#### **AGENDA**

# THE CITY OF ST. CHARLES GOVERNMENT OPERATIONS COMMITTEE

### ALD. STEVE WEBER, CHAIR

#### MONDAY, APRIL 7, 2025

# IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING CITY COUNCIL CHAMBERS – 2 EAST MAIN STREET

- 1. Call to Order
- 2. Roll Call
- 3. Administrative

#### 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. Information Systems

 Recommendation to approve a **Resolution** Authorizing the Approval of an Agreement with Timmons Group for Geographic Information Systems Utility Network Migration Services.

#### 6. Finance Department

- \*a. Budget Revisions November 2024
- \*b. Budget Revisions March 2025
- c. Continuation of discussion on the FY 2025-26 Draft Budget and any potential changes.

#### 7. Police Department

- a. Recommendation to approve a **Resolution** for the contract and license agreement with A.I.D. (Association for Individual Development) for one year.
- \*b. Recommendation to approve the use of a portion of the First Street Plaza for 2025 STC Live events.

#### 8. Fire Department

 Recommendation to approve a **Resolution** to execute a License Agreement with the St. Charles Park District for the use of Langum Park for the Fireworks Event on July 4, 2025.

#### 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)

#### 11. 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 <a href="mailto:imcmahon@stcharlesil.gov">imcmahon@stcharlesil.gov</a>. 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).

	AGEN	IDA ITEM	EXECUTIVE SUMMARY	Agend	da Item number: 5a
CITY OF ST. CHARLES	Title:		n Authorizing the Approval of ar Geographic Information Systen	_	
ILLINOIS • 1834	Presenter:	Eric Creigl	nton, GIS Coordinator		
Meeting: Gov	ernment Ope	erations Co	nmittee Date: A	pril 7, 20	025
Proposed Cost	: \$99,470		Budgeted Amount: \$100,000	Not Budgeted:	
TIF District: N	one				

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

The City's Geographic Information System (GIS) is a core technology that is used at the City for many essential business processes, including management of property information, emergency operations, and utility infrastructure management. The Utility Network migration project helps to achieve the City's Strategic Plan goal of implementing technology, such as GIS, to improve processes and increase efficiency.

The Utility Network migration project is composed of three phases. Phase 1, which covered the City's water utility, was approved in FY 24 and successfully completed this year. Phase 2, which covers the proposed recommendation, encompasses the stormwater and sanitary sewer data model migration. Phase 3 will include migration of electric utility data.

The existing Utility GIS database model has served the City well the past 15 years for the collection and growth of the water, sanitary, stormwater and electric utilities. With the existing database model nearing end of support, the City is adopting the industry standard Esri Utility Network data model. The Utility Network provides a standard database model that will easily integrate with future systems, extend editing capabilities to City staff on web and mobile platforms, and improve data integrity. The Utility Network also provides enhanced functionality of network tracing. Network tracing allows City staff to isolate areas, return customer information, or filter specific data for portions of a utility, or the entire utility.

A Request for Proposal was released in FY 24, and based on qualifications, experience, and cost, the Timmons Group was selected to lead the Utility Network migration. Timmons Group is an engineering company and an Esri-certified Utility Network Specialty Partner, with more than 20 years in utility GIS services and multiple successful Utility Network migrations. As part of Phase 1, the exceptional services provided by the Timmons Group resulted in the City water utility being successfully migrated to the Utility Network. If approved, Phase 2 will allow Timmons Group to continue to work with the City to migrate the City's stormwater and sanitary systems into the Utility Network data model.

Phase 2 scope of work includes the following tasks:

- Data migration of the stormwater utility
- Data migration of the sanitary utility
- Integration of OpenGov Asset Management with the stormwater and sanitary Utility Network data
- Testing of the Utility Network for stormwater & sanitary utilities.
- Training on the Utility Network and system Go Live

#### Attachments (please list):

- Resolution
- •

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

Recommend approval of a resolution authorizing an agreement with Timmons Group for \$99,470 for Utility Network Migration Services.

# City of St. Charles, Illinois Resolution No.

#### A Resolution to Execute an Agreement with Timmons Group, Inc. for Utility Network Migration Services in the submitted amount

# Presented & Passed by the City Council on

WHEREAS, the City's Geographic Information Systems is a core technology that is used at the City for many essential business processes; and

WHEREAS, the City's Geographic Information Systems' current data model is non-standard and will become unsupported; and

WHEREAS, a City strategic direction is to ensure organizational resilience by implementing technology to improve processes and increase efficiencies; and

WHEREAS, the Information Systems Department solicited a Request for Proposal for Utility Network Migration Services; and

WHEREAS, Timmons Group, Inc. 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 be approved with Timmons Group, Inc. in the submitted amount.

PRESENTED to the City Council of t of, 2025	the City of St. Charles, Illinois, this day
PASSED by the City Council of the C, 2025	City of St. Charles, Illinois, this day of
APPROVED by the Mayor of the City, 2025	y of St. Charles, Illinois, this day of
	Lora Vitek, Mayor
ATTEST:	
City Clerk	
COUNCIL VOTE:	
Ayes:	
Nays:	
Absent: Abstain:	
Austain.	

JE TYPE	JE#	BUDGET#	COMPANY	FISCAL YEAR	PERIOD	DATE	ACCT-UNIT	ACCOUNT	AMOUNT	DESCRIPTION
Budget Transfer	47	100	1000	2025	7	11/05/2024	220552	56101	(90,950.00)	Transfer from WW6034 to WW6031
Budget Transfer	47	100	1000	2025	7	11/05/2024	220552	56150	(18,189.00)	Transfer from WW6034 to WW6031
Budget Transfer	47	100	1000	2025	7	11/05/2024	220552	56101	109,139.00	Transfer from WW6034 to WW6031
	47 Tota	ıl							-	
Budget Transfer	48	100	1000	2025	7	11/07/2024	513511	56200	(20,220.00)	Sidewalk GAP fill program
Budget Transfer	48	100	1000	2025	7	11/07/2024	513511	56150	20,220.00	Sidewalk GAP fill program
Budget Addition	48	100	1000	2025	7	11/07/2024	100300	52000	2,190.00	Supplies - Tactical Training
Budget Addition	48	100	1000	2025	7	11/07/2024	100300	52201	263.00	Plaques - Tactical Training
Budget Addition	48	100	1000	2025	7	11/07/2024	100300	52205	64.00	Tactical Training Reception
Budget Addition	48	100	1000	2025	7	11/07/2024	100300	54519	336.00	Artwork - Tactical Training
Budget Addition	48	100	1000	2025	7	11/07/2024	100300	56099	12,520.00	Interior signage - Tactical Training
Budget Addition	48	100	1000	2025	7	11/07/2024	100900	31199	(15,373.00)	Police Department Additions
Budget Transfer	48	100	1000	2025	7	11/07/2024	100220	51300	66.00	GFOA Course
Budget Transfer	48	100	1000	2025	7	11/07/2024	100222	51300	(66.00)	GFOA Course
	48 Tota	ıl							-	
Budget Addition	49	100	1000	2025	7	11/11/2024	803110	54360	25,429.00	Liability Insurance Premiums
Budget Addition	49	100	1000	2025	7	11/11/2024	803900	31199	(25,429.00)	Liability Insurance Premiums
Budget Addition	49	100	1000	2025	7	11/11/2024	200520	54360	4,662.00	Liability Insurance Premiums
Budget Addition	49	100	1000	2025	7	11/11/2024	200900	31199	(4,662.00)	Liability Insurance Premiums
Budget Addition	49	100	1000	2025	7	11/11/2024	210540	54360	1,005.00	Liability Insurance Premiums
Budget Addition	49	100	1000	2025	7	11/11/2024	210900	31199	(1,005.00)	Liability Insurance Premiums
Budget Addition	49	100	1000	2025	7	11/11/2024	220550	54360	3,274.00	Liability Insurance Premiums
Budget Addition	49	100	1000	2025	7	11/11/2024	200900	31199	(3,274.00)	Liability Insurance Premiums
	49 Tota	ıl							-	
Budget Transfer	50	100	1000	2025	7	11/12/2024	100300	51300	(2,500.00)	Conference lodging
Budget Transfer	50	100	1000	2025	7	11/12/2024	100300	51401	2,500.00	Conference lodging
	50 Tota	ıl							-	
Budget Addition	51	100	1000	2025	7	11/13/2024		51205	4,942.00	Workers' Comp Claims
Budget Addition	51	100	1000	2025	7	11/13/2024	100510	51205	1,779.00	Workers' Comp Claims
Budget Addition	51	100	1000	2025	7	11/13/2024	100900	31199	(6,721.00)	Workers' Comp Claims
Budget Addition	51	100	1000	2025	7	11/13/2024	200521	51205	2,427.00	Workers' Comp Claims
Budget Addition	51	100	1000	2025	7	11/13/2024	200900	31199	(2,427.00)	Workers' Comp Claims
	51 Tota	ıl							-	
Budget Addition	52	100	1000	2025	7	11/21/2024	100510	52100	300.00	Retirement Reception
Budget Addition	52	100	1000	2025	7	11/21/2024	100900	31199	, ,	Retirement Reception
Budget Transfer	52		1000	2025	7	11/21/2024		51601		Repl worn clothing
Budget Transfer	52	100	1000	2025	7	11/21/2024	200521	54308	(3,000.00)	Repl worn clothing
	52 Tota	ıl							-	
Budget Addition	53	100	1000	2025	7	11/22/2024	220551	54306	80,000.00	Bio-solid hauling
Budget Addition	53	100	1000	2025	7	11/22/2024	220900	31199	(80,000.00)	Bio-solid hauling
	53 Tota	ıl							-	

JE TYPE	JE#	BUDGET#	COMPANY	FISCAL YEAR	PERIOD	DATE ACCT-UNIT	ACCOUNT	AMOUNT DESCRIPTION
Budget Addition	54	100	1000	2025	7	11/25/2024 801512	56004	500.00 Repl computers-Windows
Budget Addition	54	100	1000	2025	7	11/25/2024 801900	36301	(500.00) Repl computers-Windows
Budget Addition	54	100	1000	2025	7	11/25/2024 800223	56004	2,700.00 Repl computers-Windows
Budget Addition	54	100	1000	2025	7	11/25/2024 800900	36301	(2,700.00) Repl computers-Windows
Budget Addition	54	100	1000	2025	7	11/25/2024 200520	56004	2,100.00 Repl computers-Windows
Budget Addition	54	100	1000	2025	7	11/25/2024 200900	36301	(2,100.00) Repl computers-Windows
Budget Addition	54	100	1000	2025	7	11/25/2024 210540	56004	6,800.00 Repl computers-Windows
Budget Addition	54	100	1000	2025	7	11/25/2024 210900	36301	(6,800.00) Repl computers-Windows
Budget Addition	54	100	1000	2025	7	11/25/2024 520200	56004	77,000.00 Repl computers-Windows
Budget Addition	54	100	1000	2025	7	11/25/2024 520900	36301	(77,000.00) Repl computers-Windows
Budget Addition	54	100	1000	2025	7	11/25/2024 200520	56004	1,000.00 Repl Network Switch
Budget Addition	54	100	1000	2025	7	11/25/2024 200900	36301	(1,000.00) Repl Network Switch
Budget Addition	54	100	1000	2025	7	11/25/2024 210540	56004	11,300.00 Repl SCADA firewall
Budget Addition	54	100	1000	2025	7	11/25/2024 210900	36306	(11,300.00) Repl SCADA firewall
Budget Addition	54	100	1000	2025	7	11/25/2024 220550	56004	6,900.00 Repl SCADA firewall
Budget Addition	54	100	1000	2025	7	11/25/2024 220900	36306	(6,900.00) Repl SCADA firewall
Budget Addition	54	100	1000	2025	7	11/25/2024 520200	56004	31,000.00 3 Switch Replacements
Budget Addition	54	100	1000	2025	7	11/25/2024 520900	36308	(31,000.00) 3 Switch Replacements
	54 Tota  Grand 1							_
	Chairm	ian, Govern	ment Opera	itions Commi	ttee	Date		
	Vice Ch	nairman, Go	vernment C	perations Co	mmittee	Date		
	Fig	- Discretes				Data		
		e Director				Date		
	Except	ions:						

CITY OF ST. CHARLES
Budget Revision Listing

JE TYPE	JE#	BUDGET#	COMPANY	FISCAL YEAR	PERIOD	DATE	ACCT-UNIT	ACCOUNT	AMOUNT DESCRIPTION
Budget Transfer	105	100	1000	2025	11	03/03/2025	100510	52700	7,000.00 For misc parts/projects
Budget Transfer	105	100	1000	2025	11	03/03/2025	100510	54456	(7,000.00) For misc parts/projects
	105 Total								-
Budget Transfer	106	100	1000	2025	11	03/03/2025	200522	51601	2,500.00 For safety clothing
Budget Transfer	106	100	1000	2025	11	03/03/2025	200900	31199	(2,500.00) For safety clothing
Budget Transfer	106	100	1000	2025	11	03/03/2025	804530	56213	(2,500.00) For safety clothing
Budget Transfer	106	100	1000	2025	11	03/03/2025	804900	31199	2,500.00 For safety clothing
	106 Total								-
Budget Addition	107	100	1000	2025	11	03/04/2025	210541	52805	5,000.00 For concrete on watermn breaks
Budget Addition	107	100	1000	2025	11	03/04/2025	210900	31199	(5,000.00) For concrete on watermn breaks
Budget Addition	107	100	1000	2025	11	03/04/2025	220551	52400	3,000.00 For fuel at Riverside Lift St
Budget Addition	107	100	1000	2025	11	03/04/2025	220900	31199	(3,000.00) For fuel at Riverside Lift St
	107 Total								-
Budget Transfer	108	100	1000	2025	11	03/06/2025	100210	51304	68.00 For IAAP membership
Budget Transfer	108	100	1000	2025	11	03/06/2025	100210	51400	(68.00) For IAAP membership
	108 Total								-
Budget Transfer	109	100	1000	2025	11	03/06/2025	100500	54402	1,500.00 For copier maintenance
Budget Transfer	109	100	1000	2025	11	03/06/2025	100500	51300	(1,500.00) For copier maintenance
	109 Total								-
Budget Transfer	110	100	1000	2025	11	03/06/2025	220551	56002	51,230.00 For ES Lift Station pump fail
Budget Transfer	110	100	1000	2025	11	03/06/2025	220551	56150	(51,230.00) For ES Lift Station pump fail
	110 Total								-
Budget Addition	111	100	1000	2025	11	03/07/2025	220552	54399	3,500.00 For homeowner assistance/sewer
Budget Addition	111	100	1000	2025	11	03/07/2025	220900	31199	(3,500.00) For homeowner assistance/sewer
	111 Total								-
Budget Transfer	112	100	1000	2025	11	03/07/2025	200521	52000	1,000.00 For printer cartridges
Budget Transfer	112	100	1000	2025	11	03/07/2025	200521	54308	(1,000.00) For printer cartridges
	112 Total								-
Budget Transfer	113	100	1000	2025	11	03/10/2025	100510	52310	3,000.00 To cover Lowes purchases
Budget Transfer	113	100	1000	2025	11	03/10/2025	100510	54307	(3,000.00) To cover Lowes purchases
	113 Total								-
Budget Addition	114	100	1000	2025	11	03/14/2025	100300	54350	703.00 For Tri-Com Quarterly Billing
Budget Addition	114	100	1000	2025	11	03/14/2025	100900	31199	(703.00) For Tri-Com Quarterly Billing
Budget Addition	114	100	1000	2025	11	03/14/2025	210541	52805	6,000.00 For stone/gravel (watermain)
Budget Addition	114	100	1000	2025	11	03/14/2025	210900	31199	(6,000.00) For stone/gravel (watermain)
	114 Total								-

# CITY OF ST. CHARLES Budget Revision Listing

JE TYPE	JE#	BUDGET#	COMPANY	FISCAL YEAR	PERIOD	DATE	ACCT-UNIT	ACCOUNT	AMOUNT DESCRIPTION
Budget Transfer	115	100	1000	2025	11	03/14/2025	100200	52100	100.00 For refreshment supplies
Budget Transfer	115	100	1000	2025	11	03/14/2025	100200	52101	(100.00) For refreshment supplies
	115 Total								-
Budget Transfer	116	100	1000	2025	11	03/14/2025	100603	51600	1,750.00 For uniforms/union stipend-new
Budget Transfer	116	100	1000	2025	11	03/14/2025	100603	54189	(1,750.00) For uniforms/union stipend-new
	116 Total								-
Budget Addition	117	100	1000	2025	11	03/17/2025	100220	54110	8,000.00 To cover legal fees for PTAB
Budget Addition	117	100	1000	2025	11	03/17/2025	100900	31199	(8,000.00) To cover legal fees for PTAB
	117 Total								-
Budget Transfer	118	100	1000	2025	11	03/17/2025	100300	56002	27,038.00 For purchase of spectrometer
Budget Transfer	118	100	1000	2025	11	03/17/2025	100300	52310	(27,038.00) For purchase of spectrometer
	118 Total								-
Budget Transfer	119	100	1000	2025	11	03/18/2025	100222	52000	400.00 For office supplies
Budget Transfer	119	100	1000	2025	11	03/18/2025	100222	51305	(400.00) For office supplies
	119 Total								-
Budget Transfer	120	100	1000	2025	11	03/18/2025	220552	52310	2,137.00 For a RD 7200 Kit Line locator
Budget Transfer	120	100	1000	2025	11	03/18/2025	220552	52305	(2,137.00) For a RD 7200 Kit Line locator
	120 Total								-
Budget Transfer	121	100	1000	2025	11	03/19/2025	100650	54540	615.00 For LoopNet advertising
Budget Transfer	121	100	1000	2025	11	03/19/2025	100650	54150	(615.00) For LoopNet advertising
	121 Total								-
Budget Transfer	122	100	1000	2025	11	03/20/2025	803110	54360	1,427.00 For premium incr/PD Tactical facility
Budget Transfer	122	100	1000	2025	11	03/20/2025	803110	55180	(1,427.00) For premium incr/PD Tactical facility
	122 Total								-
Budget Transfer	123	100	1000	2025	11	03/20/2025	100220	52100	400.00 For coffee supplies
Budget Transfer	123	100	1000	2025	11	03/20/2025	100220	55202	(400.00) For coffee supplies
	123 Total								-
Budget Transfer	124	100	1000	2025	11	03/21/2025	100500	56004	2,000.00 For laptop for Civil Engineer
Budget Transfer	124	100	1000	2025	11	03/21/2025	100500	51300	(2,000.00) For laptop for Civil Engineer
	124 Total								-
Budget Addition	125	100	1000	2025	11	03/21/2025	210541	54308	10,000.00 For restoration/landscaping
Budget Addition	125	100	1000	2025	11	03/21/2025	210900	31199	(10,000.00) For restoration/landscaping
	125 Total								-
Budget Addition	126	100	1000	2025	11	03/21/2025	100300	54520	3,000.00 For warning notices/tickets
Budget Addition	126	100	1000	2025	11	03/21/2025	100900	31199	(3,000.00) For warning notices/tickets
	126 Total								-

CITY OF ST. CHARLES
Budget Revision Listing

JE TYPE	JE#	BUDGET#	COMPANY	FISCAL YEAR	PERIOD	DATE	ACCT-UNIT	ACCOUNT	AMOUNT	DESCRIPTION
Budget Transfer	127	100	1000	2025	11	03/24/2025	100210	51304	250.00	For membership-100 Club of IL
Budget Transfer	127	100	1000	2025	11	03/24/2025	100210	51401	(250.00)	For membership-100 Club of IL
	127 Total								-	
Budget Transfer	128	100	1000	2025	11	03/24/2025	100401	54350	3,635.00	For Tri-Com invoice
Budget Transfer	128	100	1000	2025	11	03/24/2025	100401	56099	(3,635.00)	For Tri-Com invoice
	128 Total								-	
Budget Addition	129	100	1000	2025	11	03/25/2025	200520	56301	2,000.00	For engineering analysis software
Budget Addition	129	100	1000	2025	11	03/25/2025	200900	31199	(2,000.00)	For engineering analysis software
	129 Total								-	
Budget Addition	130	100	1000	2025	11	03/26/2025	100510	52100	300.00	For monthly ice expense
Budget Addition	130	100	1000	2025	11	03/26/2025	100900	31199	(300.00)	For monthly ice expense
	130 Total								-	
Budget Transfer	131	100	1000	2025	11	03/26/2025	220552	52100	300.00	For monthly ice expense
Budget Transfer	131	100	1000	2025	11	03/26/2025	220552	51300	(300.00)	For monthly ice expense
	131 Total								-	
Budget Addition	132	100	1000	2025	11	03/26/2025	210541	52805	10,000.00	For stone/gravel-watermain
Budget Addition	132	100	1000	2025	11	03/26/2025	210900	31199	(10,000.00)	For stone/gravel-watermain
	132 Total								-	
Budget Transfer	133	100	1000	2025	11	03/26/2025	100500	52310	5,500.00	For survey/construction supply
udget Transfer	133	100	1000	2025	11	03/26/2025	100500	51300	(5,500.00)	For survey/construction supply
	133 Total								-	
udget Transfer	134	100	1000	2025	11	03/27/2025	801512	51601	960.00	For uniform laundering
udget Transfer	134	100	1000	2025	11	03/27/2025	801512	52310	(960.00)	For uniform laundering
	134 Total								-	
Budget Transfer	135	100	1000	2025	11	03/31/2025	100603	54110		For anticipated legal fees
Budget Transfer	135	100	1000	2025	11	03/31/2025	100600	54110	(5,000.00)	For anticipated legal fees
	135 Total								-	
Budget Transfer	136	100	1000	2025	11	03/31/2025	100510	54305		For landscaping contract
udget Transfer	136	100	1000	2025	11	03/31/2025	100510	54456	(20,000.00)	For landscaping contract
	136 Total								-	
Budget Transfer	137	100	1000	2025	11	03/31/2025	100111	52205		For reception signage
Budget Transfer	137	100	1000	2025	11	03/31/2025	100111	54540	(1,873.00)	For reception signage
	137 Total								-	

Grand Total -

### CITY OF ST. CHARLES

**March 2025** 

### **Budget Revision Listing**

JE TYPE	JE# BUDGET# COMPANY FISCAL YEAR PERIOD	DATE	ACCT-UNIT ACCOUNT	AMOUNT	DESCRIPTION
	Chairman, Government Operations Committee		Date		
	Chairman, Government Operations Committee		Date		
	Vice Chairman, Government Operations Committee		Date		
	Finance Director		Date		
	Exceptions:				

	AGEN	IDA ITEM	EXECUTIVE SUMMARY	Agen	da Item number: 6c				
	Title:	Discussion	Discussion of Draft FY 2025-26 Draft Budget						
CITY OF ST. CHARLES ILLINOIS • 1834	Presenter:	nter: Bill Hannah, Director of Finance							
Meeting: Government Operations Committee Date: April 7, 2025									
Proposed Cost: \$ <i>N</i> ∕ <i>A</i> Budgeted Amount: \$221,235,287 Not Budgeted: □									
TIF District: None									
Executive Sum	mary (if not	budgeted,	olease explain):						
City's FY 2025-during that preplace on April 3 Since the present the been indicated from the Budge Any changes to	26 Draft Bud sentation the other also at the other sentation, a decorption, and the iterest overview put the Draft Budg	get effective at an opposite Governmesire for dismission the presentation and get as a reduction and get as a redu	ions Committee meeting, staff pree for the fiscal year beginning Martunity for follow-up discussion or nent Operations Committee.  cussion on general capital project agenda. Staff will have available to non March 17 <sup>th</sup> to help facilitate esult of the follow-up discussion to the follow-up discussion to the will be presented for ap	ay 1, 20 n the D ts budg the pre furthe will be	oraft Budget would take geted for next year has esentation materials r discussion.				
Attachments (	please list):								
Recommendat	ion/Suggest	ed Action (	briefly explain):						
Further discuss	sion on the F	Y 2025-26 [	Praft Budget and any potential ch	anges.					

A 277 E W 2/2	AGENDA ITEM EXECUTIVE SUMMARY Agenda Item number: 7a							
		Recommendation to Approve a Resolution for the One Year						
	Title:	Contract and License Agreement with A.I.D. (Association for						
		Individu	Individual Development)					
CITY OF ST. CHARLES ILLINOIS • 1834	Presenter:	Acting Police Chief Clark						
Meeting: Gov	vernment Ope	erations Co	mmittee <b>Date</b> :	April 7, 2025				
Proposed Cos	t: \$80,000.00	)	Budgeted Amount: \$	Not Budgeted:				
TIF District: (	Choose an item	1.						
Executive Sun	nmary (if not	budgeted,	please explain):					
			develop strong relationships w ff alike to enhance overall oper	ithin the community and				
enhance rapp A.I.D. offers a A.I.D. in is the full-time. A or effective May	multitude of personal victims Service ne-year control of 1, 2025 throughted office specific s	ers and state programs a ces Program act is what ugh April 30	develop strong relationships we ff alike to enhance overall operand support. The program the Fm; in addition to having a counce the Police Department is property, 2026. A license is also a part of	ational effectiveness. Police Department partners with selor housed at the Department				
enhance rapp A.I.D. offers a A.I.D. in is the full-time. A or effective May worker is prov client referral: The City budg contract also i	multitude of particular with office of particular with office of particular with the p	programs aces Programs act is what agh April 30 pace within pense thro	develop strong relationships we ff alike to enhance overall operand support. The program the Fm; in addition to having a counce the Police Department is property, 2026. A license is also a part of	ithin the community and ational effectiveness.  Police Department partners with selor housed at the Department pasing with the contract dates of this partnership as the Social ur in-house social worker had 58 annual operating budget. This				
enhance rapp A.I.D. offers a A.I.D. in is the full-time. A or effective May worker is prov client referrals The City budg contract also i departments This year's ago Mental Health	multitude of part with office multitude of part victims Servione-year control of the servione service of the se	programs aces Programs act is what agh April 30 pace within pense thro 4/7 on-call vices for reaction of the portion of the program of the pr	develop strong relationships were alike to enhance overall operations and support. The program the Parties in addition to having a counse the Police Department is properties also a parties our police facility. Last year, our police facility. Last year, our services AID offers and the available and the available are \$80,000. The City hopes to restrict amount. Last year, we were	ithin the community and ational effectiveness.  Police Department partners with selor housed at the Department posing with the contract dates of this partnership as the Social ur in-house social worker had 58 annual operating budget. This				

Recommendation to approve a resolution for the contract and license agreement with A.I.D.

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

(Association for Individual Development) for one year.

City of St. Charles,	Illinois
Resolution No.	

# A Resolution to approve a Social Worker Agreement for FY 2025-2026 with the Association for Individual Development (A.I.D.)

Presented &	Passed by the
<b>City Council on</b>	

WHERAS the annual agreement with A.I.D. for social worker police services within the police department has been updated for the next fiscal year.

THERFORE, 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 A.I.D. be executed.

Presented to the City Council of the City of St. Charles, Illinois this \_\_\_\_\_\_ day of April 2025.

Passed by the City Council of the City of St. Charles, Illinois this \_\_\_\_\_\_ day of April 2025.

Approved by the Mayor of the City of St. Charles, Illinois this \_\_\_\_\_\_ day of April 2025.

Mayor Lora Vitek

ATTEST::\_\_\_\_\_\_\_ City Clerk

#### **COUNCIL VOTE:**

Ayes: Nays: Abstain:

Absent:

#### **LICENSE AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 2025, 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:

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

<u>Section 2.</u> <u>Grant.</u> 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.

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

<u>Section 4.</u> <u>Liens.</u> 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 sue 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.

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

<u>Section 8.</u> <u>Insurance.</u> 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.

<u>Section 11.</u> <u>No Lease or Easement.</u> 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.

<u>Section 12.</u> <u>Relationship of the Parties.</u> 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.

<u>Section 13.</u> <u>Term.</u> 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. <u>Termination</u>. 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.

<u>Section 15.</u> <u>Damage and Destruction</u>. 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.

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

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

<u>Section 19.</u> <u>Notices.</u> 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.

<u>Section 20.</u> 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 a	nd se	als (	on the
date first writte	en.										

	CITY OF ST. CHARLES
	By:
ATTEST:	
City Clerk	
	Association for Individual Development (A.I.D.)
	By:
ATTEST:	



# 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 victims 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, 2025 to April 30, 2026. 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 \$80,000, payable in quarterly installments of \$20,000.00 on May 1, 2025, August 1, 2025, November 1, 2025, and February 1, 2026.

Approval:	Date:	
Executive Director, Association for Individua	al Development	
Approval:	Date:	
City Administrator, City of St. Charles		

#### **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)

	AGENDA ITEM EXECUTIVE SUMMARY Agenda Item number: *7b							
	Title:		endation for Approval of Reserving a Portion of First					
STATE OF THE PARTY	Title:	Street Pl	aza for the 2025 STC Live Eve	ents				
CITY OF ST. CHARLES	Presenter:	Deputy Cl	Peputy Chief Rich Clark					
ILLINOIS • 1834								
Meeting: Gove	ernment Ope	rations Co	mmittee <b>Date:</b> Ap	ril 7, 2	025			
Proposed Cost	:		Budgeted Amount: \$		Not Budgeted:	]		
TIF District: Cl	hoose an iten	1.						
<b>Executive Sum</b>	mary (if not	budgeted, ¡	olease explain):					
The St. Charles Business Alliance is requesting use of the First Street Plaza on Wednesday and Friday evenings June – August 2025 from 6pm – 7:30pm.								
Performances will also be scheduled throughout the summer at private venues around town on select dates.								
No additional power will be needed for this request. The St. Charles Business Alliance will utilize the standard electricity already installed on First Street Plaza for these performances.								
Attachments (please list):								
None								
Recommendat	ion/Suggest	ed Action (	briefly explain):					
Recommendation to approve the use of a portion of the First Street Plaza for the 2025 STC Live								

events.

	AGEN	AGENDA ITEM EXECUTIVE SUMMARY Agenda Item number: 8a						
	Title:	Recommendation to approve a Resolution to Execute a License Agreement with the St. Charles Park District for the use of Langum Park for the Fireworks Event on July 4, 2025						
CITY OF ST. CHARLES ILLINOIS • 1834	Presenter:	Fire Chief	Fire Chief Jeremy Mauthe					
Meeting: Gove	rnment Oper	ations <b>I</b>	<b>Date:</b> April 7, 2025					
Proposed Cost	: \$19,137.00		Budgeted Amount: \$19,137.00	Not Budgeted:				
TIF District: No	ne							
Executive Sum	mary (if not b	oudgeted, p	olease explain):					
The St. Charles Park District has requested the use of Langum Park for an electronically controlled fireworks and pyrotechnics display on July 4, 2025, beginning at dusk. The Park District has hired Mad Bomber (Planet Productions) to conduct this event. They will coordinate with the Park District as their licensed pyrotechnics contractor. Mad Bomber will provide certified and experienced technicians to handle, transport, set up, fire, and remove all equipment. Additionally, Mad Bomber will be required to submit a fireworks permit to the Fire Department for approval prior to the event showing they meet all safety conditions and requirements. The City of St. Charles and the St. Charles Park District will enter into an agreement for the use of Langum Park for the fireworks display taking place on July 4, 2025, being that this is City-owned property. The attached agreement was drafted by Attorney Peppers last year and updated to reflect this year's information.  As has been customary in previous years, the City contributes financially to this event. The total contribution from the City for 2025 is \$19,137 out of the total cost of \$47,050.								

Attachments (please list):

License Agreement

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

Recommendation to approve a Resolution to Execute a License Agreement with the St. Charles Park District for the use of Langum Park for the Fireworks Event on July 4, 2025.

City of St.	Charles, Illinois
Resolution	No.

A Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to Execute a License Agreement for the use of Langum Park for an Electronically Fired Fireworks and Pyrotechnics Display on July 4, 2025.

Presented & Passed City Council on	•
BE IT RESOLVED by the City Council of the	e City of St. Charles, Kane and DuPage
Counties, Illinois, that the Mayor and City Clerk be and t	the same are hereby authorized to execute
certain Agreements, in substantially the form attached h	nereto and incorporated herein as Exhibit
"A", by and on behalf of the City of St. Charles.	
Presented to the City Council of the City of St. Cl	harles, Illinois thisday of,
2025. <b>Passed</b> by the City Council of the City of S	St. Charles, Illinois thisday of_
by the Mayor of the City of St. Charles, Illinois the	hisday of, 2025.
Lora A. Vit	tek, Mayor
ATTEST:	
City Clerk	
COUNCIL VOTE:	
Ayes:	
Nays:	
Abstain:	

Absent:

#### License Agreement

This License Agreement ("*License*") is made and entered into this 7th day of April, 2025, by and between the CITY OF ST. CHARLES, ILLINOIS, an Illinois municipal corporation (herein referred to as "*Licensor*"), and the Board of Commissioners of St. Charles Park District (herein referred to as "*Licensee*").

Licensee desires to enter onto the property commonly known as Langum Park, St. Charles, Illinois and within that area depicted on Exhibit A, attached hereto and made a part hereof (the "Property") for the purpose of Licensee's contractor conducting an electronically fired fireworks and pyrotechnics display in accordance with the agreement that is attached hereto as Exhibit C, on July \_\_\_\_\_, 2025, beginning at \_\_\_\_\_\_ (the "Event"); and the Licensor is willing to grant Licensee a license to do so, on the terms and conditions set forth below.

Licensor hereby grants Licensee and its contractors, subcontractors, invitees, employees and agents acting on its behalf, a temporary license to enter on the Property for the purposes of utilizing the Property for the Event, subject to the following terms and conditions:

(1) LICENSEE CONTRACTOR. Licensee represents and warrants to Licensor that it has hired \_\_\_\_\_\_ ("Contractor") to provide the fireworks for this Event. Contractor shall coordinate with the Licensor in performance of the Event.

On behalf of Licensee:

Contractor shall provide electronically fired fireworks and pyrotechnics displays pursuant to the shell parameters outlined in Exhibit B, attached hereto and made a part hereof. Contractor shall provide experienced and qualified technicians to set up, fire and remove all equipment. The pyro-technicians shall be certified and experienced in major fireworks shows and, in the handling, transporting and discharge of fireworks. At all times, Contractor shall comply with all applicable City, County and State codes and regulations governing fireworks and pyrotechnical displays, including but not limited to:

- A. NFPA 1123;
- B. International Fire Code Section 3308;
- C. All pyrotechnic assistants must be registered with the State Fire Marshal's Office;
- D. Pyrotechnic Distributor and Operator Licensing Act.

Contractor shall provide an on-site inventory check of shells to the Licensor, upon request. All fireworks and pyrotechnics packages shall be clearly labeled as to size, type, quantity and country of origin.

On or before the Event, (i) Contractor shall insure to the Licensor that all applicable (federal, state and local) permits are current and in good standing and will remain current and in good standing through the date of the Event, (ii) Contractor shall provide the Licensor with a copy of all applicable permits, and (iii) Contractor shall provide the Licensor with a certificate of good standing for Contractor from the Illinois Secretary of State, indicating Contractor is authorized to do business in the State of Illinois.

Contractor and Licensee shall provide the Licensor's officials, employees and Police and Fire Departments complete access to its operations on the date of the Event. Contractor shall provide the Licensor written procedures outlining

safety and operational plans for delivery, set-up and discharge of fireworks and pyrotechnics displays, and responses to variable weather.

Contractor and Licensee shall provide site clean-up, including removing all firing materials, debris, packing materials, and filling holes utilized for firing of displays. Contractor shall inspect the fallout zone at the end of the Event and at first dawn after the Event. Contractor shall be responsible for the recovery and removal of any unfired materials. Any shell that failed to explode shall be disposed of in accordance with all applicable laws and regulations.

(2) RESTRICTION ON USE. Licensee shall only use the Property for the purposes of the Event. The Licensee shall not alter the Property in any fashion without the written consent of the Licensor. Licensee shall, upon termination of this License, immediately cease use of and quit and deliver up the Property to the Licensor peaceably, quietly, and in as good order and condition as the same now are, normal wear and tear excepted.

Licensee shall comply with all applicable federal, state, county and local laws, regulations and ordinances, as may be applicable to the Event. Licensee shall comply with the applicable requirements of the City of St. Charles Police and Fire Departments in producing the Event and shall confer with said departments to ensure safety and compliance with all City of St. Charles Ordinances and State of Illinois regulations.

- CONDITION; MAINTENANCE; REPAIR; UTILITIES. Licensee accepts the Property in its current condition, and Licensor makes no representations concerning the condition of the Property. Licensor has no duty or obligation to maintain or repair the Property during the License Term. Any maintenance, repairs or alterations made to the Property by the Licensee shall be made at the sole expense of the Licensee, and the Licensee shall have no right to recover any such amounts from the Licensor. Further, Licensor shall not be liable to Licensee for any damage or injury to any of them or their property occasioned by the failure of the Licensor to keep the Property maintained and in repair; unless such damage or injury is a result of Licensor's negligence or willful misconduct. Except as approved by the Licensor, Licensee shall not attach, affix or exhibit, or permit to be attached, affixed or exhibited any articles of permanent or semi-permanent character or any sign, attached or detached, with any writing, printing of symbols thereof, on or about the Property, or upon any appurtenances thereto. The Licensee shall be responsible for and pay for any and all utilities required and utilized during the term of the License. In all events, Licensee shall be responsible and liable for the actions of its employees, guests, agents and the Contractor and its employees.
- (4) ASSUMPTION OF RISK. Licensee shall use the Property at its own risk; and Licensor shall not be liable for any damage to person or property resulting, directly or indirectly, from Licensee's use of the Property; unless such damage is caused by Licensor's negligence or willful misconduct.
- (5) INDEMNIFICATION. Licensee shall indemnify and save harmless Licensor and its officials, officers, employees, staff, contractors, agents, representatives, consultants, successors and assigns (collectively, the "Indemnitees"), from and against any and all losses, verifiable and substantiated damages, third-party claims, actions, liabilities, reasonable actual out-of-pocket costs and expenses including, without limitation, reasonable outside attorneys' fees and expenses that the Indemnitees may suffer, incur or sustain arising out of or relating to the activities of Licensee, Contractor or any guests, employees, agents, and invitees thereof, under this License, or any acts or omissions of Licensee or its Contractor, subcontractors, agents, employees, tenants, invitees or representatives hereunder, or with respect to or arising out of any use of the Property or the rights herein granted, or the performance or non-performance of Licensee's or Contractor's obligations hereunder. The Licensee, in

carrying out its obligations hereunder, shall use legal counsel reasonably acceptable to the Licensor. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage. The provisions of this Section 5 shall survive the termination of this License.

(6) INSURANCE. Not less than ten (10) days prior to commencing operations under this License, Licensee shall, at no cost to Licensor, acquire and maintain throughout the License the insurance coverage satisfactory to the Licensor, pursuant to Licensor's requirements. Acceptance by the Licensor of insurance submitted by the Licensee does not relieve or decrease in any manner the liability of the Licensee for performance of the obligations required under this Licensee. The Licensee shall increase such minimum limits upon receiving notice in writing from the Licensor. The Licensee is responsible for any losses, claims, and costs of any kind that Licensee's insurance does not cover.

In addition, the Licensee shall cause its Contractor to furnish to Licensor a certificate of insurance evidencing coverages and limits otherwise reasonably satisfactory to the Licensor, pursuant to Licensor's requirements. Such insurance shall be maintained during the License Term.

With the exception of Workers' Compensation insurance, the Licensor and its elected officials, officers, employees and agents shall be included as an additional insured under the insurance policies required herein. Coverage afforded the Licensor under these policies shall be primary insurance. If the Licensor has other insurance which is applicable to the loss, such other insurance shall be on an excess and/or contingent basis.

- (7) HAZARDOUS WASTE, SUBSTANCES, MATERIALS, EXPLOSIVES. Licensee shall not store, house, possess or permit any hazardous waste, hazardous substances, hazardous materials, or explosives, upon the Property, or any part thereof.
- (8) ASSIGNMENT AND SUB-LICENSING. Licensee shall not assign this License or any part hereof in any manner whatsoever nor shall it assign any of the privileges herein granted without the prior written consent of the Licensor, which consent may be withheld, conditioned or delayed in its sole and absolute discretion. The Licensee shall not sublicense or otherwise provide any successor or operational rights to the Property or any portion thereof, or any privileges granted herein, without the prior written consent of the Licensor, which may be withheld, conditioned or delayed in its sole discretion.
- (9) REVOCATION. In the event of any violation by Licensee of the terms of this License and upon five (5) business days prior written notice to Licensee by Licensor, except in the case of an emergency, this License and any rights granted herein may be revoked by the Licensor.
- (10) AUTHORITY. Each party warrants to the others that it is authorized to execute, deliver and perform this License. Each party warrants to the others that execution, delivery and performance of this License do not constitute a breach or violation of any agreement, undertaking, law or ordinance by which that party is bound. Each individual signing this License on behalf of a party warrants to the others that such individual is authorized to execute this License in the name of the party on whose behalf he or she executes it.

(11) REMEDIES. Licensor's sole remedy for breach of this Agreement by Licensee shall be an action at law for compensatory money damages (but not punitive or consequential). Licensor agrees not to seek, nor shall Licensor be entitled to, injunctive or other equitable relief. Licensor shall not be entitled to enjoin, restrain or otherwise impair Licensee's development, production, exhibition, advertising, promotion or other exploitation of the Event, or any other rights of Licensee hereunder.

#### (12) MISCELLANEOUS.

- (a) <u>No Liens</u>. Licensee shall pay for all labor done or materials furnished in the repair, replacement, development or improvement of the Property by Licensee, and shall keep the Property free and clear of any lien or encumbrance of any kind whatsoever created by Licensee's act or omission.
- (b) <u>Waivers</u>. No waiver of default by the Licensor or any of the terms, covenants or conditions hereof to be performed, kept and observed by Licensee shall be construed or operate as a waiver by the Licensor of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by Licensee.
- (c) <u>Waiver of Claims</u>. Licensee hereby waives any claim against the Licensor, and its elected officials, officers, agents and employees, that it may have on the date of execution of this License for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this License or any part thereof, or by any judgment or award in any suit or proceeding declaring this License null, void and voidable, or delaying the same or any part hereof from being carried out.
- (d) <u>Attorney's Fees</u>. In the event that the Licensor brings and prevails in any action, suit or proceeding to take possession of the Property or to ensure compliance with this License, Licensee shall pay the Licensor's reasonable outside attorney's fees, in an amount allowed by the court in said action, suit or proceeding.
- (e) <u>No Third-Party Beneficiary</u>. This License is made for the benefit of the parties hereto and nothing herein shall be construed to create any right or benefit enforceable by any third party.
- (f) <u>Survival of Certain Provisions</u>. Licensee shall remain obligated to the Licensor under all clauses of this License that expressly or by their nature extend beyond and survive the termination of this License, including the indemnity provisions hereof.
- (g) <u>Severability</u>. In the event any term, covenant or condition herein shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein, provided that such invalidity does not materially prejudice either the Licensee or the Licensee in their respective rights and obligations contained in the valid terms, covenants or conditions hereof.
- (h) <u>Written Amendment</u>. Unless otherwise provided herein, this License may be amended only by a written instrument duly executed by the parties.
  - (i) <u>Time of Essence</u>. Time is expressed to be of the essence in this License.

- (j) <u>Force Majeure</u>. Timely performance by both parties is essential to this License. However, neither party is liable to the other for damages resulting from delays or other failures to perform its obligations under this License to the extent the delay or failure is caused by Force Majeure. For purposes of this License, "Force Majeure" shall mean pandemics, epidemics, fires, floods, explosions and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.
- (k) <u>Notices</u>. All notices provided for herein shall be in writing and served or given by electronic delivery, with confirmation of receipt, hand delivery, or an overnight delivery service. Any notice permitted or required to be served upon Licensee may be served upon it at:

St. Charles Park District

Attn: Superintendent of Recreation 8 North Avenue St. Charles, IL 60174

Email: mkies@stcparks.org

Any	notice	permitted	or require	d to be	served	upon the	Licensor m	ay be served	d upon it at
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City of St. Charles Attn: City Administrator 2 East Main Street St. Charles, Illinois 60174 E-Mail: hmcguire@stcharlesil.gov Either party may give notice in writing to the other party of any change in such address, and, in such event, notices shall then be given to the party's substituted address. (k) <u>Venue</u>. This License is subject to and shall be interpreted under the laws of the State of Illinois. Court jurisdiction shall exclusively be in the Circuit Court of Kane County, Illinois. Licensee shall ensure that Licensee and its employees, agents and officers are familiar with and comply with all applicable federal, state and local laws, regulations and ordinances as now written or hereafter amended or promulgated. **LICENSOR** CITY OF ST. CHARLES, an Illinois municipal corporation Lora A. Vitek, Mayor Attest: \_\_\_ Nancy Garrison, City Clerk LICENSEE **BOARD OF COMMISSIONERS OF ST. CHARLES PARK DISTRICT** 

STATE OF ILLINOIS	)		
COUNTY OF KANE	) SS )		
of the Mayor and City Clerk, res foregoing License Agreement	, 2025, personal pectively, of the City o and acknowledged to	lic in and for said county and state, on this ly appeared Lora A. Vitek and Nancy Garrison, to me of St. Charles, an Illinois municipal corporation, who me that they executed the same as their free and y of St. Charles, for the uses and purposes therein set	e known to be executed the voluntary act
		Notary Public	
My Commission Expires:			
STATE OF)  COUNTY OF)	) SS		
for said State, persona of	ally appeared,executed the said ins	, 2025, before me, a Notary Public in, to me personally known as, who being by me duly sw trument as his/her voluntary act and deed for t	the vorn
	purposes	s set forth herein.	
		Notary Public	
My Commission Expires:			

#### **EXHIBIT A**

#### **LICENSE PROPERTY**

The property of parcels 0934288008 and 0934426001 including the boundaries from the Fox River east along Devereaux Way, north and then east along the Public Works fence line to Seventh Avenue. Then north to the parcel boundary then west along the northern parcel boundary to the Fox River.



#### **EXHIBIT B**

#### **FIREWORKS PARAMETERS**

The fireworks activity, launch, and show must conform to all applicable codes and standards, including those outlined in this document. The launch site shall be contained to the area outlined in the boxed area on the map. Any 6-inch shells shall have the smaller designated box maintaining a 420-foot distance from the public areas. The 5-inch and smaller shells shall have the larger designated box of at least 350-foot distance from the public.



### EXHIBIT C LICENSEE'S AGREEMENT WITH CONTRACTOR



#### ST. CHARLES PARK DISTRICT

101 South Second Street • St. Charles, IL 60174 • Ph: 630-584-1055 • Fax: 630-584-1396 • stcparks.org

March 12, 2025

Heather M. McGuire City Administrator City of St. Charles Two East Main Street St. Charles. Illinois 60174

#### Dear Heather:

On behalf of the St. Charles Park District, I would like to officially request that our agencies continue to partner on the successful July 4th Celebration community event. The second year of lauching the fireworks at Langum Park was well received by our residents and neighbors. For more than a decade, the City of St. Charles' generous contribution makes it possible for the Park District to be able to offer this popular event year after year.

This all-day, family-oriented community event, which takes place on Friday, July 4, will continue to feature picnicking in centrally-located parks and promote the downtown area. During the day, Pottawatomie Park visitors may enjoy miniature golf, swimming at Swanson Pool, golf at Pottawatomie Golf Course and paddlewheel riverboat cruises. As evening sets in, Mt. St. Mary Park and Langum Park will come alive with DJ entertainment and local food vendors.

We expect more than 15,000 people of all ages to enjoy the spectacular fireworks display. The total contractual expense budgeted for this year's non-stop, 25-minute show is \$47,050. We need to use larger shells in order to reach the appropriate height for best viewing in this launch location.

We are grateful for the City's financial contribution and would like to request \$19,137 to support this year's fireworks show. As always, we acknowledge the support provided by the Police and Fire Departments, which is very much appreciated by not only the Park Board but our entire community.

Certainly, please contact me if you have any questions. I look forward to hearing from you.

Thank you.

Sincerely,

Holly Cabel Director of Parks & Recreation St. Charles Park District 630-513-4333