

AGENDA
THE CITY OF ST. CHARLES
GOVERNMENT OPERATIONS COMMITTEE
ALD. RON SILKAITIS, CHAIR
MONDAY, MARCH 20, 2023
IMMEDIATELY FOLLOWING THE GOVERNMENT SERVICES COMMITTEE MEETING
CITY COUNCIL CHAMBERS – 2 EAST MAIN STREET

1. Call to Order

2. Roll Call

3. Administrative

- a. Video Gaming Statistics

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. Police Department

- a. Recommendation to approve an **Ordinance** Amending Title 5 “Business Licenses and Regulations,” Chapter 5.08 “Alcoholic Beverages,” Section 5.08.090 “License – Classifications,” of the St. Charles Municipal Code.
- b. Recommendation to approve a liquor license classification change from B-1 to D-5 for Club Arcada Inc., located at 105 E Main St., St. Charles.
- c. Recommendation to approve Late Night Permits for Class B & C Licenses of the City of St. Charles for FY 2023/2024.
- d. Recommendation to approve a **Resolution** for a One-year Contract and Lease Agreement with the Association for Individual Development (A.I.D.).
- e. Recommendation to approve a **Resolution** Regarding Drones as First Responders.

6. Finance Department

- *a. Recommendation to approve an **Ordinance** Reserving and Authorizing the Transfer of Volume Cap in Connection with Private Activity Bond Issues and Related Matters.
- *b. Recommendation to Name Assurance Agency LLC as the City's Risk Insurance Consultant and Broker at a Cost of \$32,500 Annually for the Five Annual Renewal Periods Beginning May 1, 2023.

7. City Administration

- a. Recommendation to approve A **Resolution** in Support of Tax Increment Financing.

8. 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)
- Security procedures, school building safety and security, and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property. - 5 ILCS 120/2(c)(8)

9. Information Systems

- a. Recommendation to approve a **Resolution** to Execute an Agreement with Anthony Timbers LLC for Managed Security Services for a Three-Year Term for \$614,866.

10. Public Comment

11. Additional Items from Mayor, Council or Staff

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 jmcmahon@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>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 3a
	Title:	Video Gaming Statistics February 2023 – Information Only	
	Presenter:	Chief of Police, Jim Keegan	
Meeting: Government Operations Committee		Date: March 20, 2023	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain):			
<p>Video gaming statistics as of February 2023, including businesses that have been approved by the State and St. Charles Police Department staff, businesses waiting for State approval, Illinois Gaming Board Video Gaming Report February 2012 – February 2023, and Illinois Gaming Board Video Gaming Report February 2023.</p>			
Attachments (please list):			
<p>Table - Currently licensed establishments/Pending applicants Illinois Gaming Board Video Gaming Report February 2023 Illinois Gaming Board Video Gaming Report February 2012- February 2023</p>			
Recommendation/Suggested Action (briefly explain):			
None – Information Only			

City of St. Charles

Video Gaming Statistics

February 2023

Pending Establishments –

1. 222 Hospitality	Whiskey Bend	222 W Main St	St. Charles
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Licensed Establishments

1. ALEXANDER'S CAFE 64, INC.	Alexanders Cafe	1650 W. Main Street	St. Charles
2. ALIBI BAR & GRILL LTD.	ALIBI BAR & GRILL LTD.	12 N. 3rd Street	St. Charles
3. Alley 64, INC.	Alley 64	212 W. Main Street	St. Charles
4. BK & MM VENTURES LLC	ROOKIES 1, ALL-AMERICAN PUB	1545 W. Main Street	St. Charles
5. BRANDON WAYNE ENTERPRISES LLC	THE LEWIS	106 E MAIN ST	St. Charles
6. C&A Management Group LLC	Flagship on The Fox	100 S Riverside Ave.	St. Charles
7. CHARLIE FOX'S PIZZERIA & EATERY LLC	CHARLIE FOX'S PIZZERIA & EATERY	3341 W MAIN #7	St. Charles
8. Chums Shrimp Shack LLC	Chums Shrimp Shack	2115 W Main St	St. Charles
9. CMB STC LLC	The Hive Tavern and Eatery	204 W Main St	St. Charles
10. CRAZY FOX, LLC	THE CRAZY FOX BAR & GRILLE	104 E Main St	St. Charles
11. EL ELLE SEA, LLC	BOGART'S BAR	219 W. MAIN STREET	St. Charles
12. H & C HOSPITALITY, LLC	The Office Dining & Spirits	201 E Main St	St. Charles
13. HEALTH NUTS, LTD.	THE FILLING STATION	300 W. MAIN ST.	St. Charles
14. Jay's & N Inc.	Throwbacks Sports Bar	1890 W. Main Street	St. Charles
15. L. A. MANSON CORPORATION	ST. CHARLES BOWL	2520 W Main St	St. Charles
16. MARK VII HOSPITALITY LIMITED	Second Street Tavern	221 S. 2nd Street	St. Charles
17. NLHM Inc.	Brown's Chicken	1910 Lincoln Highway	St. Charles
18. Northwoods Pub & Grill Inc.	The Evergreen Pub & Grill	1400 W Main St	St. Charles
19. Onesti Entertainment Corporation	Arcada Theatre	105 E Main St	St. Charles
20. Riverside Pizza, Inc.	Riverside Pizza & Pub	102 E Main St	St. Charles
21. SAINT CHARLES SPORTS, LLC	SPOTTED FOX ALE HOUSE	3615 E. MAIN ST	St. Charles
22. SALERNO AND SONS, INC.	SALERNO'S ON THE FOX	320 N 2ND ST	St. Charles
23. SCMC ENTERPRISES, INC.	R HOUSE	214 W. Main St.	St. Charles
24. TAP HOUSE GRILL ST. CHARLES, LLC	Tap House Grill	3341 W MAIN ST	St. Charles
25. YUMMY PLACE BURRITO LOSASADEROS INC.	BURRITO LOSASADEROS INC.	2400 E. MAIN STREET	ST. Charles
26. St. Charles Lodge No. 1368, Loyal Order of Moose	St Charles Moose Lodge 1368	2250 W Rt 38	St. Charles

**ILLINOIS GAMING BOARD
VIDEO GAMING REPORT**

St. Charles

February 2023

3/14/2023

1:36 pm

Municipality	Establishment	License Number	VGT Count	VGT Wagering Activity			VGT Income			VGT Tax Distribution				
				Amount Played	Amount Won	Net Wagering Activity	Funds In	Funds Out	Net Terminal Income	NTI Tax	State Share	Municipality Share		
St. Charles	Alley 64, INC.	160702383	6	\$651,447.63	\$600,514.70	\$50,932.93	\$201,053.00	\$150,120.07	\$50,932.93	\$17,317.12	\$14,770.48	\$2,546.64		
St. Charles	BK & MM VENTURES LLC	160702415	6	\$573,913.54	\$522,799.85	\$51,113.69	\$166,926.00	\$115,774.69	\$51,151.31	\$17,391.52	\$14,833.95	\$2,557.57		
St. Charles	BRANDON WAYNE ENTERPRISES LLC	220701804	4	\$22,066.38	\$20,450.92	\$1,615.46	\$9,707.00	\$8,091.54	\$1,615.46	\$549.27	\$468.49	\$80.78		
St. Charles	C&A Management Group LLC	200702748	6	\$331,038.33	\$314,741.22	\$16,297.11	\$119,083.00	\$102,785.89	\$16,297.11	\$5,541.03	\$4,726.17	\$814.86		
St. Charles	CHARLIE FOX'S PIZZERIA & EATERY LLC	200701085	4	\$29,250.18	\$25,225.96	\$4,024.22	\$11,531.00	\$7,506.78	\$4,024.22	\$1,368.26	\$1,167.04	\$201.22		
St. Charles	Chums Shrimp Shack LLC	220700319	3	\$49,312.72	\$46,717.21	\$2,595.51	\$20,436.00	\$17,840.49	\$2,595.51	\$882.47	\$752.70	\$129.77		
St. Charles	CMB STC LLC	220700705	6	\$250,316.42	\$223,022.70	\$27,293.72	\$87,496.00	\$60,201.81	\$27,294.19	\$9,280.03	\$7,915.32	\$1,364.71		
St. Charles	CRAZY FOX, LLC	170701805	6	\$246,931.30	\$230,380.30	\$16,551.00	\$70,240.00	\$53,689.00	\$16,551.00	\$5,627.35	\$4,799.80	\$827.55		
St. Charles	EL ELLE SEA, LLC	210701595	6	\$268,105.16	\$238,901.09	\$29,204.07	\$94,125.00	\$64,920.93	\$29,204.07	\$9,929.34	\$8,469.14	\$1,460.20		
St. Charles	H & C HOSPITALITY, LLC	210703536	6	\$161,706.09	\$143,719.99	\$17,986.10	\$41,943.00	\$23,956.90	\$17,986.10	\$6,115.29	\$5,215.98	\$899.31		
St. Charles	HEALTH NUTS, LTD.	180702391	5	\$261,175.34	\$229,139.46	\$32,035.88	\$83,666.00	\$51,630.12	\$32,035.88	\$10,892.25	\$9,290.45	\$1,601.80		
St. Charles	Jay's & N Inc.	190704088	6	\$283,379.58	\$257,914.54	\$25,465.04	\$81,047.00	\$55,581.96	\$25,465.04	\$8,658.14	\$7,384.88	\$1,273.26		
St. Charles	L. A. MANSON CORPORATION	160703156	6	\$310,313.61	\$277,534.35	\$32,779.26	\$102,051.00	\$69,271.29	\$32,779.71	\$11,145.08	\$9,506.10	\$1,638.98		
St. Charles	MARK VII HOSPITALITY LIMITED	170702225	6	\$700,761.58	\$638,617.12	\$62,144.46	\$189,438.00	\$127,293.54	\$62,144.46	\$21,129.09	\$18,021.87	\$3,107.22		
St. Charles	NLHM Inc.	160702847	6	\$149,792.16	\$136,024.80	\$13,767.36	\$46,084.00	\$32,316.64	\$13,767.36	\$4,680.94	\$3,992.56	\$688.38		
St. Charles	Northwoods Pub & Grill Inc.	160702493	5	\$317,806.69	\$301,592.56	\$16,214.13	\$106,884.00	\$90,669.87	\$16,214.13	\$5,512.81	\$4,702.10	\$810.71		
St. Charles	Onesti Entertainment Corporation	160703007	6	\$160,522.37	\$151,222.30	\$9,300.07	\$62,949.00	\$53,648.57	\$9,300.43	\$3,162.15	\$2,697.13	\$465.02		
St. Charles	Riverside Pizza, Inc.	160702553	5	\$460,507.90	\$411,322.97	\$49,184.93	\$148,600.00	\$99,415.07	\$49,184.93	\$16,722.84	\$14,263.60	\$2,459.24		
St. Charles	SAINT CHARLES SPORTS, LLC	160702605	5	\$388,730.09	\$340,049.65	\$48,680.44	\$126,298.00	\$77,617.56	\$48,680.44	\$16,551.37	\$14,117.35	\$2,434.02		
St. Charles	SALERNO AND SONS, INC.	200701673	3	\$38,709.98	\$35,780.40	\$2,929.58	\$12,428.00	\$9,498.74	\$2,929.26	\$995.92	\$849.46	\$146.46		
St. Charles	SCMC ENTERPRISES, INC.	190702660	3	\$9,320.96	\$8,870.74	\$450.22	\$5,997.00	\$5,546.78	\$450.22	\$153.05	\$130.54	\$22.51		
St. Charles	St. Charles Lodge No. 1368, Loyal Order of Moose	160802392	6	\$119,541.23	\$107,666.69	\$11,874.54	\$39,400.00	\$27,525.56	\$11,874.44	\$4,037.33	\$3,443.60	\$593.73		
St. Charles	TAP HOUSE GRILL ST. CHARLES, LLC	170702248	6	\$343,947.62	\$318,386.59	\$25,561.03	\$107,380.00	\$81,819.22	\$25,560.78	\$8,690.65	\$7,412.61	\$1,278.04		
St. Charles	YUMMY PLACE BURRITO LOS ASADEROS INC.	190700390	5	\$113,309.20	\$106,751.44	\$6,557.76	\$27,607.00	\$21,049.04	\$6,557.96	\$2,229.73	\$1,901.83	\$327.90		
REPORT TOTAL:				24 Establishments	126	\$6,241,906.06	\$5,687,347.55	\$554,558.51	\$1,962,369.00	\$1,407,772.06	\$554,596.94	\$188,563.03	\$160,833.15	\$27,729.88

**ILLINOIS GAMING BOARD
VIDEO GAMING REPORT**

3/14/2023

1:36 pm

St. Charles

January 2012 - February 2023

Municipality	Establishment	License Number	VGT Count	VGT Wagering Activity			VGT Income			VGT Tax Distribution		
				Amount Played	Amount Won	Net Wagering Activity	Funds In	Funds Out	Net Terminal Income	NTI Tax	State Share	Municipality Share
St. Charles	A'Salute' Inc.	160702452	5	\$2,091,601.88	\$1,923,949.67	\$167,652.21	\$577,279.00	\$409,626.79	\$167,652.21	\$50,296.35	\$41,913.65	\$8,382.70
St. Charles	ALIBI BAR & GRILL LTD.	150704430	5	\$448,186.83	\$410,300.14	\$37,886.69	\$160,719.00	\$122,831.26	\$37,887.74	\$11,705.71	\$9,819.24	\$1,886.47
St. Charles	Alley 64, INC.	160702383	6	\$44,087,761.43	\$40,753,638.89	\$3,334,122.54	\$14,676,616.00	\$11,342,418.81	\$3,334,197.19	\$1,081,582.83	\$914,872.76	\$166,710.07
St. Charles	BK & MM VENTURES LLC	160702415	6	\$33,960,345.18	\$31,251,133.14	\$2,709,212.04	\$10,137,448.00	\$7,428,075.92	\$2,709,372.08	\$877,490.11	\$742,021.21	\$135,468.90
St. Charles	BRANDON WAYNE ENTERPRISES LLC	220701804	4	\$101,224.38	\$89,882.86	\$11,341.52	\$42,781.00	\$31,439.48	\$11,341.52	\$3,856.13	\$3,289.05	\$567.08
St. Charles	C&A Management Group LLC	200702748	6	\$6,508,570.46	\$5,979,533.54	\$529,036.92	\$2,312,321.00	\$1,783,284.08	\$529,036.92	\$179,872.60	\$153,420.76	\$26,451.84
St. Charles	CHARLIE FOX'S PIZZERIA & EATERY LLC	200701085	4	\$545,506.26	\$493,246.52	\$52,259.74	\$187,164.00	\$134,903.98	\$52,260.02	\$17,768.70	\$15,155.67	\$2,613.03
St. Charles	Chums Shrimp Shack LLC	220700319	3	\$158,568.28	\$148,895.46	\$9,672.82	\$61,080.00	\$51,407.18	\$9,672.82	\$3,288.78	\$2,805.15	\$483.63
St. Charles	CMB STC LLC	220700705	6	\$1,663,140.57	\$1,527,583.03	\$135,557.54	\$602,078.00	\$466,519.99	\$135,558.01	\$46,089.84	\$39,311.91	\$6,777.93
St. Charles	CRAZY FOX, LLC	170701805	6	\$9,618,728.83	\$8,767,240.97	\$851,487.86	\$3,002,724.00	\$2,151,235.88	\$851,488.12	\$283,958.23	\$241,383.68	\$42,574.55
St. Charles	DAWN'S CAFE, LTD.	160702454	2	\$971,673.92	\$891,880.95	\$79,792.97	\$314,384.00	\$234,589.68	\$79,794.32	\$24,302.84	\$20,313.09	\$3,989.75
St. Charles	DAWN'S VOODOO ROOM, LTD.	170702226	3	\$131,639.05	\$114,092.97	\$17,546.08	\$48,098.00	\$30,551.92	\$17,546.08	\$5,263.94	\$4,386.62	\$877.32
St. Charles	EL ELLE SEA, LLC	210701595	6	\$5,995,878.17	\$5,462,315.32	\$533,562.85	\$1,912,524.00	\$1,378,939.30	\$533,584.70	\$181,418.98	\$154,739.71	\$26,679.27
St. Charles	GOLREN ENTERPRISES, INC.	160703386	5	\$2,363,441.27	\$2,169,177.13	\$194,264.14	\$822,559.00	\$628,294.86	\$194,264.14	\$58,279.92	\$48,566.66	\$9,713.26
St. Charles	H & C HOSPITALITY, LLC	210703536	6	\$1,092,316.27	\$982,413.08	\$109,903.19	\$323,317.00	\$213,413.81	\$109,903.19	\$37,367.21	\$31,872.02	\$5,495.19
St. Charles	HDF Entertainment, LLC	180702511	5	\$2,024,379.17	\$1,843,635.36	\$180,743.81	\$702,564.00	\$521,820.19	\$180,743.81	\$59,890.90	\$50,853.73	\$9,037.17
St. Charles	HEALTH NUTS, LTD.	180702391	5	\$7,510,590.13	\$6,821,515.97	\$689,074.16	\$2,631,979.00	\$1,942,904.84	\$689,074.16	\$230,482.29	\$196,028.38	\$34,453.91
St. Charles	Jay's & N Inc.	190704088	6	\$8,091,704.15	\$7,439,035.53	\$652,668.62	\$2,315,420.00	\$1,662,751.38	\$652,668.62	\$221,907.89	\$189,274.36	\$32,633.53
St. Charles	KILLOUGH LLC	160702650	4	\$323,128.13	\$297,527.05	\$25,601.08	\$127,669.00	\$102,067.92	\$25,601.08	\$7,680.48	\$6,400.40	\$1,280.08
St. Charles	L. A. MANSON CORPORATION	160703156	6	\$11,443,457.35	\$10,393,976.14	\$1,049,481.21	\$3,610,624.00	\$2,561,142.14	\$1,049,481.86	\$342,442.99	\$289,968.61	\$52,474.38
St. Charles	MARK VII HOSPITALITY LIMITED	170702225	6	\$33,621,479.79	\$30,900,012.27	\$2,721,467.52	\$9,633,351.00	\$6,911,856.98	\$2,721,494.02	\$897,014.39	\$760,939.47	\$136,074.92
St. Charles	NLHM Inc.	160702847	6	\$8,026,986.83	\$7,324,857.76	\$702,129.07	\$2,253,086.00	\$1,550,937.36	\$702,148.64	\$230,212.81	\$195,105.17	\$35,107.64
St. Charles	Northwoods Pub & Grill Inc.	160702493	5	\$27,376,490.96	\$24,980,308.15	\$2,396,182.81	\$9,055,366.00	\$6,659,183.19	\$2,396,182.81	\$776,602.92	\$656,793.56	\$119,809.36
St. Charles	Onesti Entertainment Corporation	160703007	6	\$1,650,851.40	\$1,542,874.92	\$107,976.48	\$530,335.00	\$422,324.61	\$108,010.39	\$36,723.74	\$31,323.22	\$5,400.52
St. Charles	Panman, LLC	160703257	5	\$20,167.79	\$17,246.68	\$2,921.11	\$8,129.00	\$5,207.89	\$2,921.11	\$876.43	\$730.36	\$146.07
St. Charles	Pub 47 St Charles Inc.	180700422	5	\$451,127.23	\$407,893.79	\$43,233.44	\$150,077.00	\$106,843.56	\$43,233.44	\$12,970.29	\$10,808.58	\$2,161.71
St. Charles	Ram Restaurant Group Inc.,	180700820	5	\$332,529.45	\$302,216.78	\$30,312.67	\$121,311.00	\$90,998.02	\$30,312.98	\$9,094.21	\$7,578.51	\$1,515.70
St. Charles	Riverside Pizza, Inc.	160702553	5	\$18,841,993.95	\$17,229,969.77	\$1,612,024.18	\$6,051,672.00	\$4,439,360.89	\$1,612,311.11	\$530,391.03	\$449,775.41	\$80,615.62
St. Charles	SAINT CHARLES SPORTS, LLC	160702605	5	\$20,435,970.22	\$18,744,252.53	\$1,691,717.69	\$6,071,556.00	\$4,379,837.25	\$1,691,718.75	\$550,255.88	\$465,669.79	\$84,586.09
St. Charles	SALERNO AND SONS, INC.	200701673	3	\$743,584.24	\$675,107.75	\$68,476.49	\$231,369.00	\$162,892.32	\$68,476.68	\$23,282.20	\$19,858.35	\$3,423.85
St. Charles	SCMC ENTERPRISES, INC.	190702660	5	\$456,069.77	\$412,470.22	\$43,599.55	\$183,723.00	\$140,123.45	\$43,599.55	\$14,813.10	\$12,633.09	\$2,180.01
St. Charles	St. Charles Lodge No. 1368, Loyal Order of Moose	160802392	6	\$9,848,987.57	\$8,939,217.52	\$909,770.05	\$3,369,618.00	\$2,459,847.85	\$909,770.15	\$289,608.89	\$244,120.06	\$45,488.83
St. Charles	TAP HOUSE GRILL ST. CHARLES, LLC	170702248	6	\$15,547,612.73	\$14,357,464.70	\$1,190,148.03	\$4,875,626.00	\$3,685,475.64	\$1,190,150.36	\$395,504.02	\$335,996.23	\$59,507.79
St. Charles	YUMMY PLACE BURRITO LOS ASADEROS INC.	190700390	5	\$3,009,914.63	\$2,744,626.74	\$265,287.89	\$848,850.00	\$583,561.91	\$265,288.09	\$90,198.40	\$76,933.95	\$13,264.45
REPORT TOTAL:		34 Establishments	172	\$279,495,608.27	\$256,339,493.30	\$23,156,114.97	\$87,953,417.00	\$64,796,670.33	\$23,156,746.67	\$7,582,495.03	\$6,424,662.41	\$1,157,832.62



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item Number: 5a

Title:

Recommendation to approve an Ordinance Amending Title 5 “Business Licenses and Regulations,” Chapter 5.08 “Alcoholic Beverages,” Section 5.08.090 “License – Classifications,” of the St. Charles Municipal Code.

Presenter:

Police Chief Keegan

Meeting: Government Operations Committee **Date:** March 20, 2023

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

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

Please see the attached document for the proposed changes to the City of St. Charles City Code.

This item will be discussed by the Liquor Control Commission at 4:30 pm on Monday, March 20, 2023 before consideration by this committee. A final vote will be taken during the April 3 2023, City Council meeting.

Attachments *(please list):*

Memo, Changes highlighted in ordinance format

Recommendation/Suggested Action *(briefly explain):*

Recommendation to modify City Code with the listed revisions to Title 5 “Business Licenses and Regulations”, Chapter 5.08 “Alcoholic Beverages”, Section 5.08.090 “License Classifications” of the St. Charles Municipal Code.



Memo

Date: February 27, 2023
To: Lora Vitek, Mayor-Liquor Commissioner
From: James Keegan, Chief of Police
Re: Modification of D-5 Site-License

The existing D-5 site-license encompasses Onesti Entertainment Corporation and the Arcada Theatre. As part of their remodeling and expansion, the entire complex now positions itself as a regional entertainment center and in doing so, is separated into two entities and point of sale systems (Onesti Entertainment Corporation and Club Arcada Incorporated).

Not only does the existing site-license need to be modified to incorporate these changes, but each entity will need to be structured as site-licenses moving forward. The current license states:

Current License

D-5. Class D-5 licenses shall authorize the retail sale of alcoholic liquors for consumption on the premises only, of the theater premises located at 105 East Main St. The sale of alcoholic liquors shall be from one (1) permanent location in the vestibule, one (1) service bar in the balcony, and up to two (2) other service bars as dictated by the event.

In talking with city staff, legal and the proprietor, a more general site-license is sought; similar to The Q-Center or what was utilized at Pheasant Run.

Proposed New D-5 License:

Class D-5 licenses shall authorize the retail sale of alcoholic liquors for consumption on the premises only of the entertainment complex located at 105 East Main St. Alcoholic liquor sales are limited to individuals and their guests under the direct control of the licensee.

By way of concerns concerning movement within the complex, our liquor code does allow for multiple locations to be licensed within one street address. See 5.08.220 for further information.

Each entity has or will provide a business plan, site-plan and certificates of insurance before sales/consumption takes place. The entities will be structured as follows:

Onesti Entertainment Corporation

Entire Arcada Theatre Complex

Barcada

Rock-N-Roll Ravoli (with patio)

Rock-n-Za

Club Arcada Incorporated

Club Arcada

Studio 64

Arcadian Suites

Thank you for your consideration in this matter. Please advise if you have any questions or concerns. Please see associated materials for further information.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item Number: 5b

Title:

Recommendation to approve a liquor license classification change from B-1 to D-5 for Club Arcada Inc., located at 105 E Main St., St. Charles.

Presenter:

Police Chief James Keegan

Meeting: Government Operations Committee **Date:** March 20, 2023

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

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

Club Arcada Inc., located at 105 E. Main St., is requesting a classification change of their liquor license from B-1 to D-5 to incorporate the expansion of their business operations. Any changes in fees is requested to begin with the new licensing year.

This item will be discussed by the Liquor Control Commission at 4:30 pm on Monday, March 20, 2023 before consideration by this committee. A final vote will be taken during the April 3 2023, City Council meeting.

Attachments *(please list):*

Memo, Business Plan (Rock N Ravioli & Studio 64), Floor Plan (Rock N Ravioli & Studio 64), COI (Rock N Ravioli & Studio 64), Copy of Current Licenses

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve a liquor license classification change for Club Arcada Incorporated, located at 105 E. Main St., St. Charles from B-1 to D-5.



Memo

Date: February 27, 2023

To: Lora Vitek, Mayor-Liquor Commissioner

From: James Keegan, Chief of Police

Re: Club Arcada Inc./Change of Liquor License Classification

The Arcada Theatre, located at 105 E. Main Street has developed into a regional entertainment center as it has expanded from a traditional concert venue into several restaurants, a planned hotel and various themed concepts including a speakeasy.

Currently, Onesti Entertainment Corporation possesses a site-license for the large portion of the complex including the theatre and all of the ground floor entities. They share the same point of sale system (POS) and use the same inventory. Club Arcada Incorporated, possesses a restaurant license for the third-floor speakeasy. As part of the expansion and remodeling of the complex, Mr. Ron Onesti would like to move forward with a site-license for Club Arcada Incorporated. This entity would encompass Studio 64 and the future Arcadian Suites. Each would share the same kitchen, staff and POS system. Each of new entities are located on the second floor of the entertainment complex and have easy stairwell/elevator access from the inventory and kitchen of the third-floor speakeasy.

This concept and licensing have been vetted by city legal and discussed with Mr. Onesti. In addition, fees associated with this transfer negate the need for late-night permits and is neutral to both the City, and the Mr. Onesti in terms of costs.

See floor plans, business plans and the associated packet material for additional information.

Club Arcada Inc. Standard B-License/Change to a D-5 Site-License



ONESTI ENTERTAINMENT CORPORATION

Rock 'N Ravioli Business Plan

Rock 'N Ravioli has the perfect recipe for old-world Italian culinary specialties blended with the entertainment experience of The Arcada Theatre.

The venue will be a full-service restaurant with a small platform for acoustic performances. There will also be a "Duelling" Pianos format in place.

It should hold 126 customers with table service and bar seating.

The restaurant will serve breakfast, lunch and dinner, open seven days per week, 7am-11pm.

It will also hold private dining events and dinners connected to shows in the main theatre.

There will be 3 chefs, 2 dishroom, 2 bartenders, 3 busboys, 2 hosts, 5 servers.

The bar is full-service with wine, beer and spirits.

From: ron@oshows.com <ron@oshows.com>
Sent: Friday, February 17, 2023 4:17 PM
To: Bringelson, Sharon <sbringelson@stcharlesil.gov>
Cc: daniella oshows.com <daniella@oshows.com>; jeng oshows.com <jeng@oshows.com>
Subject: Re: Onesti business plans - elaboration needed

Hello Sharon,

Rock 'N Ravioli, BarCada, Arcada Theatre will all share the same license as they are all on the same floor, share the same inventory space and will be on the same point of sale system

Studio 64 and Club Arcada Speakeasy will share the license as they are on the same point of sale system, will share the same inventory space and share the same menu.

RON ONESTI, President/CEO
The Onesti Entertainment Corporation
105 East Main Street, St. Charles IL 60174
630.962.7000

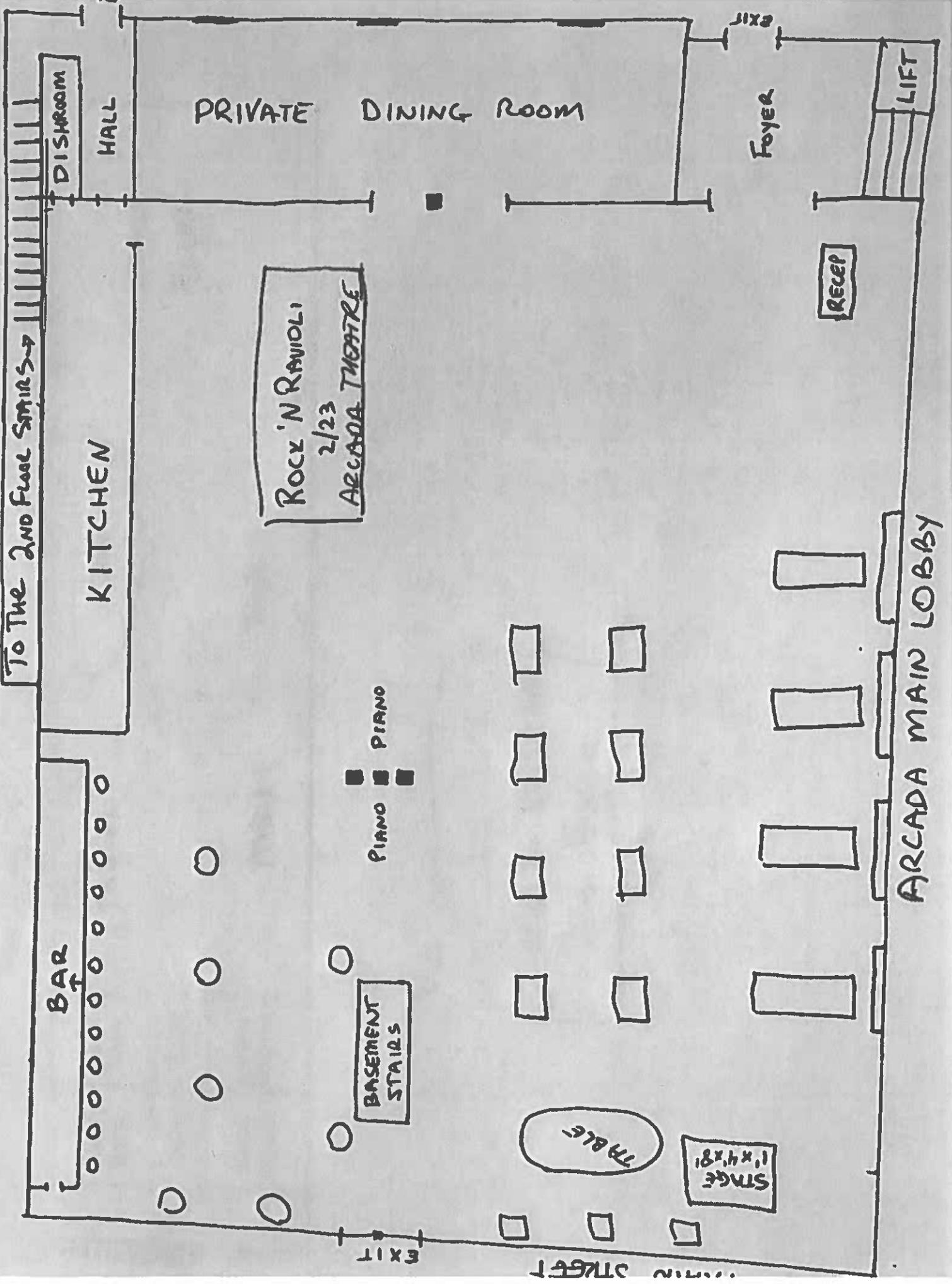
www.oshows.com

The Arcada Theatre
Club Arcada 1920s Speakeasy and Restaurant
Rock 'N Za Pizza & Pinball Experience
Rock 'N Ravioli Restaurant
The Arcadian Suites Hotel
Studio 64 Nightclub
St. Charles, Illinois

The Des Plaines Theatre
Bourbon 'N Brass Speakeasy
Des Pizza
Big Al's Tavern
Des Plaines, Illinois

Little Italy Fest-West, Addison
Little Italy Festa-Taylor Street, Chicago

President, Joint Civic Committee of Italian Americans
President, The National Italian American Sports Hall of Fame
Chairman, Casa Italia
Chicago, Illinois



TO THE 2ND FLOOR STAIRS →

DISHROOM

HALL

PRIVATE DINING ROOM

EXIT

Foyer

LIFT

KITCHEN

ROCK 'N RAVIOLI
2/23
ARCADE THEATRE

RECEP

BAR

PIANO ■ ■ ■
PIANO

BASEMENT STAIRS

TABLE

STAGE
1'x4'x8'

ARCADA MAIN LOBBY

EXIT

MAIN STREET

Rock 'N Ramoli

OUTDOOR
PIAZZA

ELEVATOR

MAIN ARCADE THEATRE LOBBY

Rock 'N Za

KITCHEN

MERCH

Rest Room

HSID

Rest Room

BARCADA

Box Office

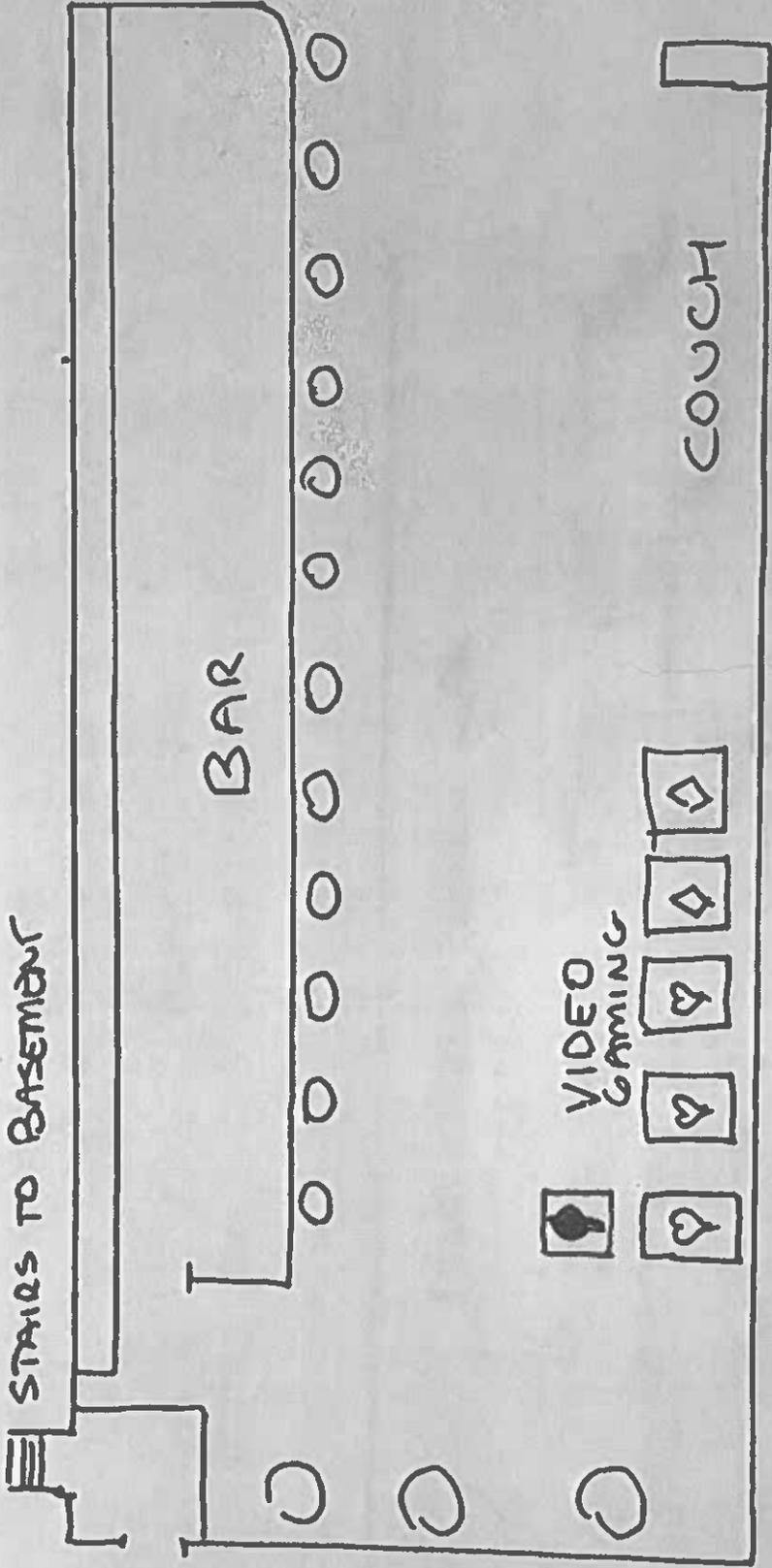
WEST
ENTRANCE

RIVERSIDE
1ST Floor
2/23

MARQUEE

Rock 'N Ramoli

STAIRS TO BASEMENT



RIVERSIDE

BAR

COUCH

VIDEO
GAMING



ARCADA
MAIN-LOBBY

BARCADA

ARCADA THEME

2/23

Additional Named Insureds

Other Named Insureds

Onesti Entertainment Corporation
DBA The Arcada Theatre
DBA BarCada
DBA Arcadian Suites
ROCK N' RAV STC INC
DBA Rock'N Ravioli
Club Arcada INC
DBA Club Arcada Speak Easy and
Lounge
RNZ-DP INC
DBA Rock'N Za
Onesti DPT INC
DBA Des Plaines Theatre
DBA Bourbon and Brass

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s): The person or organization with whom the insured has executed an agreement or contract prior to the loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



ONESTI ENTERTAINMENT CORPORATION

Studio 64 Business Plan

Studio 64 is a take on the New York City Discotheque, "Studio 54" but located on Route 64 in St. Charles.

It will accommodate 100 persons. There will be a full bar serving beer, wine and spirits.

There is a dance floor with a DJ and a temporary 1' x 6' x 12' stage for small band performances.

There will be a limited food menu available.

Two bartenders and two servers.

The room will be open Thursday, Friday and Saturday nights 7pm-1 am.

It will also be utilized for private events.

It will also hold private dining events and dinners connected to shows in the main theatre.

There will be 3 chefs, 2 dish room, 2 bartenders, 3 busboys, 2 hosts, 5 servers.

The bar is full-service with wine, beer and spirits.

From: ron@oshows.com <ron@oshows.com>
Sent: Friday, February 17, 2023 4:17 PM
To: Bringelson, Sharon <sbringelson@stcharlesil.gov>
Cc: daniella oshows.com <daniella@oshows.com>; jeng oshows.com <jeng@oshows.com>
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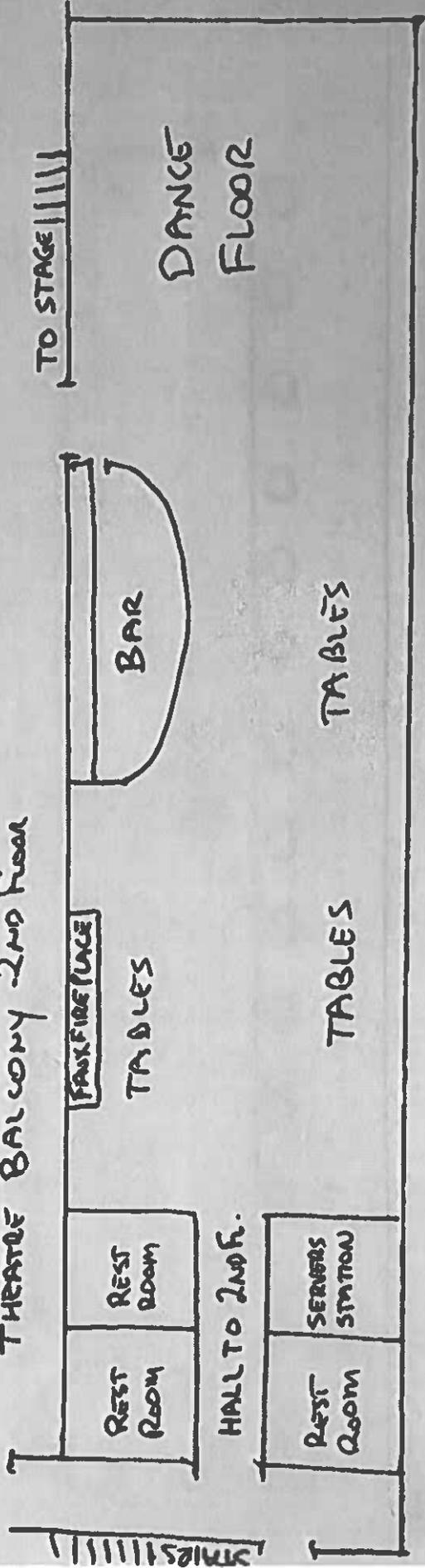
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Little Italy Festa-Taylor Street, Chicago

President, Joint Civic Committee of Italian Americans
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Chairman, Casa Italia
Chicago, Illinois

THEATRE BALCONY 2ND FLOOR



STUDIO 64
 ARCADE THEATRE
 2ND FLOOR

2/23

Additional Named Insureds

Other Named Insureds

Onesti Entertainment Corporation
DBA The Arcada Theatre
DBA BarCada
DBA Arcadian Suites
ROCK N' RAV STC INC
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Lounge
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DBA Des Plaines Theatre
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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ELECTRONIC DATA LIABILITY COVERAGE PART
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RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s): The person or organization with whom the insured has executed an agreement or contract prior to the loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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This insurance is primary to and will not seek contribution from any other insurance available to an additional Insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

LICENSE

Granting this license does not entitle the licensee to operate or maintain a business in violation of any other law or ordinance

CITY OF ST. CHARLES MUNICIPAL LICENSE

KEEP POSTED IN PUBLIC VIEW

LICENSE NO: **8396-1**

VALID FROM 05 01 2022 TO 04 30 2023 **STD B LIQUOR LICENSE**

UNDER THE MUNICIPAL CODE OF THE CITY OF ST. CHARLES, THIS CERTIFICATE WHEN PROPERLY VALIDATED, AFFIRMS THAT THE APPROPRIATE LICENSE FEE HAS BEEN PAID

LICENSEE: **Club Arcada Inc**
105 E Main Street
St. Charles IL 60174

CLUB ARCADA

SEAL

ACCOUNT NUMBER: **44938**

MAYOR: *Lois A. Visek*

CITY CLERK: *Nancy Garrison*

ANNUAL QUARTER DAILY

DATE ISSUE			DATE DUE			DATE EXPIRES			AMOUNT DUE
MONTH	DAY	YEAR	MONTH	DAY	YEAR	MONTH	DAY	YEAR	
05	01	2022	04	30	2022	04	30	2023	\$1,200.00

LICENSE

Granting this license does not entitle the licensee to operate or maintain a business in violation of any other law or ordinance

CITY OF ST. CHARLES MUNICIPAL LICENSE

KEEP POSTED IN PUBLIC VIEW

LICENSE NO: **8212-1**

VALID FROM 05 01 2022 TO 04 30 2023 **D5 LIQUOR LICENSE**

UNDER THE MUNICIPAL CODE OF THE CITY OF ST. CHARLES, THIS CERTIFICATE WHEN PROPERLY VALIDATED, AFFIRMS THAT THE APPROPRIATE LICENSE FEE HAS BEEN PAID

LICENSEE: **Onesti Entertainment Corp**
Arcada Theatre
105 E Main St
St Charles IL 60174

ARCADA THEATRE

SEAL

ACCOUNT NUMBER: **43131**

MAYOR: *Lois A. Visek*

CITY CLERK: *Nancy Garrison*

ANNUAL QUARTER DAILY

DATE ISSUE			DATE DUE			DATE EXPIRES			AMOUNT DUE
MONTH	DAY	YEAR	MONTH	DAY	YEAR	MONTH	DAY	YEAR	
05	01	2022	04	30	2022	04	30	2023	\$2,000.00

**AGENDA ITEM EXECUTIVE SUMMARY**Agenda Item number: **5c**

Title:

Recommendation to approve Late Night Permits for Class B & C Licenses in the City of St. Charles for FY 2023/2024

Presenter:

Jim Keegan, Chief of Police

Meeting: Government Operations Committee

Date: March 20, 2023

Proposed Cost: n/a

Budgeted Amount: \$

Not Budgeted: **Executive Summary** (*if not budgeted, please explain*):

Per St. Charles City Code, the attached memo and spreadsheet memorialize the annual late-night permit request for all Class B and C liquor license holders for the fiscal year 2023/24. As the City Council is aware, the aforementioned liquor licenses are all licensed until midnight and permitted per our code to request either a 1:00 am or 2:00 am late-night permit on an annual basis.

There are 29 late-night permit requests this year:

- 21 are B licenses (Last year 22)
- 8 are C licenses (Last year 7)
- 13 locations are requesting to stay open until 1:00 am (last year 13)
- 16 locations are requesting 2:00 am permit requests (last year 16)
- No businesses requested changes from 1:00 am to 2:00 am or from a 2:00 am to 1:00 am late-night permit

There are no new late-night permit requests.**The following businesses have decided not to renew their late-night permits:**

- Shakou

This item will be discussed by the Liquor Control Commission at 4:30 pm on Monday, March 20, 2023 before consideration by this committee. A final vote will be taken during the April 3 2023, City Council meeting.

Attachments (*please list*):

Memo, Late Night Permit Renewal Information 2023/2024

Recommendation/Suggested Action (*briefly explain*):

Recommendation to approve Late Night Permits for Class B & C Licenses of the City of St. Charles for FY 2023/2024



Memo

Date: March 7, 2023
To: Lora Vitek, Mayor-Liquor Commissioner
From: James Keegan, Chief of Police
Re: 2023/24 Late-Night Permits

Pursuant to city code, I have reviewed the attached late-night permit request for FY23-24. We continue to see progress toward making St. Charles a “destination” community in regards to our social environment.

Each permit request was vetted by the respective city department to ensure compliance with fees, payments, permits, etc. As a means to identify our city code as it pertains to late night permitting, I’ve included the attached ordinance language as a frame of reference. Please see below:

City Ordinance/5.08.095 Late Night Permit

- C. Annually, the liquor license renewal process shall commence on the first city business day in February. Current license holders shall submit a renewal application and include any requested changes. For those license holders applying for a new or renewing a late-night permit, they are required to specify whether they are applying for the 1:00 a.m. or the 2:00 a.m. permit. In addition, any new or renewal applications shall include a current business concept outlining the operations intended during the late-night permit term of one year, in conjunction with the liquor license to be issued on May 1 of the same year. Failure to provide a timely renewal application or late-night permit application may result in a delay in issuing said license and permit by May 1 of that year.
- D. Upon receipt of a new or renewal application, the Liquor Commissioner shall cause a review of the previous year license application to determine whether there have been any changes noted with regard to ownership, management or business concept. This application shall be forwarded to:
 - 1. Chief of Police

2. Fire Department
 3. Finance Department
 4. Community Development Department
- E. The city departments indicated in Section D will review any infractions of any city code, reflecting negatively on the license holder that should be taken into account by the Liquor Control Commission and City Council. That information shall be returned to the Liquor Commissioner for review. In addition, the Chief of Police shall cause a review of the police related activity which will support a recommendation from the Chief of Police on whether the late-night permit shall be issued and whether a 1:00 a.m. or 2:00 a.m. closing is recommended based on the permit application. The Chief of Police shall forward the recommendation to the Liquor Commissioner.
- F. Any application and recommendation for a new or renewal of a late-night permit shall be reviewed by the Liquor Control Commission. Based on this review the Local Liquor Commissioner shall make a recommendation on issuance to City Council. An applicant for a late-night permit shall have the opportunity to be present and provide input on said application, prior to the Liquor Control Commission making a recommendation. Late night permits and renewals of late-night permits shall be issued by the Liquor Commissioner with the advice and consent of the City Council.
- G. Any new liquor license application where a new late-night permit is also applied for shall follow the same review process as outlined in paragraphs B, C, D, E and F of this Chapter.
- H. Notice of Violation Process-Late Night Permit. If during a liquor license year, May 1 through April 30, where a liquor license holder has been issued a late-night permit and a notice of violation is issued by the Liquor Control Commissioner, the Liquor Control Commission shall hold a hearing on the matter. The liquor license with the late-night permit shall be given notice of the purpose, date, time and location of the hearing in a similar manner to a liquor license violation. The matter will be heard before the Liquor Control Commission in the same manner as any license violation. The Liquor Control Commission shall provide advice and consent to the Local Liquor Control Commissioner, who shall make a final decision on the matter.
- I. Cause to Reduce Hours, Revoke Late Night Permit or Not Issue Late Night Permit. In the event that a liquor license holder, has applied for or been issued a late-night permit, and has demonstrated circumstances giving reason to review whether that late-night permit shall be issued, reduced in hours or revoked, the Liquor Control Commission shall receive input from these city departments:
1. Finance Department as it relates to unpaid fees, utilities or city taxes;

2. Fire Department as it relates to repetitive fire code violations affecting health and safety;
 3. Community Development Department, Building and Code Enforcement Division as it relates to building code violations;
 4. Police Department as it relates to repetitive calls for service that are indicative of underage patrons, over service of patrons, or liquor license violations affecting the safety of the general public where the licensee is not taking proactive measures to abate the problems;
 5. Other departments with applicable information.
- J. The license holder shall have the opportunity to respond to information in a public hearing prior to any action being taken, by the Liquor Control Commission before sending any recommendation to City Council.
- K. The Liquor Control Commission may recommend the issuance or denial of a requested late-night permit for 1:00 a.m. or 2:00 a.m., or reduction in hours based on cause to the City Council for final decision.

Please see the attached spreadsheet for additional information concerning specific permit requests. I recommend in favor of the aforementioned requests as identified in the attached spreadsheet as it pertains to law enforcement activity during calendar year 2022. Although we had numerous violations heard by the Liquor Control Commission during the year, each licensed business is in “good standing” with the City in terms of their current license. The violations noted pertained mostly to tobacco and packaged liquor store infractions with the exception of Riverside Pizza (after-hours) and Tap House Grill (underage sale), Alter Brewing (underage sale), McNally’s (underage sale) and Evergreen Pub (underage sale). The aforementioned businesses were cited accordingly and fines were levied in each instance. In addition, two other businesses were served warning letters during the calendar (Bogart’s/over-service) and (The Alibi/security & operational control) and Throwbacks Sports Bar/security & operations control). No other issues were reported during the calendar year giving rise to LCC action.

A few businesses have been identified as delinquent in terms of unpaid fees, utilities and city taxes. Because these payments are fluid in nature and sometimes payment is received late, I will present the most updated information at both the April Liquor Control Commission and City Council Meeting on Monday, April 17th should any issues remain outstanding.

As always, I stand ready to answer any questions or concerns you might have in reference to my recommendations. Thank you in advance for your cooperation in this matter.

City of St. Charles

Late Night Permit Renewal 2023/2024

Business	Address	Class B License	Class C License	1:00 AM Permit	2:00 AM Permit	Warning Letters	LCC Violations
222 Hospitality/Whiskey Bend	222 W. Main Street	x		x			
2nd Street Bar & Grill	221 S Second Street		x		x		
Alibi Bar & Grill	12 N 3rd Street	x			x	x	
Alley 64	212 W Main Street	x			x		x fireworks
3rd Street Pub Featuring Billy Bricks Pizza/Dough Pros	11 N. Third Street	x		x			
Bogart's/El Elle Sea	219 W. Main Street		x		x	x	
Brandon Wayne Ent/The Lewis	106 E. Main Street		x	x			
CMB Ent/The Hive	204 W. Main Street	x			x		
Cooper's Hawk	3710 E. Main	x		x			
Crazy Fox	104 E Main Street	x			x		
The Beach Hut/SCMC Enterprises	8 N Third Street		x		x		
Dukes Northwoods	7 E. Main Street		x		x		
Eden on the River	1 W. Illinois Street	x		x			
Filling Station/Health Nuts	300 W Main Street	x			x		
Flagship on the Fox	100 S. Riverside Ave.	x			x		
Global Brew Tap House/VVAAMA	2100 Prairie Street		x	x			
La Mesa	51 S. First Street	x		x			
Los Burritos Asaderos/Yummy Place	2400 E. Main Street	x			x		
McNally's	109 W Main Street	x		x			x
Northwoods Pub/Evergreen Pub	1400 W Main Street	x			x		x
R-House	214 W. Main Street		x	x			
Riverside Pizza	102 E Main Street	x			x		x
Rookies (BK & MM Ventures)	1545 W Main Street	x			x		
St Charles Sports/Spotted Fox	3615 E Main Street	x		x			
Tap House Grill	3341 W Main Street	x		x			x
The Graceful Ordinary	1 E. Main Street	x		x			
The House Pub (Not yet reopened)	16 S. Riverside Ave.		x		x		
The Office/H&C Hospitality	201 E Main Street	x		x			
Throwback Sports Bar/Jay's & N	1890 W. Main Street	x			x	x	
** New Late-Night Permit request							
	Total:	21	8	13	16	3	5



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item Number: 5d

Title:

Recommendation to Approve a Resolution for the One-Year Contract and Lease Agreement with A.I.D. (Association for Individual Development)

Presenter:

Police Chief Keegan

Meeting: Government Operations Committee

Date: March 20, 2023

Proposed Cost: \$70,000.00

Budgeted Amount: \$70,000.00

Not Budgeted:

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

The Police Department would like to continue to work with A.I.D. (Association for Individual Development) to provide a social worker in the day-to-day operations on a full-time basis. Funding is pending from the Mental Health 708 Board to help fund this recommendation. With a full-time social worker available, this will continue to develop strong relationships within the community and enhance rapport with officers and staff alike to enhance overall operational effectiveness.

A.I.D. offers a multitude of programs and support. The program the Police Department partners with A.I.D. in is the Victims Services Program; in addition to having a counselor housed at the Department full-time. A one-year contract is what the Police Department is proposing with the contract dates effective May 1, 2023 through April 30, 2024. A lease is also a part of this partnership as the Social worker is provided office space within our police facility. Last year, our in-house social worker had 588 client referrals.

The City budgets for this expense through the police department’s annual operating budget. This contract also includes the 24/7 on-call services AID offers and the availability of other City departments to use the services for residents in need.

This year’s agreement with A.I.D. is for \$70,000. The City hopes to receive an allocation from the 708 Mental Health Board for a portion of this amount. Last year, we were funded at \$57,850 (Our contract with A.I.D. was for \$65,000), leaving the City with a payment due of \$7,150.00 in year 2022.

Attachments *(please list):*

Resolution, Contract for Lease, Contract for Services

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve a resolution for the contract and lease agreement with A.I.D. (Association for Individual Development) for one year.

**City of St. Charles, Illinois
Resolution No. 2023-**

**A Resolution to approve a Social Worker Agreement
for FY 2023-2024 with Associates in Development (AID)**

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

WHEREAS the annual agreement with AID for social worker police services within the police department has been updated for the next fiscal year.

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane, and DuPage Counties, Illinois, that the Social Worker Agreement between the City of St. Charles and AID be executed.

PRESENTED to the City Council of the City of St. Charles, Illinois, this ____ day of April, 2023

PASSED by the City Council of the City of St. Charles, Illinois, this ____ day of April, 2023

APPROVED by the Mayor of the City of St. Charles, Illinois, this ____ day of April, 2023

Lora A. Vitek, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

**Victims Services
Contract for Program Operation
By and Between the City of St. Charles ("City") and the
Association for Individual Development (A.I.D.)**

.01 Statement of Purpose:

A.I.D.'s Victims Services Program employees will respond to victim's psychological and emotional needs. This is achieved through crisis intervention, counseling, advocacy, education, information, and referral for victims of fire related events or incidents responded to by the City Police Department. In addition to these primary responsibilities, the program provides assistance to police personnel following traumatic incidents by providing critical incident stress debriefings when requested. The overall mission is to positively impact the quality of life for the citizens of the City by assisting victims/survivors, families/neighborhoods and City employees.

.02 Organization and Staffing:

The term of this contract, subject to the termination provision below, shall be from May 1, 2023 to April 30, 2024. The program evaluation will be done quarterly to ensure it is organized in such a way that it meets the changing needs of the City. This evaluation may result in changes, over time, to redistribute resources to optimally address contemporary issues and conditions. A.I.D. shall give the City reasonable notice prior to major redistribution of resources or termination of the program. The City may terminate for convenience by serving A.I.D. with a seven (7) day written notice specifying the effective date of termination. Termination for convenience does not necessitate a reason. On that specified termination date, this Contract and all contractual obligations will end. If this Contract is terminated by the City for convenience, the termination date controls the final invoice by A.I.D. for previous services under this Contract. The termination date controls all payment obligations of the City to A.I.D. Payment by the City to A.I.D. upon termination for convenience constitutes full satisfaction for services rendered. The Association for Individual Development (A.I.D.) will be in charge of, and responsible for, all staff. It is also the responsibility of A.I.D. to ensure the program is staffed to adequately handle the needs in the City. In addition, A.I.D. will provide an "on-site" Victims Services Case Manager for 40 hours per week. This Case Manager will optimally be the same individual and will be allowed to use the office space outside of the scheduled hours.

.03 Utilization and Deployment:

A.I.D.'s Victims Services Program will respond to requests for assistance from the City Police Department. There shall be no limit to the number of requests. Types of assistance shall include, but are not limited to: on-scene crisis stabilization counseling, case management, follow-up services, linkage and referral to community resources, and critical incident mental health response. In addition, the division provides training and presentations to volunteers, police personnel and other internal and external organizations as requested.

.04 Goals and Objectives:

Program goals and performance measures are the responsibility of A.I.D. and are tallied on a quarterly basis. Periodic reports indicating progress are available by contacting the Program Director and will be made to the City Police Department as required. A.I.D. program representatives will meet at least annually, upon request, with City Police Department staff in order to discuss and evaluate the program.

.05 Indemnification:

To the fullest extent permitted by law, A.I.D shall indemnify, defend and hold the City, its employees and agents, harmless from and against all demands, claims, suits, liabilities and costs including reasonable attorney’s fees and litigation costs caused by or arising out of the negligent acts, errors or omissions, or willful misconduct of A.I.D., its employees, agents or subcontractors except to the extent, if any, that any such Claims results from the negligent acts, errors or omissions, or willful misconduct of the City, its employees or agents.

.06 Insurance and Limitation of Liability.

A.I.D. shall maintain insurance coverage as set forth below:

- Worker's Compensation - Statutory
- Employer's Liability - \$1,000,000 per person/\$1,000,000 per disease/\$1,000,000 aggregate
- General Liability - \$1,000,000 per Occurrence/\$2,000,000 Aggregate
- Automotive Liability - \$1,000,000
- Professional Liability - \$1,000,000
- Umbrella-\$2,000,000 excess of Employer’s Liability, General Liability, Auto Liability and Professional Liability

Upon request, A.I.D. shall furnish copies of insurance certificates showing insurance coverage on its behalf in the amounts as set forth above, and further, showing that the City is an additional insured on said policies. Said insurance coverage shall remain in full force and effect during the term of this Agreement.

In consideration for the services to be provided, the City shall pay the Association for Individual Development the sum of \$70,000, payable in quarterly installments of \$17,500.00 on May 1, 2023, August 1, 2023, November 1, 2023 and February 1, 2024.

Approval: _____ Date: _____
Executive Director, Association for Individual Development

Approval: _____ Date: _____
City Administrator, City of St. Charles

LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2023, by and between the City of St. Charles, Kane and DuPage Counties, Illinois, an Illinois municipal corporation (the “Licensor” or “City”), AND THE Association for Individual Development (A.I.D.), an Illinois not-for-profit corporation (the “Licensee”);

WITNESSETH

WHEREAS, the Licensor is the owner of the St. Charles Police Station located at 1515 West Main Street, St. Charles, Illinois (the “Property”); and,

WHEREAS, THERE IS CERTAIN VACANT OFFICE SPACE LOCATED ON THE Property that the Licensor does not currently utilize, as more specifically described on Exhibit “A” attached hereto and incorporated herein as (“Office Space”), as well as certain office equipment that the City does not currently utilize, as listed on Exhibit “B” attached hereto and incorporated herein (“Equipment”); and,

WHEREAS, the Licensee was organized for the purpose of responding to the psychological and emotional needs of those in need. This is achieved through crisis intervention, counseling, advocacy, education, information, and referral for victims of fire related events or incidents responded to by the City of St Charles’ Police Department.

WHEREAS, Licensee requires office space and equipment in order to conduct its activities; and,

WHEREAS, Licensor is desirous of granting a license to Licensee, and Licensee is desirous of being granted a license from Licensor, for Licensee to utilize the Office Space and Equipment, pursuant to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the foregoing recitals and of the terms and conditions hereinafter contained, the sum of One Dollar (\$1.00), and other good and valuable considerations, the adequacy and sufficiency of which the parties hereto hereby acknowledge the parties hereto hereby agree as follows:

Section 1. Incorporation of Recitals. The preambles set forth hereinabove are incorporated herein as substantive provisions of this Agreement as if fully set out in this Section 1.

Section 2. Grant. Licensor agrees to grant, and does hereby grant, to Licensee, a license to use the Office Space and Equipment for the term of this Agreement for the purpose of conducting its activities as contemplated by its Articles of Incorporation.

Section 3. Exclusive Grant. The privilege granted herein is exclusive; provided, however, that Licensor reserves the right at any time to enter upon the Office Space.

Section 4. Liens. Licensee, its officers, agents, contractors, volunteers and/or employees, shall not suffer to permit any mechanic's lien, judgment lien or other lien of any nature whatsoever to attach or be against the Property, the Office Space, or the Equipment of any portion thereof. Should any such lien be filed, the Licensor shall have the right to contest same.

Section 5. Condition and Upkeep. Licensee has examined and knows the condition of the Office Space and Equipment and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by Licensor prior to all the execution of this Agreement that are not herein expressed; Licensee will keep the Office Space and Equipment in good repair, normal wear and tear excepted; and upon the termination of this Agreement, in any way, will yield up the Office Space and Equipment to Licensor, in good condition and repair, ordinary wear excepted and will deliver the keys therefor at the Property.

Licensee will not allow the Office Space or Equipment to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified, and will not permit the Office Space or Equipment for any unlawful purpose, or for any purpose that will increase the fire hazard of the Property. The Licensee will not permit any alteration of the Office Space except by written consent of the Licensor; all alterations to the Office Space shall remain for the benefit of the Licensor unless otherwise provided in said consent.

Section 6. Access. Licensee, its officers, contractors, agents, volunteers and/or employees, shall at all times have the right of access to the Office Space and such other areas of the Property as are necessary to access the Office Space. The Licensee, its officers, contractors, agents, volunteers and/or employees shall also have access to other areas of the Property as follows: (a) conference and meeting rooms shall be available during normal business hours provided that said rooms are not in use by, or needed by, the City, and (b) use of conference and meeting rooms during non-business hours shall be available on the same basis as the City makes such rooms available to other non-City users, by scheduling in advance and pursuant to the City's policy.

Section 7. Assignment. Licensee shall not assign or otherwise transfer its right in whole or in part under this Agreement without the express written consent of Licensor.

Section 8. Insurance. Licensee shall procure and maintain at its sole and exclusive expense, comprehensive personal injury, workman's compensation and property damage insurance in such amounts as Licensee deems necessary and Licensor deems satisfactory to adequately cover all operation under the exercise of the privileges herein granted. Evidence of insurance shall be provided by Licensee to Licensor.

Section 9. Hold Harmless and Indemnification. Licensee hereby indemnifies, releases and holds Licensor harmless, and agrees to defend Licensor from any and all liability, causes of action, suits, damages or demands of whatever nature arising out of the conduct of Licensee, its officers, contractors, agents, volunteers and/or employees under the exercise of the privileges herein granted. This indemnity is intended as a full and complete general indemnity and shall include Licensee's responsibility for any attorney's fees incurred by Licensor in defense of any claims or

actions brought by third parties against Licensor as a result of the privileges granted to Licensee herein.

Licensor hereby indemnifies releases and holds licensee harmless, and agrees to defend Licensee from any and all liability, causes of action, suits damages or demands of whatever nature arising out of the conduct of Licensor, its officers, agents and/or employees regarding the License Area. This indemnity is intended as a full and complete general indemnity and shall include Licensor's responsibility for any attorney's fees incurred by Licensee in defense of any claims or actions brought by third parties against Licensee as a result of the privileges granted to Licensor herein.

Section 10. Financial Responsibility/No Third-Party Beneficiaries. Licensor shall have no financial responsibility or obligation to Licensee or any third party as a result of Licensor's granting the privileges described herein to Licensee. This Agreement creates no rights, title or interest in any person or entity whatsoever (whether under a third party beneficiary theory or otherwise) other than the Licensee and the Licensor.

Section 11. No Lease or Easement. Licensee expressly acknowledges that nothing herein is intended to create a corporal or possessory interest of Licensee and, accordingly, this Agreement shall not be construed as a lease, easement or any other interest running with the land. Neither this Agreement nor any summary or memorandum thereof shall be recorded with any public authority.

Section 12. Relationship of the Parties. Under no circumstances shall this Agreement be construed to create a relationship of agency, partnership, joint venture, or employment between the Licensor and the Licensee.

Section 13. Term. Unless otherwise terminated pursuant to Section 14, this Agreement shall remain in effect until the Victim's Services Contract between A.I.D. and the City of St. Charles expires or upon mutual agreement of the parties hereto.

Section 14. Termination. If the Licensee breaches any of the provisions of this Agreement, or abandons or vacates the Office Space, the Licensor may declare this Agreement terminated upon thirty (30) days written notice to the Licensee. In addition, the Licensor may, for any reason and in its sole discretion, declare this Agreement terminated upon one hundred twenty (120) days written notice to the Licensee.

Section 15. Damage and Destruction. Licensor and its officers, contractors, agents and/or employees shall not be liable or responsible to Licensee for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, or court order, or for any damage or inconvenience which may arise from this Agreement.

Licensor and its officers, contractors, agents and/or employees shall not be liable for any damage occasioned by failure to keep the Office Space or Equipment in good repair, nor for any damage done or occasioned by or from plumbing, electricity, gas, water, sprinkler, steam or other pipes or sewerage of the bursting, leaking or running of any pipes, tank or plumbing fixtures, in,

above, upon or about Property or Office Space nor for any damage occasioned by water, snow or ice being upon or coming through the roof, windows or otherwise.

Section 16. Miscellaneous. This Agreement sets forth the entire understanding of the parties, and may only be amended, modified or terminated by a written instrument signed by the parties unless herein otherwise provided. Either party's waiver of any breach of failure to enforce any of the terms or conditions of the Agreement, at any time, shall not in any way affect, limit or waive that party's right thereafter to enforce or compel strict compliance with every term and condition hereof.

Section 17. Effective Date. This Agreement shall become effective upon execution by both parties hereto.

Section 18. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

Section 19. Notices. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

A. Licensor at:

Association for Individual Development (A.I.D.)
309 New Indian Trail Court
Aurora, IL 60506
Attn: President

B. Licensee at:

City of St. Charles
2 E. Main Street
St. Charles, Illinois 60174
Attn: City Administrator

C. To such other person or place with either party hereto by its written notice shall designate for notice to it from the other party hereto.

Section 20. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first written.

CITY OF ST. CHARLES

By: _____
Mayor

ATTEST:

City Clerk

Association for Individual Development (A.I.D.)

By: _____

ATTEST:

License Agreement – Association for Individual Development

Exhibit B – Computer/Phone Equipment

The following equipment is assigned to the office and available for use by A.I.D.

Computer: Hewlett Packard PC DVD+-RW Z400
Phone: Cisco CP-7965G

The following is available for use in the common area

Printer/Copier/Fax: Canon Image Runner 17301F (Network Use)

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 5e
	Title:	Recommendation to approve a Resolution Regarding Drones as First Responders	
	Presenter:	Police Chief James Keegan	
Meeting: City Council		Date: March 20, 2023	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain):			
<p>The attached resolution supports the proactive use of drones by law enforcement at special events to observe crowd size, behavior, and movement. Currently, the use of this resource is limited by the Drone Surveillance Act.</p> <p>On behalf of the men and women of the St. Charles Police Department, I respectfully ask the City Council to extend its full support of the resolution. The Illinois Chiefs of Police Association also supports this measure (see attached fact sheets).</p>			
Attachments (please list):			
Resolution, Fact Sheet			
Recommendation/Suggested Action (briefly explain):			
Recommendation to approve a Resolution Regarding Drones as First Responders			



Illinois Association of CHIEFS OF POLICE

Fact Sheet: Support passage of “drone bill” – HB 5452 in special session or veto session in the fall of 2022

Background

The original “Illinois Freedom from Drone Surveillance Act” passed in Illinois in 2013. Since then, the public use of drones has increased substantially. Drones are now regularly used by hobbyists, news media, construction managers, Realtors and others -- and for the inspection of bridges, water towers and power lines. Law enforcement can use drones to photograph accident scenes and crime scenes, to search for missing persons, and *after an emergency is under way*, but cannot proactively observe a community event such as a concert or parade.

Highland Park example – July 4, 2022, parade

The Highland Park incident is a clear example where law enforcement and the entire community may have benefited from more common-sense language in state law. The law in its current form prohibits law enforcement from using drones in a proactive, preventative manner for community events.

How HB 5452 will make communities safer

This legislation began as an initiative of the Aurora Police Department, and it has since united with other law enforcement agencies, various municipalities, and the Illinois Association of Chiefs of Police into a coalition seeking changes to an outdated law. The recommendations are limited to specific situations that would provide proactive and/or preventative benefits for public safety.

Summary of Major Proposed Changes:

- Updates definition of “special event”
 - Definition taken from the Federal Emergency Management Agency (FEMA).
 - Permits the use of a drone by a law enforcement agency at a special event to prepare for or observe crowd size, density, and movement; assess public safety staffing; or oversee the general safety of the participants.
 - If a special event is occurring on private property, use of a drone must be authorized by the owners or organizers prior to flight.
- Provides that a law enforcement agency may use a drone to respond to Public Safety Answering Point (PSAP) dispatched calls for service, when the primary purpose for the response is to locate or assist victims, or both, identify offenders, and to guide emergency response.
- Allows an evaluation of traffic flow around schools when planned in advance and authorized by the school administrator, with advance notification to parents.
- Provides transparency because information data on drone usage would be subject to the disclosure and exception to disclosure provisions of the Freedom of Information Act.



Illinois Association of CHIEFS OF POLICE

ACTION ALERT on HB 5452 – Talking Points for ILACP Members

“Support the drone bill to give law enforcement an important tool”

August 9, 2022

1. ACTION ALERT:

- a. **Contact your state reps and senators NOW – in August 2022 – and tell them it’s a priority to get HB 5452 passed this fall, whether in a special session or veto session.**
 - b. Share with them the attached FACT SHEET.
 - c. Tell them Illinois law needs to be changed to allow law enforcement to have common-sense ways to deploy drones at events. Waiting until something happens is too late!
2. This bill will make it easier for law enforcement to use drones, especially at community events, while still protecting people’s privacy and civil rights.
 3. For law enforcement, a drone (technically called an unmanned aerial vehicle):
 - a. Is a force multiplier, adding to other tools now utilized
 - b. Allows for real-time, unobtrusive intelligence at events such as parades, concerts, and festivals
 - c. Is a much more common device now used by citizens, hobbyists, Realtors, inspectors of bridges, and much more
 4. Why we need this bill: Law enforcement can use drones to photograph accident scenes and crime scenes, to search for missing persons, and after an emergency is under way, **but cannot proactively observe a community event such as a concert or parade.**

The Highland Park incident on July 4 is a clear example where law enforcement and the entire community may have benefited from more common-sense language in state law.

5. Ironically, helicopters with cameras are now allowed, but not drones, which are far less expensive and far easier to deploy.
6. Types of events and incidents where the law would allow LE to have real-time intelligence: Cars dashing into crowds, people on rooftops, parades, festivals, concerts.
7. Examples of incidents where proactive use of drones, if allowed in Illinois, would have been helpful in possibly preventing a mass incident or reducing its negative impact: the Las Vegas concert shooting, the Waukesha parade, the Houston concert trampling

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

A Resolution Regarding Drones as First Responders

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

WHEREAS, in 2013, the Illinois General Assembly approved the Freedom from Drone Surveillance Act, which later became law as Public Act 98-569 (“the Act”) and effective on January 1, 2014; and

WHEREAS, in recent years the availability and use of unmanned aerial vehicles or “drones” for civilian as well as governmental applications has increased significantly; and

WHEREAS, the current Act bans the use of drones by law enforcement entities, subject to specific enumerated exceptions; and

WHEREAS, the Act’s restrictions on the use of drones by law enforcement unreasonably limits the use of drones for legitimate, reasonable, and safe crime prevention and public safety purposes; and

WHEREAS, the Act’s restrictions on the use of drones by trained law enforcement personnel are far greater than any other federal or state restrictions on their use by civilian or other governmental authorities; and

WHEREAS, the Act restrictions represent a reaction of the legislature to new technology and perceived concerns about the improper use of drones by law enforcement as tools; and

WHEREAS, law enforcement personnel have worked closely with state legislators to propose amendatory language to the Act that achieves a better balance between the legitimate use of drones for law enforcement purposes and the privacy concerns that underly its existing regulations; and

WHEREAS, Senate Bill 107, also known as the Drones as First Responders’ Act as introduced in the 103rd General Assembly is one example of a collaboration between legislators, municipalities, law enforcement agencies, and privacy advocates that modernizes the regulations in the Act to permit the use of drones by law enforcement as proactive and preventative tools, while ensuring appropriate oversight, accountability, and transparency; and

WHEREAS, legislation like Drones as First Responders Act is critical to allowing the use of drones to enhance public safety as a crime prevention and supplemental law enforcement tool;

Date
Resolution No.

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane, and DuPage, that the City of St. Charles extends its full support to well-reasoned measures intended to modernize the original 2013 Act and further encourages the General Assembly to act with all deliberate speed in the adoption of the Drones as First Responders Act; and further

BE IT RESOLVED that in the event of the passage of SB 107 consistent with the aims of this Resolution that encourages the Governor of this State to approve said measure without delay; and further

BE IT RESOLVED that a copy of this Resolution shall be transmitted forthwith to all members of the Illinois General Assembly whose districts encompass any portion of the corporate limits of the City; and further

BE IT RESOLVED that a copy of this Resolution shall be immediately transmitted to the Governor forthwith upon notice of the passage of any legislation consistent with the aims of this Resolution by the General Assembly.

PRESENTED to the City Council of the City of St. Charles, Illinois, this ____ day of _____, 2023.

PASSED by the City Council of the City of St. Charles, Illinois this ____ day of _____, 2023.

APPROVED by the Mayor of the City of St. Charles, Illinois this ____ day of _____, 2023.

Mayor Lora A. Vitek

Attest:

City Clerk

Council Vote:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 6*a
	Title:	Recommendation to approve an Ordinance Reserving and Authorizing the Transfer of Volume Cap in Connection with Private Activity Bond Issues and Related Matters	
	Presenter:	Bill Hannah, Director of Finance	
Meeting: Government Operations Committee		Date: March 20, 2023	
Proposed Cost: \$ N/A		Budgeted Amount: \$ N/A	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain):			
<p>The City annually receives a volume cap allocation of tax-exempt private activity bonds (PAB) per Section 146 of the IRS code from the State. The City may use this allocation to allow private businesses or not-for-profits to finance eligible activities, also known as “qualified private activities,” which can include affordable housing initiatives, industrial development projects, nonmanufacturing and other uses. The City has no financial liability for any activities that may be financed by private activity bonds and the City’s volume cap. Federal guidelines determine an annual limit allocated to each State and this limit is known as the volume cap limit.</p> <p>The State of Illinois has issued its annual guidance for volume cap allocation, and the allocation is \$120 per capita or \$3,961,080. This amount is based on the City’s population estimate listed in the State of Illinois 2023 Guidelines and Procedures for private activity bonding authority. The City has the right to reserve, transfer, or remand the volume cap back to the State of Illinois. In the past, the City has used its volume cap to issue private activity bonds and has occasionally been able to sell its volume cap to other municipalities for other uses. The City currently does not have active plans to utilize the volume cap during 2023, but Staff is recommending that we reserve the volume cap in the event an eligible project comes up during the year. The attached ordinance preserves the City’s options with regard to its volume cap.</p> <p>As previously explained, the City’s volume cap allocation allows for certain private activities to be funded at tax-exempt rates. Any allocation provided to a private entity would not constitute an obligation of the City. The City must adopt the ordinance reserving its volume cap by May 1 and report such reservation to the State by May 10 of its intention to reserve its volume cap for the year or allow it to go back into a pool to be used by other home rule units of government or other State agencies.</p>			
Attachments (please list):			
Ordinance			
Recommendation/Suggested Action (briefly explain):			
Recommendation to Approve an Ordinance Reserving and Authorizing the Transfer of Volume Cap in Connection with Private Activity Bond Issues and Related Matters.			

City of St. Charles, Illinois
Ordinance No. 2023-M-___

**An Ordinance Reserving and Authorizing the Transfer of
Volume Cap in Connection with Private Activity Bond
Issues and Related Matter**

WHEREAS, the City of St. Charles, Kane and DuPage Counties, (the “City”), is a municipality and a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, Section 146 of the Internal Revenue Code of 1986, as amended (the “Code”), provides that the City has volume cap equal to \$120.00 per resident of the City in each calendar year, which volume cap may be reserved and allocated to certain tax-exempt private activity bonds; and

WHEREAS, the Illinois Private Activity Bond Allocation Act, 30 ILCS 345/1 *et seq.* (State Bar Ed. 2016), as supplemented and amended (the “Act”), provides that a home rule unit of government may transfer its allocation of volume cap to any other home rule unit of government, the State of Illinois or any agency thereof or any non-home rule unit of government; and

WHEREAS, it is now deemed necessary and desirable by the City to reserve all of its volume cap allocation for calendar year 2023 to be applied toward the issuance of private activity bonds (the “Bonds”), as provided in this Ordinance, or to be transferred, as permitted by this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, as follows:

Section 1. That, pursuant to Section 146 of the Code and the Act, the entire volume cap of the City for calendar year 2023 is hereby reserved by the City, which may issue the Bonds

using such volume cap, or without any further action required on the part of the corporate authorities of the City, may transfer such volume cap to a home rule unit of government, non-home rule unit of government, the State of Illinois or any agency thereof for the issuance of private activity bonds by such government entity, and the adoption of this Ordinance shall be deemed to be an allocation of such volume cap to the issuance of the Bonds or authorization of the transfer of such volume cap for use in the issuance of such other bonds; *provided*, that any such transfer shall be evidenced by a written instrument executed by the Mayor, City Administrator, or Finance Director of the City.

Section 2. That the City shall maintain a written record of this Ordinance in its records during the term that the Bonds or any other such bonds to which such volume cap is allocated remain outstanding.

Section 3. That the Mayor, the City Clerk, City Administrator and all other proper officers, officials, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certifications as may be necessary to further the purposes and intent of this Ordinance and to comply with the provisions of the Act with respect to transfers of volume cap.

Section 4. That the provisions of this Ordinance are hereby declared to be separable, and if any section, phrase or provision of this Ordinance shall for any reason be declared to be invalid, such declaration shall not affect the remainder of the sections, phrases and provisions of this Ordinance.

Section 5. That all ordinances, resolutions or orders, or parts thereof, in conflict

herewith are, to the extent of such conflict, hereby superseded; and that this Ordinance shall be in full force and effect upon its adoption and approval.

PRESENTED to the City Council of the City of St. Charles, Illinois, this ____ day of April, 2023.

PASSED by the City Council of the City of St. Charles, Illinois, this ____ day of April, 2023.

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of April, 2023.

Lora Vitek, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

APPROVED AS TO FORM:

City Attorney

Date

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 6*b
	Title:	Recommendation to Name Assurance Agency LLC as the City's Risk Insurance Consultant and Broker at a Cost of \$32,500 Annually for the Five Annual Renewal Periods Beginning May 1, 2023	
	Presenter:	Bill Hannah, Director of Finance	
Meeting: Government Operations Committee		Date: March 20, 2023	
Proposed Cost: \$ <i>32,500 Annually</i>		Budgeted Amount: \$ 34,020	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain):			
<p>The City currently uses Assurance, a Marsh & McLennan Agency LLC company, from Schaumburg, IL as our current broker and consultant for our risk insurance program. The City's five-year agreement with Assurance expires in June of 2023. The risk insurance package for the City includes property, liability, automobile, cyber liability, and excess workers compensation lines of coverage. The cost of these coverages approximates \$950,000 annually.</p> <p>The City posted requests for proposals (RFP's) to solicit proposals for brokerage and consultant services for the City. Due to the nature and specialization of municipal risk and limited coverage markets, staff solicited proposals for a five-year renewal period beginning May 1, 2023. The City received three responses. The lowest bid was provided by the city's incumbent broker, Assurance. Assurance has provided the city with excellent service over the past five years, culminating in the recent 2022-2023 insurance renewal, which included securing a competitive cyber coverage quote for the current coverage period. While cost is one factor in the decision, viable options and advice, visioning, strategy, claims advocacy, and loss prevention programs are also key considerations that provide value to the overall risk insurance program.</p> <p>Staff recommends approval of Assurance as the City's risk insurance consultant and broker at a cost of \$32,500 annually for a five-year period, beginning May 1, 2023.</p>			
Attachments (please list):			
None			
Recommendation/Suggested Action (briefly explain):			
Seeking a Recommendation to Approve Assurance as the City's Risk Insurance Consultant and Broker at a cost of \$32,500 annually for the five annual renewal periods beginning May 1, 2023.			

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 7a
	Title:	Recommendation to approve a Resolution in Support of Tax Increment Financing	
	Presenter:	City Administrator Heather McGuire	
Meeting: Government Operations Committee		Date: March 20, 2023	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain):			
<p>Many bills are being introduced in Illinois to make changes to Tax Increment Financing.</p> <p>Tax Increment Financing (TIF) is a powerful tool that allows the City of St. Charles to promote economic development and revitalization in blighted or underutilized areas. By earmarking a portion of the increased property tax revenue generated by a redevelopment project to finance the project, TIF can help fund infrastructure improvements, attract new businesses, and create jobs. TIF can also incentivize private investment, as developers and investors are more likely to invest in areas where public funds are being used to support redevelopment efforts. Furthermore, TIF has the potential to generate long-term benefits for the community, as increased property values and economic activity can lead to sustained economic growth and improved quality of life for residents.</p> <p>I recommend the approval of the attached resolution in Support of Tax Increment Financing.</p>			
Attachments (please list):			
Resolution, Fact Sheet			
Recommendation/Suggested Action (briefly explain):			
Recommendation to approve a Resolution in Support of Tax Increment Financing			

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

A Resolution in Support of Tax Increment Financing

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

WHEREAS, the City of St. Charles has the responsibility to promote economic development and revitalization of underperforming areas within the City; and

WHEREAS, the City of St. Charles recognizes that Tax Increment Financing (TIF) is a means to address areas of blight, support development, and promote local job creation and retention; and

WHEREAS, TIF incentives directly contribute to the expansion of the local tax base and attract private development and new businesses to the City; and

WHEREAS, the availability of TIF is a critical mechanism to spur economic development for the City;

WHEREAS, the Mayor and City Council of the City of St. Charles find that the availability of TIF as an economic development tool is essential for the continuing economic vitality of the City.

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of St. Charles as follows:

1. The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.
2. The City of St. Charles urges the Illinois General Assembly and Governor to protect TIF in its current form as a valuable economic development tool without additional restrictions on municipal governments and the communities they serve.
3. The City Clerk shall forward a copy of this Resolution to the Illinois Municipal League.

Date
Resolution No.

PRESENTED to the City Council of the City of St. Charles, Illinois, this ____ day of _____,
2023.

PASSED by the City Council of the City of St. Charles, Illinois this ____ day of _____,
2023.

APPROVED by the Mayor of the City of St. Charles, Illinois this ____ day of _____,
2023.

Mayor Lora A. Vitek

Attest:

City Clerk

Council Vote:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 9a								
	Title:	Recommendation to approve an agreement with Anthony Timbers LLC for Managed Security Services for \$614,866									
Presenter:	Larry Gunderson, Director of Information Systems										
Meeting: Government Operations Committee		Date: March 20, 2023									
Proposed Cost: \$ 188,284 (Year 1)		Budgeted Amount: \$188,284	Not Budgeted: <input type="checkbox"/>								
TIF District: None											
<p>Executive Summary (if not budgeted, please explain):</p> <p>In 2016, the Information Systems Department initiated a program to ensure the City’s information security is aligned with its strategic plan goals and is focused on protecting its most critical information and business processes. A strategic objective of the City’s information security program has been to use external resources for selected aspects of its cybersecurity defense. As part of that strategy, the City budgeted for Managed Security Services.</p> <p>The City utilized a two-phase Request for Proposal (RFP) process to select a Managed Security Services provider. The first phase of the selection process was the release of a Request for Qualifications (RFQ). 23 security services providers responded to the City’s RFQ. After evaluating RFQ responses, nine security providers were selected to receive the City’s RFP. After further evaluation, the proposal evaluation team selected Anthony Timbers LLC. Anthony Timbers not only met the City’s budget, but also proposed the most complete scope of services.</p> <p>Staff are proposing a three-year agreement with Anthony Timbers. The following table outlines the proposed costs for the agreement.</p> <table border="1" data-bbox="402 1381 873 1549"> <tr> <td>Year One</td> <td>\$188,284</td> </tr> <tr> <td>Year Two</td> <td>\$212,775</td> </tr> <tr> <td>Year Three</td> <td>\$213,807</td> </tr> <tr> <td>Total Cost</td> <td>\$614,866</td> </tr> </table>				Year One	\$188,284	Year Two	\$212,775	Year Three	\$213,807	Total Cost	\$614,866
Year One	\$188,284										
Year Two	\$212,775										
Year Three	\$213,807										
Total Cost	\$614,866										
Attachments (please list): Resolution											
Recommendation/Suggested Action (briefly explain): Recommendation to approve an agreement with Anthony Timbers LLC for Managed Security Services for \$614,866.											

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

**A Resolution to Execute an Agreement with Anthony Timbers LLC for
Managed Security Services for a Three-Year Term for \$614,866**

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

WHEREAS, the information assets of the City are essential to its business operations and City staff have a responsibility to ensure that confidential information is protected, the integrity of its data is maintained, and information systems are available when needed to support City business; and

WHEREAS, a strategic objective of the City's information security program has been to use external resources for selected aspects of its cybersecurity defense; and

WHEREAS, the Information Systems Department solicited a Request for Proposals for Managed Security Services; and

WHEREAS, Anthony Timbers LLC submitted a proposal that met the City's requirements at the best value;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, an Agreement with a Three-Year Term be approved with Anthony Timbers LLC in the submitted amount.

PRESENTED to the City Council of the City of St. Charles, Illinois, this ____ day of _____, 2023

PASSED by the City Council of the City of St. Charles, Illinois, this ____ day of _____, 2023

APPROVED by the Mayor of the City of St. Charles, Illinois, this ____ day of _____, 2023

Lora Vitek, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain: