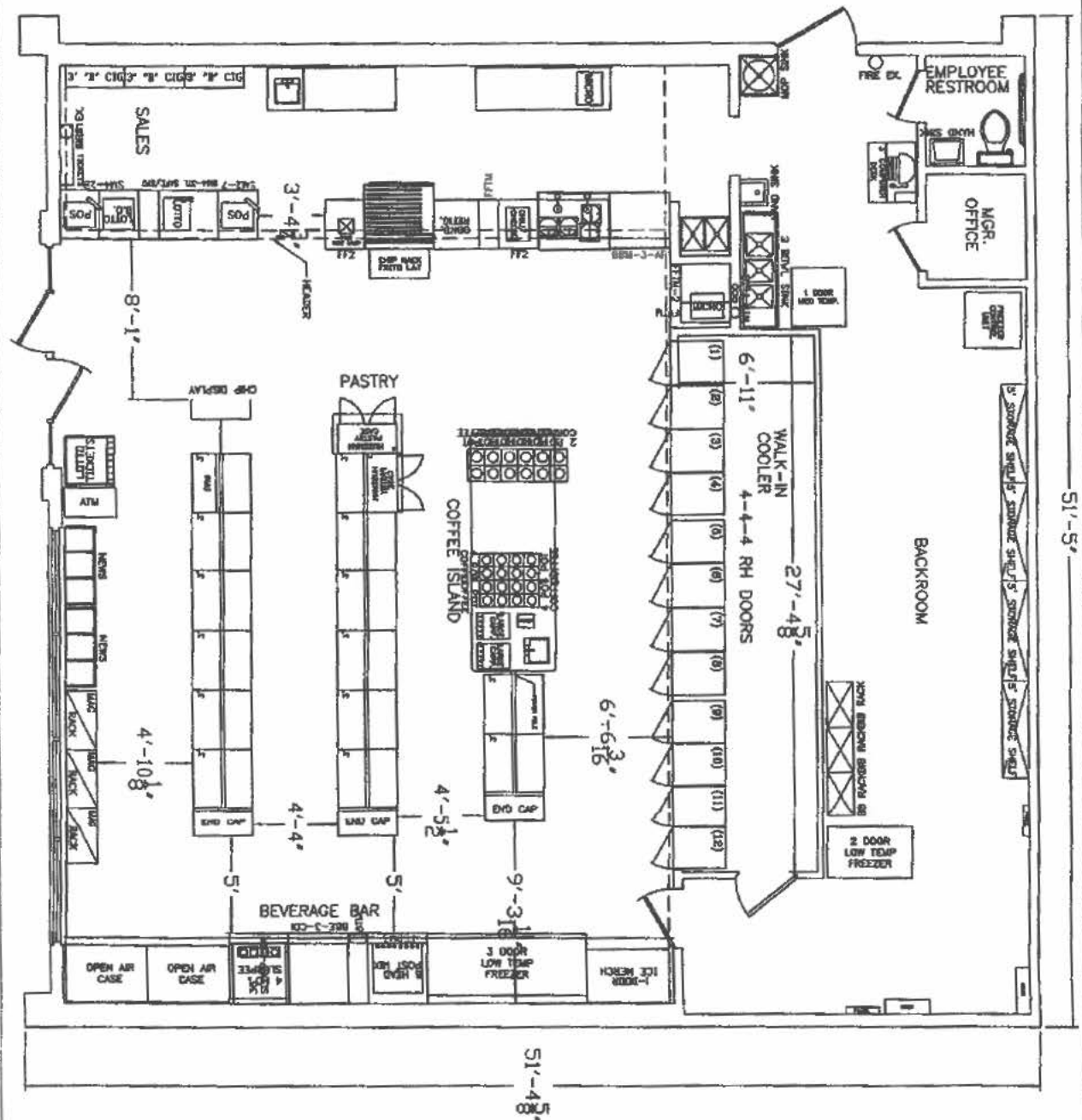
7-ELEVEN  
 STORE # 33831  
 1705 W. MAIN STREET  
 ST. CHARLES TWP, IL 60174-1631

185'-3"  
 184'-2"  
 32'-10"  
 29'-4"  
 51'-5"  
 9'-5"  
 28'-9"  
 17TH STREET  
 W. MAIN STREET  
 STREET LIGHT

DISCLAIMER  
 THE INFORMATION CONTAINED  
 HEREIN IS FOR GENERAL  
 INFORMATION ONLY AND DOES NOT  
 CONSTITUTE AN OFFER OF ANY  
 FINANCIAL PRODUCT OR SERVICE.

7-ELEVEN STORE # 33831  
 1705 W. MAIN STREET  
 ST. CHARLES TWP, IL 60174-1631

DISCLAIMER  
 THIS IS NOT A LEGAL DOCUMENT  
 IT IS FOR INFORMATION PURPOSES ONLY  
 CONSULT YOUR ATTORNEY



7-ELEVEN  
 STORE # 33831  
 1705 W. MAIN STREET  
 ST. CHARLES TWP, IL. 60174-1631

33831FP  
 1 of 1  
 4/18/2008  
 3/16=1'-0"  
 LCV  
 DH  
 ROTSTON

Terabyte Group Inc. D/B/A 7-Eleven #33831B

1705 W. Main St., St. Charles, IL 60174

- Open 24 Hours/ 7 days a week
- 6-8 Employees
- No live music will be played
- No outdoor seating
- Convenience store engaged in the sale of retail goods for individual and household use and consumption. This store offers the following:
  - Groceries
  - Household Items
  - Dry Goods
  - Prepared take- out foods (hot and cold) intended for consumption off premises
  - Tobacco
  - Lottery
  - Packaged Goods Liquor (off premise consumption)

Copy of menu attached



# 7-Eleven Store Menu

Note: All animal proteins\* are fully pre-cooked under verified HACCP plans in federally inspected production facilities.

\*Does not include stores with the Laredo Taco Company or Roost Programs

## Basic 7-Eleven Store

- Fresh and Fast Foods
- Refrigerated sandwiches – up to 3-day shelf life
- Freeze to thaw sandwiches, burritos, Hot Pockets, burgers and sandwiches – up to 14-days shelf life
- Whole and cut fruits – up to 9-days shelf life
- Green Salads – up to 7-days shelf life
- Pasta/potato salads – up to 14-days shelf life
- Fresh donuts and pastries – 24-hour shelf life
- Fresh packaged bakery items – up to 14-day shelf
- Pre-cooked (re-heated at store level) breakfast sandwiches – up to 2-hours shelf life held  $\geq 140^{\circ}\text{F}$
- Pre-cooked (re-heated at store level) chicken tenders, chicken wings, tacos, meat patties empanadas - heated  $\geq 140^{\circ}\text{F}$  with a shelf life up to 4-hours held  $\geq 140^{\circ}\text{F}$
- Pre-cooked (re-heated and assembled at store level) products i.e. Chicken sandwiches, Beef Burgers and Breakfast Sandwiches
- Shelf stable sauces, decanted, held at ambient temperatures up to 72-hours
- Re-thermalized par-cooked potato products, cheese sticks and pizzas – heated  $\geq 165^{\circ}\text{F}$  with a shelf life of up to 2 hours held  $\geq 140^{\circ}\text{F}$ .
- Pre-cooked (re-heated at store level) hot dogs, corn dogs, Taquitos and egg rolls – up to 4-hour shelf life  $\geq 140^{\circ}\text{F}$
- Pre-cooked (re-heated at store level) chili and cheese sauces – up to 48-hour shelf life held  $\geq 140^{\circ}\text{F}$
- Nachos
- Fresh and processed condiments (held  $\leq 40^{\circ}\text{F}$ )
  - Onions
  - Tomatoes
  - Pico di Gallo
  - Lettuce
  - Pickled products i.e. relish, jalapenos and sauerkraut
  - Fresh and/or bottled salsa

## Beverages – Self Serve

- Assorted brewed coffees and teas
- Assorted powder based hot chocolates and cappuccinos
- Assorted iced coffees
- Wide assortment of fountain beverages
- Wide assortment of Slurpee (frozen carbonated beverages)
- Iced Tea

## Grocery and Pre-packaged foods

- Large assortment of packaged grocery items:
- Cereals
- Canned goods
- Condiments
- Crackers
- Fresh Breads
- Ice Cream (take home and novelty)

- Frozen Meals
- Snacks
- Chips
- Dried Meat Jerky
- Nuts/seeds
- Confectionary
- Chocolate
- Non-chocolate
- Gums
- Hard Candies
- Novelty

## Cold Vault

- Canned/bottled Soda
- Juices
- Energy Drinks
- Bottled Water
- Alcoholic Beverages
- Beer
- Wine
- Hard liquor (some stores with a limited selection)
- Fresh Dairy
- Fluid dairy
- Yogurt
- Butter
- Eggs
- Refrigerated Food Products
- Packaged Deli Meats and cheeses

## Non – Food Items

- Cigarettes and tobacco
- Large assortment of health and beauty items
- Cleaning products
- Auto products
- Motor Oil
- Antifreeze
- Various auto fluids
- Home use paper products
- Stationary
- Film & batteries
- Cell phones/accessories

## Bake In Store – (Some Stores – Refer to Plan)

- Basic Menu: Cookies, croissants and Danish – baked from frozen pucks
- Shelf life: up to 24 hours displayed unpackaged; up to 3-days displayed packaged and labeled
- Select stores will offer a limited breakfast menu
- Breakfast Sandwiches, (in-store cooked eggs, par-cooked and fully pre-cooked meats, cheeses and breads), par-cooked hashbrowns
- Shelf life: up to 2 hours held  $\geq 140^{\circ}\text{F}$ . Products will be discarded at the end of the held hot shelf life.
- The menu type will be identified in the Plan Review application.

## Recommended Suppliers

Product assortment list may vary from store to store and area by area.

Refer to the plans submitted for specific store/program details

02.01.2020



## ACKNOWLEDGEMENT OF ALCOHOL TAX

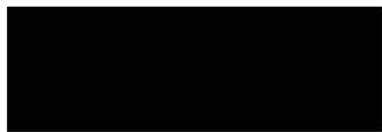
By signing below, I acknowledge that I have received the updated information on the City's alcohol tax. I understand that it is my responsibility to collect said tax on any alcohol sales effective immediately. It is also my responsibility to remit said taxes to the City by the due dates specified in the alcohol tax ordinance. I understand that any violation of the alcohol tax ordinance can result in the imposition of fines, penalties, or sanctions including suspension or revocation of the liquor license granted by the City of St. Charles. **The tax rate on alcohol sales will be changed to 3% of the purchase price effective September 1, 2018. Please apply the tax at a rate of 3% on all alcohol sales at your establishment beginning on September 1, 2018.**

Name Sukhdev Singh

Title Owner/franchisee

Business Name Terabyte Group Inc. d/b/a 7-Eleven #33831B

Address 1705 W. Main St. St. Charles IL 60174



Signature

Date

04/26/24

Please return the signed acknowledgement form to the City of St. Charles Administration Office .



CITY OF  
ST. CHARLES  
ILLINOIS • 1834

**AGENDA ITEM EXECUTIVE SUMMARY**

**Agenda Item Number: 6b**

**Title:** Proposal for a Resolution for Main St (Route 64) closure for an Insomnia Productions Movie Production

**Presenter:** Police Chief Keegan

**Meeting:** Government Operations Committee

**Date:** June 17, 2024

Proposed Cost: \$ 121,015.96 (PD)

Budgeted Amount: \$

Not Budgeted:

**Executive Summary** *(if not budgeted please explain):*

Movie production by Insomnia Productions has requested permission for Main St. (IL Rt. 64) closures. This will take place from Tuesday, October 15<sup>th</sup>, 2024 through Friday, October 18<sup>th</sup>, 2024.

There are multiple other approvals that will be brought before city council for this production in the future. However, this approval will be needed immediately due to IDOT’s application requirements.

Production will take place on October 15<sup>th</sup> from 4pm to 5am, and then 5pm to 5am over the following days. Please see the attached listing of road closures and detour routes requested throughout the production schedule.

The production company is planning to work with the Illinois Department of Transportation (IDOT) on requested road closures of Main Street between 7<sup>th</sup> St. and 5<sup>th</sup> Ave. The sidewalks will remain accessible for pedestrians during the road closures. Closures are subject to IDOT approval.

Public Works has advised that the signage and barricade request would be outsourced to a private company.

The Police Department will staff various intersections throughout the closure as well as the detour route for pedestrian and traffic control. The proposed cost relates only to the personnel needed for the Police Department’s staffing for road closures and does not include any other city costs.

The production company has no electric needs and will be providing their own generators.

Members of the production company will visit each business that may potentially be impacted by this production to inform them of the project. There are no requests to have any businesses closed during the filming.

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

Listing and maps of requested road closures; Resolution

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

Seeking direction from council on resolution in order to forward to IDOT for approval.

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

**A Resolution Requesting the Closure of Routes 64 and 31 for a Movie Production**

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

WHEREAS, Insomnia Productions is producing portions of a movie in the City of St. Charles, and;

WHEREAS, this Production will require the temporary closure of Main Street (Route 64) and Second Street (Route 31) state highways in the City of St. Charles, 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 state highways for such public purposes or needs as parades and local celebrations;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Charles that permission to intermittently close Main Street (Route 64) and Second Street (Route 31) from Tuesday, October 15<sup>th</sup>, 2024 through Friday, October 18<sup>th</sup>, 2024 at various times throughout each day 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 time specified shall be detoured over the following routes:

For westbound on Route 64: south on 5<sup>th</sup> Avenue (Route 25) to Illinois Avenue, west to 7<sup>th</sup> Street, north on 7<sup>th</sup> St. to return to westbound Route 64. For southbound on Route 31: west on State St. from Route 31 to 7<sup>th</sup> Street, south on 7<sup>th</sup> Street to Illinois St., east on Illinois Street to southbound Route 31. For eastbound Route 64 and northbound Route 31, use the reverse route.

BE IT FURTHER RESOLVED that if such permission is granted by the Department of Transportation, the City of St. Charles 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.

Resolution No. \_\_\_\_\_

Page 2

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 St. Charles, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

PASSED by the City Council of the City of St. Charles, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

APPROVED by the Mayor of the City of St. Charles, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Lora Vitek, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

COUNCIL VOTE:

Ayes:

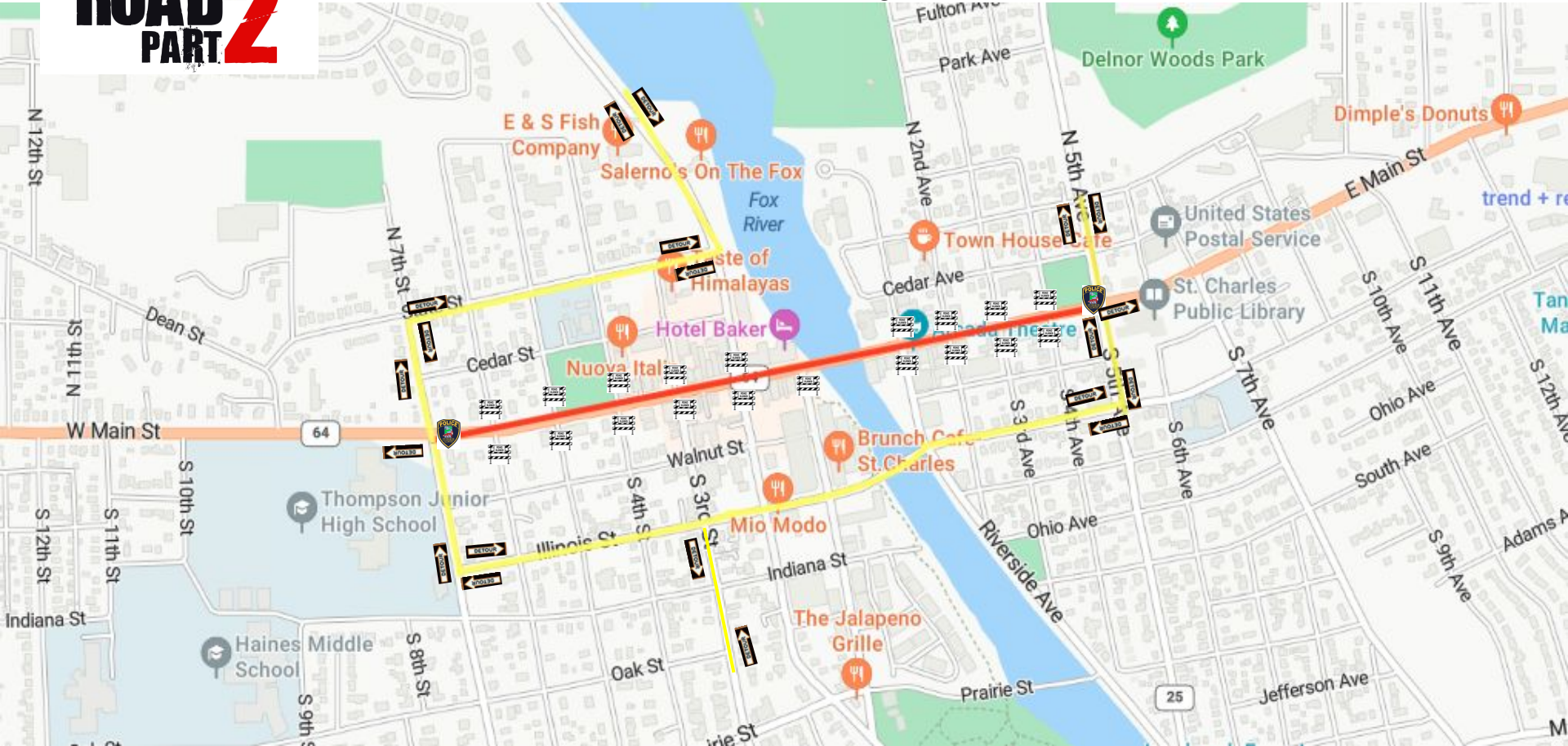
Nays:

Absent:

Abstain:

# MUNGER ROAD 2 PART 2

## Route 64 Closure - 7th St - 5th Ave DAY 1 - TUESDAY, OCTOBER 15TH, 2024 TIME: 4PM - 5AM





# Detour Routes

## Westbound Traffic:

S on 5th Ave » Illinois Ave » W on Illinois Ave » N on 7th to get back on Rt 64

## Southbound Traffic:

W on State St » S on 7th St » E on Illinois St » S on 2nd St to get back RT 31

## Eastbound Traffic:

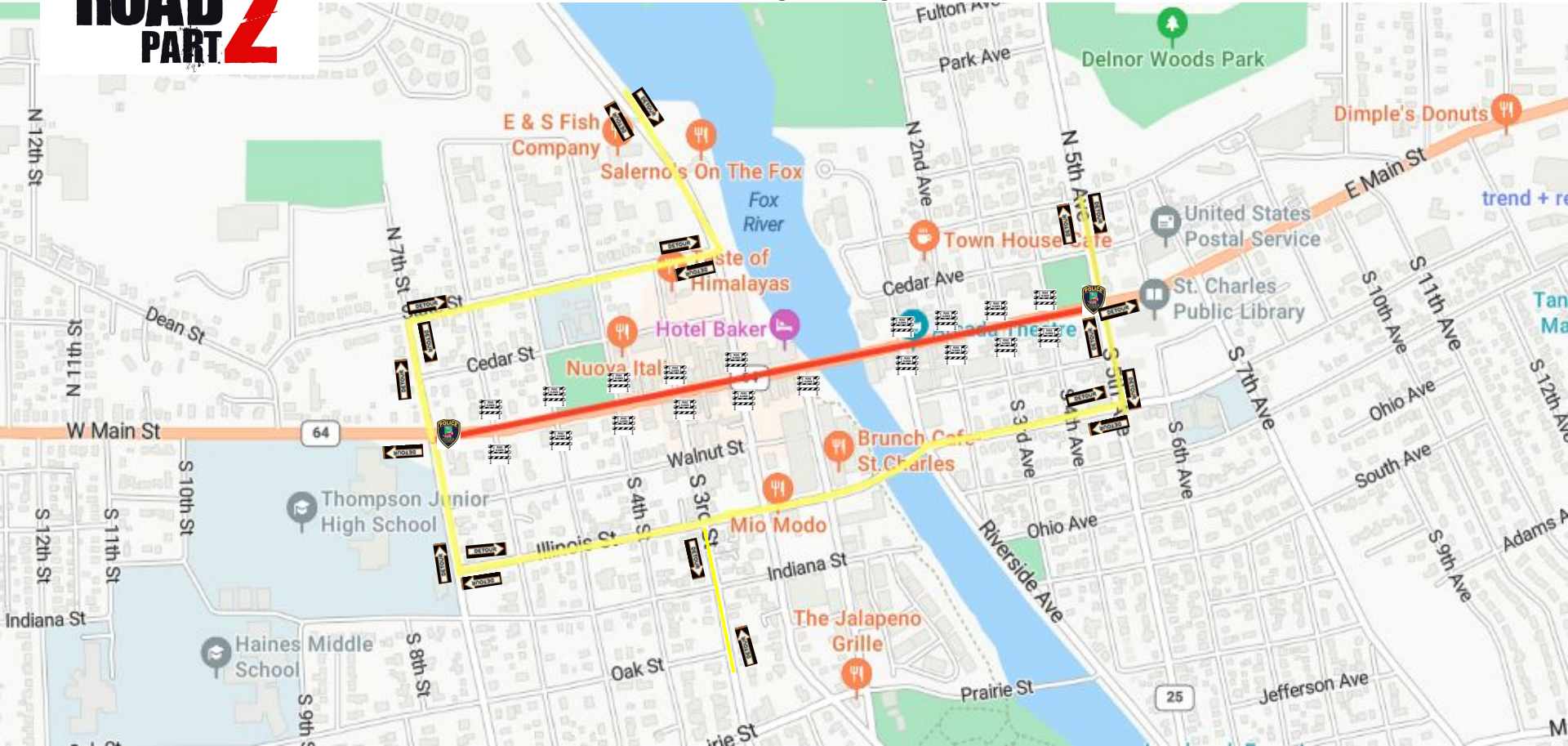
E on 64 » S on 7th St » E on Illinois St » N on 5th Ave

## Northbound Traffic:

W on Illinois St » N on 7th St » E on State St » N on 31

# MUNGER ROAD 2 PART 2

## Route 64 Closure - 7th St - 5th Ave DAY 2 - WEDNESDAY, OCTOBER 16TH, 2024 TIME: 5PM - 5AM





# Detour Routes

## **Westbound Traffic:**

S on 5th Ave » Illinois Ave » W on Illinois Ave » N on 7th to get back on Rt 64

## **Southbound Traffic:**

W on State St » S on 7th St » E on Illinois St » S on 2nd St to get back RT 31)

## **Eastbound Traffic:**

E on 64 » S on 7th St » E on Illinois St » N on 5th Ave

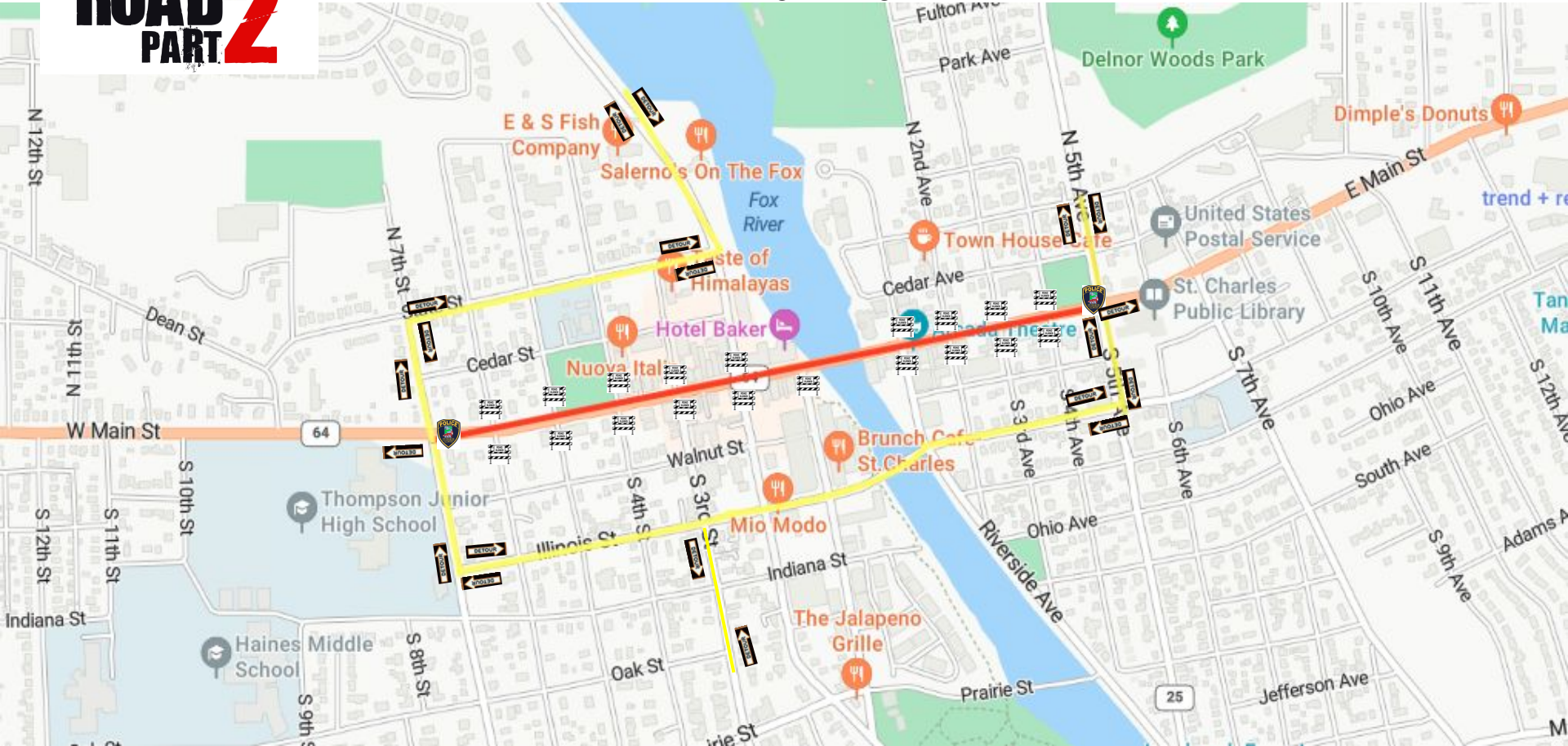
## **Northbound Traffic:**

W on Illinois St » N on 7th St » E on State St » N on 31



# MUNGER ROAD 2 PART 2

## Route 64 Closure - 7th St - 5th Ave DAY 3 - THURSDAY, OCTOBER 17TH, 2024 TIME: 5PM - 5AM





# Detour Routes

## **Westbound Traffic:**

S on 5th Ave » Illinois Ave » W on Illinois Ave » N on 7th to get back on Rt 64

## **Southbound Traffic:**

W on State St » S on 7th St » E on Illinois St » S on 2nd St to get back RT 31)

## **Eastbound Traffic:**

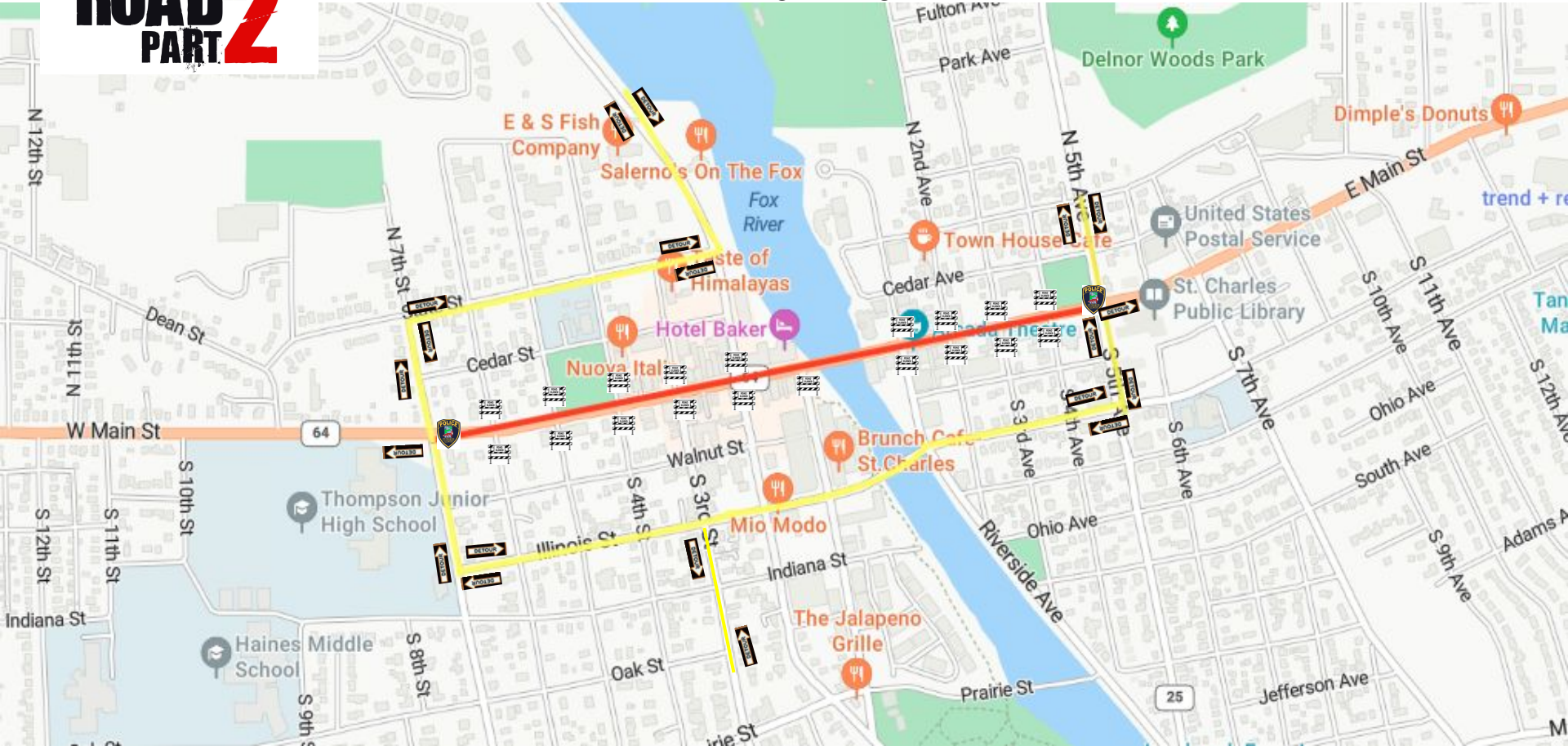
E on 64 » S on 7th St » E on Illinois St » N on 5th Ave

## **Northbound Traffic:**

W on Illinois St » N on 7th St » E on State St » N on 31

# MUNGER ROAD 2 PART 2

## Route 64 Closure - 7th St - 5th Ave DAY 4 - FRIDAY, OCTOBER 18TH, 2024 TIME: 5PM - 5AM





# Detour Routes

## Westbound Traffic:

S on 5th Ave » Illinois Ave » W on Illinois Ave » N on 7th to get back on Rt 64

## Southbound Traffic:


W on State St » S on 7th St » E on Illinois St » S on 2nd St to get back RT 31)

## Eastbound Traffic:

E on 64 » S on 7th St » E on Illinois St » N on 5th Ave

## Northbound Traffic:

W on Illinois St » N on 7th St » E on State St » N on 31

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 7a
	Title:	<b>Resolution authorizing the purchase of Okta software subscriptions and support from Carahsoft Technology Corporation for \$27,336.</b>	
Presenter:	<b>Larry Gunderson, Director of Information Systems</b>		
<b>Meeting:</b> Government Operations Committee		<b>Date:</b> June 17, 2024	
<b>Proposed Cost:</b> \$27,336	<b>Budgeted Amount:</b> \$26,000	<b>Not Budgeted:</b> <input type="checkbox"/>	
<b>TIF District:</b> None			
<p><b>Executive Summary:</b>  Identity and Access Management software is an information security technology that enables appropriate access to technology resources across disparate technology environments. The City uses Okta Identity and Access Management software to provide secure access to cloud-based technology for City staff, as well as to enable a consistent, centralized process for managing user accounts across multiple technology platforms. To meet these needs, Okta software was first implemented in FY 2023.</p> <p>Okta software is purchased as an annual license subscription. The purchase of the software license subscription is from Carahsoft Technology Corporation through a national cooperative purchasing program called NASPO ValuePoint. NASPO ValuePoint is the cooperative purchasing arm of the National Association of State Procurement Officials, and the ValuePoint Master Agreement may be used by all governmental units of the State of Illinois.</p>			
<p><b>Attachments (please list):</b>  Resolution, Bid Waiver Form</p>			
<p><b>Recommendation/Suggested Action (briefly explain):</b>  Recommend approval of a resolution authorizing the purchase of Okta software subscriptions and support from Carahsoft Technology Corporation for \$27,336.</p>			

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

**A Resolution Authorizing the Purchase of Annual Software License  
Subscriptions and Support for Okta software from Carahsoft Technology  
Corporation in the submitted amount**

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

WHEREAS, since 2022 the City has utilized Okta Identity and Access Management software to provide secure access to cloud-based technology for City staff, as well as to enable a consistent, centralized process for managing user accounts across multiple technology platforms;

WHEREAS, the Information Systems Department solicited a request for quote for annual software subscriptions and support for Okta;

WHEREAS, Carahsoft Technology Corporation submitted pricing for Okta software subscriptions and support through NASPO ValuePoint, a national government purchasing cooperative that may be used by all governmental units of the State of Illinois;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, an Agreement be approved with Carahsoft Technology Corporation in the submitted amount.

PRESENTED to the City Council of the City of St. Charles, Illinois, this \_\_ day of \_\_\_\_\_, 2024

PASSED by the City Council of the City of St. Charles, Illinois, this \_\_ day of \_\_\_\_\_, 2024

APPROVED by the Mayor of the City of St. Charles, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Lora Vitek, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



**Bid Waiver One Time Today through \_\_\_\_\_**

Description: \_\_\_\_\_

Requested Vendor: \_\_\_\_\_

Requested By: \_\_\_\_\_ Date: \_\_\_\_\_

Approval: \_\_\_\_\_

Department Head

Signature

Bid Waivers are required when there are unique circumstances related to a proposed procurement that has not been competitively solicited.

1. This procurement is valued at \$\_\_\_\_\_ for this one-time order, and/or \$\_\_\_\_\_ for a 12-month period.
2. This good/service has been competitively solicited within the past 24 months. YES NO  
If Yes, Was the solicitation published on the city website? YES NO

**3. Justification for Bid Waiver:**

**Emergency** i.e. declared by the Mayor and applicable to EOC/FEMA procedures.

**Urgent** i.e. required to resolve an unanticipated problem that, if not resolved within 48 hours, may cause undue risk to individuals and/or extensive damage to property.

Need for these goods/services were **not anticipated and procurement through normal channels would take too long.**

A responsible **contractor was on site** performing a related repair, and based on professional judgement; it was prudent to request this service/repair from said contractor.

These goods are replacement parts for a **warrantied item, and the warranty is still in place**, and purchase of a non-brand item will jeopardize warranty.

These goods/services are **inherently related to, and an ongoing part of**, other goods/services previously provided by the Provider.


These goods utilize a **proprietary, patent, trademark, or customized programming** resulting in lack of competition.

These goods are **standardized** for operational safety and efficiency.

These goods are only available through the provider's **local distribution** channels.

These goods/services were purchased through a **Cooperative Purchasing Agreement.** \_\_\_\_\_

**Other:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 8a
	Title:	<b>Recommendation to Approve a Resolution Authorizing the Purchase of Fire Station Alerting Equipment for the Fire Department that is Budgeted in this FY.</b>	
Presenter:	<b>Anthony Cavallo, Deputy Fire Chief</b>		
<b>Meeting:</b> Government Operations		<b>Date:</b> June 17, 2024	
<b>Proposed Cost:</b> \$ 142,061.29		<b>Budgeted Amount:</b> \$158,000.	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> Choose an item.			
<p><b>Executive Summary</b> (if not budgeted, please explain):</p> <p>The fire department, in coordination with Tri-Com Central Dispatch, work to maintain functional, effective, and redundant fire station notification systems. This assures effective and efficient fire department notification and response for emergency incidents within the community.</p> <p>The current system in each of the three fire stations has been in service for nearly a decade and some components even longer. The technology currently in use is outdated and unsupported. Therefore, should there be any maintenance or repairs needed, this would result in a failure of the notification systems. Tri-Com Central dispatch is currently completing the system upgrade at the dispatch center level.</p> <p>This purchase and installation of the Phoenix G2 fire station alerting system will provide an upgrade and dependability at the fire station level with current modern technology. The system will provide integration with the systems utilized at Tri-Com Central Dispatch and other area fire departments. The system will also provide redundancy to assure notification should the primary method be interrupted. This system includes current station alerting technology and will have technology support on both the hardware and software components for many years to come.</p> <p>The fire department requests approval of the needed technology and systems modernization upgrade to maintain the high-level of public safety services we provide to the community.</p> <p>Staff is further seeking approval to authorize the sale and/or disposal of current equipment that is being replaced.</p>			
<p><b>Attachments</b> (please list): Resolution, Station Alerting Quote and Equipment list</p>			
<p><b>Recommendation/Suggested Action</b> (briefly explain): Recommendation to approve resolution to authorize the purchase of station alerting equipment and installation in all stations.</p>			



**City of St. Charles, Illinois**  
**Resolution No. 2024 - \_\_\_\_\_**

**A Resolution Authorizing the Purchase and Installation of the Phoenix  
G2, Fire Station Alerting System**

**Presented & Passed by the  
City Council on July 1, 2024**

WHEREAS, the City staff has continued to work to identify and purchase needed replacement systems and technology for public safety purposes to maintain a high-level of public safety services.

WHEREAS, the current fire station alerting systems in all fire stations is outdated and unsupported causing operational concerns.

WHEREAS, the purchase and installation of the Phoenix G2 fire station alerting system will provide an upgrade and dependability at the fire station level with modern technology and this system will be compatible with the dispatch center and other area fire departments.

WHEREAS, the Phoenix G2 Fire Station Alerting System has been identified as the best system for fire department operational needs and will provide hardware and software technology capabilities with upgradable potential to provide reliable service for the next decade.

NOW THEREFORE, be it resolved by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, to authorize the purchase and installation of the needed Phoenix G2 Fire Station Alerting Systems in the amount of \$142,061.29.

PRESENTED to the City Council of the City of St. Charles, Illinois, this \_\_\_\_ day of \_\_\_\_\_ 2024.

PASSED by the City Council of the City of St. Charles, Illinois, this \_\_\_\_ day of \_\_\_\_\_ 2024.

APPROVED by the Mayor of the City of St. Charles, Illinois, this \_\_\_\_ day of \_\_\_\_\_ 2024.

---

Lora A. Vitek, Mayor

Resolution No. \_\_\_\_\_

Page 2

ATTEST:

---

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



US DIGITAL DESIGNS  
by Honeywell

# US DIGITAL DESIGNS

Tempe, Arizona USA

Phoenix G2 - Automated Fire Station Alerting

Quotation to:

City of St. Charles, Illinois  
Saint Charles Fire Department

Project:

## G2 Fire Station Alerting System

Three (3) Station Systems

Proposal number:

IL\_STCH003

Revision #

2

Pricing protected pursuant to the Master Price Agreement entered into between League of Oregon Cities (LOC) and USDD, and made available to members of the National Purchasing Partners, LLC, dba Public Safety GPO, dba Law Enforcement GPO, and dba NPPgov - Contract #PS20350. More information is available at: <https://nppgov.com/contract/us-digital-designs>.

**Saint Charles Fire Department is Already Member # M-5700379**

Quote Date:

**29-Apr-2024**

Quote Expires:

**28-Jul-2024**

INSTALLATION BY:

**Installation not Included nor Assumed by USDD  
Must be completed by a G2 Trained & Certified Installer**

By:

**Chris Hicks**

*Regional Territory Manager - Midwest*

**US Digital Designs, Inc.**

1835 E Sixth St #27

Tempe, AZ 85281

(319) 340-0648 mobile

[christopher.hicks@honeywell.com](mailto:christopher.hicks@honeywell.com)

[This Proposal is subject to corrections due to Errors or Omissions]

# US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27  
 Tempe, Arizona 85281  
 877-551-8733 tel 480-290-7892 fax

# QUOTE

DATE: 4/29/2024  
 Expires: 7/26/2024

Quote SUBMITTED TO:  
 City of St. Charles, Illinois  
 Saint Charles Fire Department

REF PROPOSAL  
**IL\_STCH003 v2**

## STATION-LEVEL

### STATION 01

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.IL\_STCH.FS01.FSA.2023.01.27.pdf

STATION SYSTEM LICENSES									
Item	Unit	Mtr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,102.50	\$ 992.25	\$ 992.25	
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 124.50	\$ 112.05		N/A - Included

STATION SYSTEM CONTROLLER									
Item	Unit	Mtr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1	Klt	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25	
SC3a	Klt	USDD	1	Rack Mount Ears for ATX or EXP	ATX-E	\$ 74.00	\$ 66.60	\$ 66.60	
SC4a	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 988.00	\$ 889.20	\$ 889.20	
SC4b	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 75.00	\$ 67.50	\$ 67.50	

STATION SYSTEM PERIPHERAL COMPONENTS									
Item	Unit	Mtr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP1a	Ea	TBD	1	Audio Amplifier, External, Standard	AMP	\$ 1,135.50	\$ 1,021.95	\$ 1,021.95	
SP1b	Ea	TBD	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 91.20	\$ 82.08	\$ 82.08	
SP2	Ea	USDD	1	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 949.00	\$ 854.10	\$ 854.10	
SP6	Ea	USDD	1	Push Button, Emergency (Red)	PB-R	\$ 126.50	\$ 113.85	\$ 113.85	
SP7	Ea	USDD	2	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,525.00	\$ 1,372.50	\$ 2,745.00	
SP8a	Ea	USDD	2	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 1,006.50	\$ 905.85	\$ 1,811.70	
SP8b	Ea	USDD	2	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,280.00	\$ 1,134.00	\$ 2,268.00	
SP9b	Ea	USDD	2	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 75.00	\$ 67.50	\$ 135.00	
SP9d	Ea	TBD	2	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 390.00	\$ 351.00	\$ 702.00	
SP12a	Ea	USDD	2	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - Includes Cable Hanging Kit (requires MR2 for power/signal/control)	SPK-OAS	\$ 1,050.00	\$ 945.00	\$ 1,890.00	
SP13a	Ea	USDD	2	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 121.00	\$ 108.90	\$ 217.80	
SP14	Ea	USDD	4	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 373.75	\$ 336.38	\$ 1,345.50	
SP15	Ea	USDD	3	G2 Strobe Light / Red LED	STR	\$ 661.50	\$ 595.35	\$ 1,786.05	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,950.41	\$ 2,655.37	\$ 2,655.37	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,264.46	\$ 1,138.01	\$ 1,138.01	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 632.23	\$ 569.01	\$ 569.01	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 63.22	\$ 56.90	\$ 56.90	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 4,214.87	\$ 3,793.38	\$ 5690.0745 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 4,214.87	\$ 3,793.38	\$ -	

STATION 01			
System:		\$	42,353.12
Shipping:		\$	804.00
Warranty & Support:		\$	-
Miscellaneous (if applicable)		\$	-
<b>STATION SUBTOTAL:</b>		\$	<b>43,157.12</b>
All Miscellaneous		\$	-
<b>STATIONS SUBTOTAL:</b>		\$	<b>43,157.12</b>

**Warranty & Support Notes:**

Customer must elect to purchase any coverage they require beyond their warranty period. USDD will not be authorized to provide any service or support. Mobile Speed Phone, Alerting App and Messaging Services only available to customer while under warranty or elected recurring annual support. Standard Business subject

**Station System Installation Notes:**

- 01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
- 02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
- 04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
- 05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
- 09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null and void and of no further effect.

# US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27  
 Tempe, Arizona 85281  
 877-551-8733 tel 480-290-7892 fax

# QUOTE

DATE: 4/29/2024  
 Expires: 7/28/2024

Quote SUBMITTED TO:  
 City of St. Charles, Illinois  
 Saint Charles Fire Department

REF PROPOSAL  
**IL\_STCH003 v2** STATION-LEVEL

## STATION 02

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.IL\_STCH.FS01.FSA.2023.01.27.pdf

STATION SYSTEM LICENSES								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,102.50	\$ 992.25	\$ 992.25
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 124.50	\$ 112.05	N/A - Included

STATION SYSTEM CONTROLLER								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25
SC3a	Kit	USDD	1	Rack Mount Ears for ATX or EXP	ATX-E	\$ 74.00	\$ 66.60	\$ 66.60
SC4a	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 988.00	\$ 889.20	\$ 889.20
SC4b	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 75.00	\$ 67.50	\$ 67.50

STATION SYSTEM PERIPHERAL COMPONENTS								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SP6	Ea	USDD	1	Push Button, Emergency (Red)	PB-R	\$ 126.50	\$ 113.85	\$ 113.85
SP7	Ea	USDD	1	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,525.00	\$ 1,372.50	\$ 1,372.50
SP8a	Ea	USDD	1	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 1,006.50	\$ 905.85	\$ 905.85
SP8b	Ea	USDD	1	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,260.00	\$ 1,134.00	\$ 1,134.00
SP9b	Ea	USDD	1	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 75.00	\$ 67.50	\$ 67.50
SP9d	Ea	TBD	1	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 390.00	\$ 351.00	\$ 351.00
SP12a	Ea	USDD	1	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (requires MR2 for power/signal/control)	SPK-OAS	\$ 1,050.00	\$ 945.00	\$ 945.00

STATION SYSTEM SERVICES								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,168.15	\$ 1,949.54	\$ 1,949.54
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 928.35	\$ 835.52	\$ 835.52
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 464.18	\$ 417.76	\$ 417.76
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 46.42	\$ 41.78	\$ 41.78
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 3,094.50	\$ 2,785.05	4177.575 but No Charge For Initial Warranty Period / Not included in Subtotals
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 3,094.50	\$ 2,785.05	\$ -

STATION 02	
System:	\$ 31,095.08
Shipping:	\$ 477.00
Warranty & Support:	\$ -
Miscellaneous (if applicable)	\$ -
<b>STATION SUBTOTAL:</b>	<b>\$ 31,572.08</b>
All Miscellaneous	\$ -
<b>STATIONS SUBTOTAL:</b>	<b>\$ 31,572.08</b>



**Warranty & Support Notes:**

Customer must understand coverage they require beyond initial warranty period, or USDD will not be authorized to provide any warranty or support. Mobile Smart Phone, Aladdin App and Monitor Services only available to customer while under warranty or elected recurring annual support. Support

**Station System Installation Notes:**

- 01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
- 02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
- 04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
- 05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
- 09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 - USDD cannot warrant nor support any owner furnished (OFR) any system or component we are required to integrate with. USDD cannot warrant nor support any system or component if has not received engineering for use that not specifically authorized for use within public safety environments. Any use of mission-critical mission, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect.

# US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27  
 Tempe, Arizona 85281  
 877-551-6733 tel 480-290-7892 fax

# QUOTE

DATE: 4/29/2024  
 Expires: 7/28/2024

Quote SUBMITTED TO:  
 City of St. Charles, Illinois  
 Saint Charles Fire Department

REF PROPOSAL  
**IL\_STCH003 v2**

## STATION-LEVEL

### STATION 03

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.IL\_STCH.FS01.FSA.2023.01.27.pdf

STATION SYSTEM LICENSES								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,102.50	\$ 992.25	\$ 992.25
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 124.50	\$ 112.05	N/A - Included

STATION SYSTEM CONTROLLER								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25
SC3a	Kit	USDD	1	Rack Mount Ears for ATX or EXP	ATX-E	\$ 74.00	\$ 66.60	\$ 66.60
SC4a	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 988.00	\$ 889.20	\$ 889.20
SC4b	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 75.00	\$ 67.50	\$ 67.50

STATION SYSTEM PERIPHERAL COMPONENTS								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SP6	Ea	USDD	1	Push Button, Emergency (Red)	PB-R	\$ 126.50	\$ 113.85	\$ 113.85
SP7	Ea	USDD	1	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,525.00	\$ 1,372.50	\$ 1,372.50
SP8a	Ea	USDD	1	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 1,006.50	\$ 905.85	\$ 905.85
SP8b	Ea	USDD	1	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,260.00	\$ 1,134.00	\$ 1,134.00
SP9b	Ea	USDD	1	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 75.00	\$ 67.50	\$ 67.50
SP9d	Ea	TBD	1	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 390.00	\$ 351.00	\$ 351.00
SP12a	Ea	USDD	1	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - Includes Cable Hanging Kit (requires MR2 for power/signal/control)	SPK-OAS	\$ 1,050.00	\$ 945.00	\$ 945.00

STATION SYSTEM SERVICES								
Item	Unit	Mtr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,166.15	\$ 1,949.54	\$ 1,949.54
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 928.35	\$ 835.52	\$ 835.52
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 464.18	\$ 417.76	\$ 417.76
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 46.42	\$ 41.78	\$ 41.78
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT								
Item	Unit	Mtr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 3,094.50	\$ 2,785.05	4177.575 but No Charge For Initial Warranty Period / Not included in Subtotals
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 3,094.50	\$ 2,785.05	\$ -

STATION 03	
System:	\$ 31,095.08
Shipping:	\$ 477.00
Warranty & Support:	\$ -
Miscellaneous (if applicable)	\$ -
<b>STATION SUBTOTAL:</b>	<b>\$ 31,572.08</b>
All Miscellaneous	\$ -
<b>STATIONS SUBTOTAL:</b>	<b>\$ 31,572.08</b>

**Warranty & Support Notes:**

Customer must elect to purchase any coverage they require beyond initial warranty period, or Order will not be adequate to provide any service or support. Mobile Smart Phone, Alexa, App and Mapping Services only available to customers while under warranty or elected recurring annual support. Support

**Station System Installation Notes:**

- 01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
- 02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
- 04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
- 05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
- 09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.

USDD cannot warrant nor support any owner furnished (non-party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not prototyped, engineered for and has not specifically authorized for use within public safety environments. Any misuse, unauthorized modification, improper installation, excessive stock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect.

# US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27  
 Tempe, Arizona 85281  
 877-551-8733 tel 480-290-7892 fax

# QUOTE

DATE: 4/29/2024  
 Expires: 7/28/2024

Quote SUBMITTED TO:  
 City of St. Charles, Illinois  
 Saint Charles Fire Department

REF PROPOSAL  
 IL STCH003 v2

## Section Totals

<b>SECTION TOTALS</b>	
[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]	
<b>STATION-LEVEL SUBTOTAL</b>	
	<b>106,301.29</b>
<b>Includes:</b>	STATION 01 SYSTEM: 43,157.12
	STATION 01 WARRANTY & SUPPORT: -
	STATION 01 MISC.: -
<b>Includes:</b>	STATION 02 SYSTEM: 31,572.08
	STATION 02 WARRANTY & SUPPORT: -
	STATION 02 MISC.: -
<b>Includes:</b>	STATION 03 SYSTEM: 31,572.08
	STATION 03 WARRANTY & SUPPORT: -
	STATION 03 MISC.: -
<b>Notes:</b> Three (3) Station Systems currently included in this proposal, with installation to be completed by a G2 Trained & Certified Installation Contractor or USDD will be unable to provide warranty or support.	
<b>US Digital Designs System Total: \$ 106,301.29</b>	

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

(TBD By Customer) Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

## **TERMS AND CONDITIONS OF USDD PRODUCT SALES**

These U.S. Digital Designs, Inc. terms and conditions of sale ("Terms and Conditions") are effective March 1, 2022 (the "Terms and Conditions Effective Date"), and supersede all prior versions covering the sale of products and related services (collectively, "Products", as defined more specifically below) by U.S. Digital Designs, Inc. ("USDD"). References to "Customer", "you", or "your" all pertain to the purchaser of Products. These Terms and Conditions, together with any separate agreement you may have with USDD that specifically references these Terms and Conditions (collectively, the "Agreement") set forth the entire agreement between the parties relating to your purchase of USDD Products. The Agreement may only be modified by an authorized representative of each party in a signed writing.

**ORDERS.** Orders (including any revised and follow-on orders) (each, an "Order") for USDD Products are non-cancelable, except as expressly set forth herein, and will be governed by the terms of the Agreement. All Orders are subject to acceptance by USDD and shall include the following information: purchase order number; customer's legal name and billing address; Customer's shipping address; and a list of the Products and quantities for each different type of Product Customer wishes to order. USDD's acknowledgment of its receipt of an Order shall not constitute acceptance of such Order. An Order is deemed to be accepted upon the earlier of (i) USDD's written acceptance or (ii) shipment of the Products specified in the Order.

Any conflicting, additional, and/or different terms or conditions on Customer's Order or any other similar instrument are deemed to be material alterations and are rejected and not binding upon USDD. USDD's acceptance of Customer's Order is expressly conditioned upon Customer's assent to the terms and conditions contained herein in their entirety. Customer's acceptance of delivery from USDD constitutes Customer's acceptance of these terms and conditions in their entirety.

**REMITTANCES.** All invoices shall be due and payable upon receipt in United States currency, free of exchange or any other charges, or as otherwise agreed in writing by USDD.

**QUOTE PRICING.** This proposal expires 30 days after its date. Prices are subject to correction for error. Prices, terms, conditions, and Product or Service specifications are subject to change without notice. Pricing is subject to immediate change upon announcement of Product discontinuance.

### **PAYMENT.**

- 4.1. **Invoicing & Payment.** USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due thirty (30) days from the date of the invoice, unless prepayment is required in the quote. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, or the maximum amount allowed by law, and shall also be entitled to avail itself of any other legal or equitable remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys' fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.
- 4.2. **Payment Disputes.** Any disputes must be provided to USDD as soon as possible and must be accompanied by detailed supporting information. Disputes as to invoices are deemed waived fifteen (15) days following the invoice date. In the event that any portion of an invoice is undisputed, such undisputed amount must be paid by no later than the invoice due date.
- 4.3. **No Set Off.** Neither Customer nor any related entities (or representatives or agents thereof) shall attempt to set off or recoup any invoiced amounts or any portion thereof against other amounts that are due or may become due from USDD, its parent, affiliates, subsidiaries or other legal entities, business divisions, or units.
- 4.4. **Credit Card Payments.** All USDD quotes are developed for the Customer with the understanding the eventual purchase of the Products listed thereon would be facilitated using subject to USDD's standard Purchase Order and Invoice process. If Customer would rather seek to use a Credit Card for purchase, then said order would be subject to a 4% credit card surcharge.

### **SURCHARGES.**

- 5.1. In addition to any Product repricing under Section 8.2, USDD may, from time-to-time and in its sole discretion, issue surcharges on new and existing Orders in order to mitigate and/or recover increased operating costs arising out of or related to, without limitation: (a) foreign currency exchange variation, (b) increased cost of third-party content, labor and materials, (c) impact of government tariffs or other actions, and (d) any conditions that increase USDD's costs, including without limitation increased labor, freight, material or supply costs, or increased costs due to inflation (collectively, "Surcharges"). Such Surcharges will not be considered a "price increase" as contemplated hereunder and will be effective upon notice to Customer. For avoidance of doubt, Orders placed prior to the Terms and Conditions Effective Date which have not been delivered, including those on backlog or which requested delivery more than twelve (12) months from the date of Order, are subject to Surcharges.

- 5.2. USDD will invoice Customer, and Buyer agrees to pay for any Surcharges pursuant to the standard payment terms in these Terms and Conditions. If a dispute arises with respect to Surcharges and that dispute remains open for more than fifteen (15) days, USDD may, in its sole discretion, withhold performance or future shipments, or combine any other rights and remedies under this Agreement or permitted by law, until the dispute is resolved. The terms of this Section shall prevail in the event of inconsistency with any other terms in these Terms and Conditions. Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in these Terms and Conditions.

**CANCELLATION AND SUSPENSION.** Any Order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay USDD for all work in progress, all inventoried or ordered project parts and materials, and all other costs incurred by USDD related to the Order.

**TAXES.** USDD's pricing excludes all taxes (including but not limited to sales, use, excise, value-added, and other similar taxes), tariffs and duties (including, but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively "Taxes"). All Taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer, shall be the responsibility of and be invoiced to Customer, unless, at the time of Order placement, Customer furnishes USDD with a valid exemption certificate or other documentation sufficient to verify exemption from Taxes, including, but not limited to, a direct pay permit. Customer agrees to pay all such Taxes and further agrees to reimburse USDD for any such payments made by USDD.

**SHIPPING/DELIVERY/RISK OF LOSS.**

- 8.1. **Delivery Liability.** Delivery and shipment dates for Products are estimates only. Deliveries may be made in partial shipments. USDD and its affiliated entities are not liable, either directly or indirectly, for delays of carriers or delays in connection with any Force Majeure Event (as defined in Section 17 below), and the estimated delivery date shall be extended accordingly.
- 8.2. **Future Delivery and Repricing.** USDD will schedule delivery in accordance with its standard lead times unless the Order states a later delivery date or the parties otherwise agree in writing. USDD will accept Orders with a future ship date of up to eighteen (18) months from the date of the entry of the Order. Customer agrees that in the event an Order is scheduled to be delivered more than six (6) months from the date of the entry of the Order, USDD may, in its sole determination and at each six (6) month anniversary of the date of the entry of the Order, adjust the pricing of the Order to conform to the then-current prices of the USDD Products included in the Order. USDD will include any repricing in its final invoice related to the Order.
- 8.3. **Storage Fees.** If delivery takes place more than six (6) months from the date of the entry of the Order, Customer agrees to pay USDD a storage fee (the "Storage Fee"), as set forth in the quote, for each month after six (6) months from the date of the entry of the Order Customer has not taken delivery of the Products in the Order. USDD will separately invoice any storage fees owed under this Section at the end of each month for which the storage fees are owed.
- 8.4. **Title & Risk of Loss.** Unless otherwise specifically detailed in this quote, delivery terms for Products (excluding software and services) are (i) EX Works (EXW Incoterms 2020) USDD's point of shipment ("USDD Dock") for all shipments (except that USDD is responsible for obtaining any export license), and (ii) F.O.B. USDD Dock for all domestic shipments. For shipments from a USDD Dock to a Buyer location within the same country, the import/export provisions of the INCOTERMS do not apply. USDD shall be responsible for obtaining insurance on each shipment to Customer for the full value of the shipment. Shipment shall be to a single point of delivery.

**LIMITED WARRANTY.** CUSTOMER'S EXCLUSIVE REMEDIES AND USDD'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY PRODUCT SOLD IN CONNECTION WITH THIS QUOTE IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF USDD, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCTS. CREDIT, REPAIR OR REPLACEMENT (AT USDD'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON USDD UNLESS SET FORTH IN WRITING AND SIGNED BY A USDD AUTHORIZED REPRESENTATIVE.

- 9.1. **Product Warranty Terms.** Subject to the terms, conditions and limitations contained herein, and unless USDD has otherwise provided an alternative written warranty (in which case the terms of such warranty will control), USDD warrants and guarantees its products will be free from defects in workmanship and materials (collectively, "Defects") for 12 months from the date of shipment to Customer ("Warranty Period"). This limited warranty does not cover defects caused by normal wear and tear or maintenance.

**9.2. Product Defects.** If a Defect with a Product arises and a valid claim is made within the Warranty Period, Customer shall initiate the RMA process as described below. Upon approval, USDD, at its option, will either (1) repair the Product defect at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the Product with a Product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Product. Any replacement Product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for ninety (90) days from the date of repair, whichever is longer. When a Product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of its warranty obligation must be used in the same USDD Fire Station Alerting System for which the warranty claim is made.

**9.3. Procedure for Warranty Claims.**

**9.3.1.** Prior to making a Warranty claim, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at <http://stationalerting.com/home/about-usdd/contact-usdd/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

**9.3.2.** Customer shall be responsible for appropriately packing and shipping Products, to USDD for repair, and shall bear all risks and costs associated with, shipping any Product to USDD for repair, and shall be responsible for, and bear all risks and costs of, returning any Product to Customer after repair or replacement, but Customer will be responsible for paying any customs or import duties payable upon receipt of any repaired or replacement Products. A replacement Product will be returned to Customer configured as it was when the Product was originally purchased, subject to applicable updates.

**9.4. Return Material Authorization Process.** If a Customer makes a warranty claim for a Product during the Warranty Period, the Customer shall provide USDD with the Product model and serial number and failure information to initiate the RMA process. Upon USDD's issuance of the RMA, USDD will send the replacement Product, shipped postage paid ground shipping, to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Product is shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the Product that the Customer is returning. The original Product must be returned in the shipping box provided by USDD. No goods will be accepted for exchange or return without a pre-approved RMA number or which have not been properly packaged in USDD's shipping box to ensure that goods are not damaged due to improper packing and the shipping process. The original Product must be shipped back within 10 days of receiving the replacement. Failure to return the original Product, or failure to return in an appropriate manner, will cause Customer to incur a replacement charge equal to full market value of the replacement Product.

**9.5. No Fault Found.** USDD reserves the right to charge 50% of the standard repair price if the returned Product is found to have no defect covered by the Warranty. Customer understands that this fee is intended to discourage return of Products prior to proper troubleshooting or return because the product is "old." Product returns will not be allowed if, upon examination of the returned Product, it is determined that the Product was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair, improper testing, or poor packaging upon return. In such event, USDD shall invoice Customer for the full market value of the replacement Product.

**9.6. WARRANTY EXCLUSIONS & DISCLAIMERS.**

**9.6.1.** USDD does not warrant that the operation of its Products or any related peripherals will be uninterrupted or error-free. USDD further does not warrant nor support any system configuration that deviates from this specific quote's documented station system design file number.

**9.6.2.** USDD does not warrant or support any system not installed by G2 Trained & Certified Installation technician (installer). If Customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the Products unless USDD has had a chance to review documented engineering assumptions and approve system integrity, performance, and reliability expectations.

**9.6.3.** USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the use of the Products. This Warranty does not apply to any Products, including the hardware or software, not used for its intended purpose.

**9.6.4.** USDD cannot warrant nor support any system not using USDD-approved Uninterruptable Power Supply Battery Backup. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of hardware and user data (including passwords) are not covered under this Warranty.



9.6.5. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the Product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a Product or part that has been modified to alter functionality or capability without the written permission of USDD; (h) to Software (as defined below); (i) to any other damage caused by an event or action outside of USDD's control, including, without limitation, Customer's failure to apply required or recommended updates or patches to any Software or Product; or (j) if any serial number has been removed or defaced.

**LIMITATIONS OF LIABILITY.** TO THE EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS AND ANY OTHER REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If USDD cannot lawfully disclaim statutory or implied warranties, then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED, INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

ALL PRODUCT CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS. USDD'S AGGREGATE LIABILITY IN CONNECTION WITH THEREWITH SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS PAID BY CUSTOMER TO USDD FOR THE PRODUCTS GIVING RISE TO THE CLAIM. CUSTOMER SHALL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST USDD MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW. USDD disclaims any representation that it will be able to repair any Hardware under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

**SERVICE AGREEMENT.** The Product being purchased hereunder is not subject to any post-Warranty service agreement or maintenance program unless specifically contracted for between USDD and Customer. USDD offers a comprehensive post-Warranty Service Agreement at additional cost. Customer should contact USDD regarding its Service Agreement and costs associated therewith.

**SOFTWARE PRODUCTS.** All software Products delivered by USDD to Customer or for which USDD provides access, including, without limitation, USDD's mobile application software and Products with embedded software or firmware (collectively, "Software") are not sold and are licensed. At all times that Customer is in compliance with the terms of these Terms and Conditions and any other agreement between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Products provided by USDD and Customer's fire station alerting system (the "License"). The terms of such Software License may be set forth in a separate software license agreement or end user license agreement provided by USDD with such Software. In no event shall Customer have any right to (or authorize or allow any third party to) distribute, sell, lend, rent, transfer, or convey the Software; grant any sublicense, lease, or other rights in the Software; decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct, identify, or discover any source code, underlying user interface architecture or techniques, or algorithms of the Software by any means; or take any action that would cause the Software or any portion of it to be placed in the public domain. In the event of a conflict between the terms of any Software license terms provided upon download or purchase and these Terms and Conditions, the relevant Software license terms shall control solely with respect to such Software.

**INTELLECTUAL PROPERTY:** Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth above. For purposes of this Section, "Intellectual Property" means any and all rights of USDD related to USDD's Products existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effective worldwide.

**REMOTE ACCESS TO THE SYSTEM.**

- 14.1. **Remote Access.** USDD requires remote network access to the Customer's Products through Secure Shell (SSH) to perform implementation and support tasks under this Agreement. To enable remote network access, the Customer will provide USDD support personnel VPN or similar remote network access to the Products for USDD support personnel ("Customer Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core software upgrades and customized software. USDD will only access Customer's Products with the knowledge and consent of Customer. USDD will not access any other systems or data.
- 14.2. **Alternative to Network Access.** If the Customer elects not to provide remote network access to the Products, then USDD may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow USDD to perform the above services. The following services will not be performed without this access: Product software upgrades; Product software customization; Network troubleshooting assistance including packet capture and network monitoring on USDD devices; Detailed log analysis; Bulk updates to certain Product database tables; Troubleshooting that requires low-level system access or large file transfer.
- 14.3. **Timely Access.** Customers must ensure that remote access is available prior to notifying USDD of a support request. In the event that the Customer is unable to provide remote access, USDD will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.
- 14.4. **Physical Security Tokens.** USDD has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the USDD office. If the customer requires the use of physical security tokens, this may delay after hours service.

**GOVERNING LAW.** This proposal and any contract or agreement resulting therefrom will be governed by and construed according to the laws of the State of Arizona without regard to its conflicts of law principles.

**DISPUTE RESOLUTION/ARBITRATION.** Before either USDD or Customer initiate any dispute resolution process related to the Agreement, they must schedule a mandatory executive resolution conference to be held within thirty (30) days of receipt of the other party's written request. The conference must be attended by at least one executive from each party. At the conference, each party will present its view of the dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference or if one party refuses to attend the executive resolution conference, then USDD and Customer further agree that any remaining dispute between them arising out of or relating to this Agreement will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, to the extent such rules are not inconsistent with this Section, in the AAA's Phoenix regional office by a single, neutral arbitrator. Discovery may be conducted either upon mutual consent of the parties or by order of the arbitrator upon good cause being shown. In ruling on motions pertaining to discovery, the arbitrator shall consider that the purpose of arbitration is to provide for the efficient and inexpensive resolution of disputes, and the arbitrator shall limit discovery whenever appropriate to ensure that this purpose is preserved. The arbitrator shall permit dispositive motions and issue a written decision sufficient to explain the essential findings and conclusions and may award damages. Any award rendered by the arbitrator will be final and binding upon USDD and Customer, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. USDD and Customer expressly and irrevocably consent to the jurisdiction of the Maricopa County Superior Court of Arizona for such purpose. In the event a dispute is submitted to arbitration pursuant to this Section, the prevailing party shall be entitled to the payment of its reasonable attorneys' fees and costs, as determined by the arbitrator. Each of the parties shall keep all disputes and arbitration proceedings strictly confidential, except for disclosures of information required by applicable law or regulation.

**FORCE MAJEURE.** Except for Customer's duty to pay sums due hereunder, neither party will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a "Force Majeure Event" is one that is beyond the reasonable control of the non-performing party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a party's ability to perform the Contract, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines, pandemics, or regional medical crises, (e) labor strikes, lockouts, or pandemic worker shortages, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (g) shortages or inability to obtain materials or components. The party unable to fulfill its obligations due to Force Majeure will promptly (i) Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and (ii) Use all reasonable efforts to avoid or remove the cause and perform its obligations.

If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed or for any other period as the parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, USDD may provide notice to Customer that it is cancelling its Order.

**ACCEPTANCE OF TERMS.** This proposal shall become a binding contract between the Customer and USDD when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to USDD for any of the goods or services herein described shall constitute acceptance. Any such acceptance shall be with the mutual understanding that these Terms and Conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of USDD.

**SEVERABILITY.** In the event any provision or portion of a provision herein is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such provision, a provision as similar in terms as may be legal, valid, and enforceable shall be added hereto.

**WAIVER.** The failure of either party to insist upon strict performance of any provision of these Terms and Conditions, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any provision or right herein.

**NO JOINT VENTURE.** The parties acknowledge that they are independent entities and nothing contained in these Terms and Conditions shall be construed to constitute either party hereto as the partner, joint venturer, employee, agent, servant, franchisee, or other representative of the other party hereto, and neither party has the right to bind or obligate the other, except as otherwise provided herein. Furthermore, nothing contained in these Terms and Conditions shall be construed to constitute Customer as an exclusive purchaser of the Products in any respect.

**THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.**

Digicom Installations, Inc.  
11905 Heron Dr  
Huntley, IL 60142 US  
nancy.fortunato@digicominstallations.com



## Estimate

### ADDRESS

Deputy Chief Tony Cavallo  
St. Charles Fire Department  
2 E. Main St.  
St. Charles, IL 60174-1984

ESTIMATE # 1344

DATE 04/29/2024

EXPIRATION DATE 07/29/2024

ACTIVITY	QTY	RATE	AMOUNT
<b>Installation</b> Installation of the Phoenix G2 Fire Station Alerting System for St. Charles FD, Station #1. Quote includes all labor, materials, audio balancing and programming to make the system functional.	1	15,884.89	15,884.89
<b>Installation</b> Installation of the Phoenix G2 Fire Station Alerting System for St. Charles FD, Station #2. Quote includes all labor, materials, audio balancing and programming to make the system functional.	1	9,937.56	9,937.56
<b>Installation</b> Installation of the Phoenix G2 Fire Station Alerting System for St. Charles FD, Station #3. Quote includes all labor, materials, audio balancing and programming to make the system functional.	1	9,937.56	9,937.56
TOTAL			<b>\$35,760.01</b>

Accepted By

Accepted Date