

AGENDA
THE CITY OF ST. CHARLES
GOVERNMENT OPERATIONS COMMITTEE
ALD. STEVE WEBER, CHAIR
MONDAY, JUNE 2, 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. Finance

- a. Recommendation to approve a **Resolution** authorizing the Visitors Cultural Commission funding allocations for FY 25-26 and the related funding agreements.

6. Fire Department

- a. Recommendation to approve a permit for the St. Charles Country Club July 3rd, 2025 Fireworks Display.
- b. Recommendation to approve a permit for the St. Charles Park District July 4th, 2025 Fireworks Display.

7. Police Department

- a. Recommendation to approve a Denial of a Late-Night Permit to Saint Charles Sports, LLC, d/b/a El Santo Mexican Grill and Cantina, located at 3615 E. Main St., St. Charles, IL.

8. Public Comment

9. Additional Items from Mayor, Council or Staff


10. Executive Session

- 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)
- Personnel – 5 ILCS 120/2(c)(1)

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 (TTY), 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).

 CITY OF ST. CHARLES ILLINOIS • 1834	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 5a
	Title:	Recommendation to Approve a Resolution Authorizing the Visitors Cultural Commission Funding Allocations for FY 25-26 and the Related Funding Agreements.	
	Presenter:	Bill Hannah, Director of Finance	
Meeting: Government Operations Committee Date: June 2, 2025			
Proposed Cost: \$103,500		Budgeted Amount: \$103,500	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain): <p>The City annually budgets funds from a portion of the City's hotel/motel tax revenue to allocate to St. Charles-based nonprofit organizations providing programs that promote the arts and cultural events within the City. The allocation of these funds is determined by the City's Visitors Cultural Commission.</p> <p>Organizations providing relevant programs within the community submit funding requests to the Visitors Cultural Commission in April, after the Budget is approved by the City. The Visitors Cultural Commission then meets to review applications from these groups and then recommend/allocate funding based on established criteria using a scoring matrix. On May 7, 2025, the Visitors Cultural Commission heard presentations from eight (8) organizations that requested funding. The Visitors Cultural Commission then met again on May 14, 2025, to discuss the FY 25-26 funding requests and to decide on the final funding allocations.</p> <p>The recommended funding allocations are attached.</p> <p>Dr. Anne Becker will be present to outline highlights of the Visitors Cultural Commission's allocation process and answer any questions that they Committee may have.</p>			
Attachments (please list): *Resolution Authorizing the City to Execute Service Agreements Based on Recommendations from the Visitors Cultural Commission *Recommended Funding Allocations Schedule for FY 25-26 *Funding Agreements with Each Organization			
Recommendation/Suggested Action (briefly explain): Recommendation to approve a Resolution Authorizing the Mayor and City Clerk to Execute Service Agreements with the Organizations Selected by the Visitors Cultural Commission for Funding in the Total Amount of \$103,500 for Fiscal Year 2025-26.			

City of St. Charles
Visitors Cultural Commission
Funding for FY 2025-26
Summary of Average Scores

Organization	Rating Criteria						Total	% of Total	Calculated Award 2025-26	2025-26 Funding Requested	Final Award 2025-26	2024-25 Final Funding
	Economic impact	Enhance Community Culture	Resident benefit	Enhance St. Charles Reputation								
Fineline Creative Arts Center	7	9	8	8			32	13.45%	13,916	20,000	13,916	12,254
Fox Valley Concert Band	6	7	6	6			25	10.50%	10,872	15,000	10,872	10,538
Preservation Partners	6	8	8	8			30	12.61%	13,046	16,750	13,046	12,044
St Charles Art Council	8	8	9	8			33	13.87%	14,351	20,000	14,351	11,876
Norris Cultural Arts Center	7	7	7	7			28	11.76%	12,176	20,000	12,176	11,291
Sculpture in the Park	7	8	8	8			31	13.03%	13,481	15,000	13,481	12,044
St Charles Singers	8	8	8	8			32	13.45%	13,916	17,000	13,916	12,000
Kane did not apply							0	0.00%				10,538
Marquee Youth Stage	7	7	6	7			27	11.34%	11,742	20,000	11,742	10,915
TOTAL							238	100.00%	103,500	143,750	103,500	103,500

Evaluation Instructions

Use the below scale and correlate the rating criteria to each organization.

1 = Remote
3 = Moderate
5 = Strong
7 = Direct
9 = Direct and strong

Funds to Allocate
103,500

City of St. Charles, Illinois
Resolution No. _____

**A Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to
Execute Service Agreements with the Organizations Selected by the Visitors
Cultural Commission for Funding in the Total Amount of \$103,500 for Fiscal
Year 2025-2026**

**Presented & Passed by the
City Council on June 16, 2025**

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to execute certain Agreements, in substantially the form attached hereto 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. Charles, Illinois this 16th day of June 2025.

Passed by the City Council of the City of St. Charles, Illinois this 16th day of June 2025.

Approved by the Mayor of the City of St. Charles, Illinois this 16th day of June 2025.

Clint Hull, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the The Fine Line Creative Arts Center, an Illinois not-for-profit corporation, (hereinafter referred to as "the Arts Center,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Arts Center shall devote its exclusive energies to promote a quality image of St. Charles by providing various art forms in the City.

II. In consideration of the foregoing services provided by the Arts Center, the City agrees to pay to the Arts Center, the amount of Thirteen Thousand Nine Hundred Sixteen dollars and no/100 cents (\$13,916.00) for the period beginning May 1, 2025, and ending April 30, 2026. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Arts Center assists the City in obtaining shall be treated as a separate matter.

III. The Arts Center will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Arts Center is an independent contractor and has no authority to bind the City in any matter. The Arts Center further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Arts Center shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2026, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Arts Center will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Arts Center and not used or otherwise subject to pending contract requirements of the Arts Center shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____ 2025.

THE FINE LINE CREATIVE ARTS CENTER

By: _____
President

CITY OF ST. CHARLES

By: _____
Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the Fox Valley Concert Band, an Illinois not-for-profit corporation, (hereinafter referred to as the "the Band,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Band shall devote its exclusive energies to provide volunteer adult community concert band entertainment in accordance with the presentation of St. Charles based artists.

II. In consideration of the foregoing services provided by the Band, the City agrees to pay to the Band, the amount of Ten Thousand Eight Hundred and Seventy-Two dollars and no/100 cents (\$10,872.00) for the period beginning May 1, 2025, and ending April 30, 2026. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Band assists the City in obtaining shall be treated as a separate matter.

III. The Band will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Band is an independent contractor and has no authority to bind the City in any matter. The Band further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Band shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2026, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Band will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Band and not used or otherwise subject to pending contract requirements of the Band shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____ 2025.

**FOX VALLEY
CONCERT BAND**

CITY OF ST. CHARLES

By: _____
President

Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, Marquee Youth Stage, an Illinois not-for-profit corporation, (hereinafter referred to as "MY Stage") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the MY Stage shall devote its exclusive energies to provide performances and exhibits of a cultural nature within the City of St. Charles.

II. In consideration of the foregoing services provided by the MY Stage, the City agrees to pay to the MY Stage, the amount of Eleven Thousand Seven Hundred and Forty-Two dollars and no/100 cents (\$11,742.00) for the period beginning May 1, 2025, and ending April 30, 2026. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the MY Stage assists the City in obtaining shall be treated as a separate matter.

III. The MY Stage will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The MY Stage is an independent contractor and has no authority to bind the City in any matter. The MY Stage further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The MY Stage shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2026, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The MY Stage will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the MY Stage and not used or otherwise subject to pending contract requirements of the MY Stage shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2025.

MARQUEE YOUTH STAGE

CITY OF ST. CHARLES

By _____
President

Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the Dellora A. Norris Cultural Arts Center, an Illinois not-for-profit corporation, (hereinafter referred to as the "Cultural Center,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Cultural Center shall devote its exclusive energies to provide performances and exhibits of a cultural nature within the City of St. Charles.

II. In consideration of the foregoing services provided by the Cultural Center, the City agrees to pay to the Cultural Center, the amount of Twelve Thousand One Hundred Seventy-Six dollars and no/100 cents (\$12,176.00) for the period beginning May 1, 2025, and ending April 30, 2026. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Cultural Center assists the City in obtaining shall be treated as a separate matter.

III. The Cultural Center will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Cultural Center is an independent contractor and has no authority to bind the City in any matter. The Cultural Center further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Cultural Center shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2026, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Cultural Center will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Cultural Center and not used or otherwise subject to pending contract requirements of the Cultural Center shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2025.

DELLORA A. NORRIS
CULTURAL ARTS CENTER

CITY OF ST. CHARLES

By: _____
President

Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the Preservation Partners of the Fox Valley, an Illinois not-for-profit corporation, (hereinafter referred to as "the Preservation Partners,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Preservation Partners shall devote its exclusive energies to promote a quality image of St. Charles by providing historic restoration services desired by the City.

II. In consideration of the foregoing services provided by the Preservation Partners, the City agrees to pay to the Preservation Partners, the amount of Thirteen Thousand and Forty-Six dollars and no/100 cents (\$13,046.00) for the period beginning May 1, 2025 and ending April 30, 2026. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Preservation Partners assists the City in obtaining shall be treated as a separate matter.

III. The Preservation Partners will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Preservation Partners is an independent contractor and has no authority to bind the City in any matter. The Preservation Partners further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Preservation Partners shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2026, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Preservation Partners will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Preservation Partners and not used or otherwise subject to pending contract requirements of the Preservation Partners shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2025.

PRESERVATION PARTNERS

By: _____
Executive Director

CITY OF ST. CHARLES

By: _____
Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the St Charles Parks Foundation, an Illinois not-for-profit corporation sponsoring the Sculpture in the Park event, (hereinafter referred to as "the Sculpture,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Sculpture shall devote its exclusive energies to promote a quality image of St. Charles by providing various art forms in the City.

II. In consideration of the foregoing services provided by the Sculpture, the City agrees to pay to the Sculpture, the amount of Thirteen Thousand Four Hundred Eighty-One dollars and no/100 cents (\$13,481.00) for the period beginning May 1, 2025, and ending April 30, 2026. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Sculpture assists the City in obtaining shall be treated as a separate matter.

III. The Sculpture will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Sculpture is an independent contractor and has no authority to bind the City in any matter. The Sculpture further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Sculpture shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2026, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Sculpture will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Sculpture and not used or otherwise subject to pending contract requirements of the Sculpture shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2025.

ST CHARLES PARKS FOUNDATION

By: _____
President

CITY OF ST. CHARLES

By: _____
Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the St. Charles Singers, an Illinois not-for-profit corporation, (hereinafter referred to as "the Singers,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Singers shall devote its exclusive energies to providing subscription series concerts and benefit concerts for worthy causes.

II. In consideration of the foregoing services provided by the Singers, the City agrees to pay to the Singers, the amount of Thirteen Thousand Nine Hundred and Sixteen dollars and no/100 cents (\$13,916.00) for the period beginning May 1, 2025 and ending April 30, 2026. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Singers assists the City in obtaining shall be treated as a separate matter.

III. The Singers will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Singers is an independent contractor and has no authority to bind the City in any matter. The Singers further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Singers shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2026, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Singers will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Singers and not used or otherwise subject to pending contract requirements of the Singers shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____ 2025.

ST. CHARLES SINGERS

By: _____
President

CITY OF ST. CHARLES

By: _____
Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the St. Charles Arts Council, an Illinois not-for-profit corporation, (hereinafter referred to as "the Arts Council,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Arts Council shall devote its exclusive energies to provide various art forms within the City of St. Charles.

II. In consideration of the foregoing services provided by the Arts Council, the City agrees to pay to the Arts Council, the amount of Fourteen Thousand Three Hundred and Fifty-One dollars and no/100 cents (\$14,351.00) for the period beginning May 1, 2025, and ending April 30, 2026. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Arts Council assists the City in obtaining shall be treated as a separate matter.

III. The Arts Council will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Arts Council is an independent contractor and has no authority to bind the City in any matter. The Arts Council further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Arts Council shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2026, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Arts Council will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Arts Council and not used or otherwise subject to pending contract requirements of the Arts Council shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.


IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2025.

ST. CHARLES ARTS COUNCIL

CITY OF ST. CHARLES

By _____
Executive Director

Mayor

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 6a
	Title:	Recommendation to Approve a Permit for the St. Charles Country Club July 3rd, 2025 Fireworks Display	
	Presenter:	Deputy Chief Jason Peterson	
Meeting: Government Operations Committee		Date: June 2, 2025	
Proposed Cost: \$ N/A		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: None			
<p>Executive Summary (if not budgeted, please explain):</p> <p>In accordance with City Ordinance 8.20.010 B. (Fireworks and Explosives), “No public exhibition of fireworks or pyrotechnics shall be given unless a permit therefore is first secured from the Mayor and City Council thirty (30) days before the time of such display.”</p> <p>The St. Charles Country Club has submitted a permit application for a fireworks display scheduled for July 3rd, 2025. The display will be conducted from the Country Club grounds by Pyrotecnico Fireworks, Inc., a licensed and insured pyrotechnic distributor.</p> <p>The proposed show includes aerial shells ranging in size from 2 inches to 4 inches, consistent with the Country Club’s previous July 3rd fireworks displays.</p> <p>The Fire Department has reviewed all submitted documentation and confirms that the proposed display meets all applicable codes and safety requirements.</p>			
<p>Attachments (please list):</p> <p>Pyrotecnico Fireworks Permit and all applicable documentation</p>			
<p>Recommendation/Suggested Action (briefly explain):</p> <p>Recommendation to Approve a permit for the St. Charles Country Club July 3rd, 2025 Fireworks Display</p>			

St. Charles Fire Department
112 N. Riverside Ave.
St. Charles, IL. 60174
630-377-4458



Date: 5/15/2025

Permit #: 20250701

Effective: July 3, 2025
Set-up Time 1530

Expires: July 3, 2025
2300 hrs (11:00 pm.)

FIREWORKS PERMIT

Permit Issued to:

St. Charles Country Club
1250 Country Club Road
St. Charles, IL. 60174

Pyrotechnic Distributor:

Pyrotecnico Fireworks, Inc.
P.O. Box 149
299 Wilson Road
New Castle, PA 16103

Pursuant to the requirements of the Municipal Code of the City of St. Charles, Kane and DuPage Counties, Illinois and the Fire Prevention Code contained therein, and with the NFPA standards adopted and amended by the OSFM rules, part 235, this **Fireworks Permit** is issued to the above address.

This permit is subject to the Special Conditions shown hereinafter and all other applicable laws, ordinances, regulations, or rules of the United States, the State of Illinois, the respective County in which the subject activity is to occur, and the City of St. Charles.

Special Conditions:

- The site shall be inspected by the St. Charles Fire Department prior to the display.
- Notification of all neighbors within 1000 feet of display site is required.
- A copy of the permit shall be kept at display site at all times.

This permit is valid only for the dates and times stated within, and is issued and accepted on condition that all Code provisions adopted shall be complied with.

This permit does not take the place of any other licenses or other permit that may be required and is not transferable.

THIS PERMIT MUST BE POSTED AT THE DISPLAY SITE AT ALL TIMES

Issued By: Deputy Chief Tony Cavallo
St. Charles Fire Department

Date

5-19-25



Instructions for Outdoor Pyrotechnic Displays

1. The applicant shall submit a written application for a permit at least 60 days in advance of the date of the pyrotechnic display.
2. A pyrotechnic distributor, licensed by the Office of the State Fire Marshal, shall provide the pyrotechnic display service. A lead pyrotechnic operator, licensed by the Office of the State Fire Marshal, shall conduct the display.
3. The applicant shall provide proof of liability insurance in a sum not less than \$1,000,000 with an insurance company authorized to do business in Illinois.
4. The applicant is required to post a bond in the sum of \$1000.00, conditioned upon compliance with all State and local regulations.
5. The St. Charles Fire Department shall inspect the display site. The site and display shall be in full compliance with the NFPA standards adopted and amended by the OSFM Rules, Part 235, for the type of Pyrotechnic Display to be performed. As well as any codes & ordinances adopted by the City of St. Charles.
6. The lead operator must be in possession of, and be able to produce, his/her license upon request at all times during the delivery, setup, and performance of the display.
7. Provide photo identification for lead operator and assistants.
8. Provide a site map. Map shall include: Display site, location of fireworks storage area, fall-out area, North arrow, location of roadways including access points. Location of emergency vehicle staging area.
9. Provide copy of pyrotechnic distributor license.
10. Provide copy of the lead pyrotechnic operators license.
11. Notify all property owners within 1000 feet of the display site, and provide list of owners notified along with the method of notification.
12. The Chief of the St. Charles Fire Department or his designee shall authorize the display permit.

- **Consumer fireworks displays and Indoor pyrotechnic displays are not included in this application packet.**

Definitions

"1.3G fireworks" means those fireworks used for professional outdoor displays and classified as fireworks UN0333, UN0334, or UN0335 by the United States Department of Transportation under 49 C.F.R. 172.101.

"Consumer fireworks" means those fireworks that must comply with the construction, chemical composition, and labeling regulations of the U.S. Consumer Products Safety Commission, as set forth in 16 CFR 1500 and 1507, and classified as fireworks UN0336 or UN0337 by the United States Department of Transportation under 49 C.F.R. 172.101.

"Consumer fireworks display" or "consumer display" means the detonation, ignition, or deflagration of consumer fireworks to produce a visual or audible effect.

"Consumer operator" means an adult individual who is responsible for the safety, setup, and discharge of the consumer fireworks display and who has completed the training required in Section 2.2 of this Act.

"Consumer retailer" means any person who offers for sale, sells, or exchanges for consideration consumer fireworks in Illinois directly to any person with a consumer display permit.

"Display fireworks" means 1.3G or special effects fireworks or as further defined in the Pyrotechnic Distributor and Operator Licensing Act.

"Lead pyrotechnic operator" means an individual who is responsible for the safety, setup, and discharge of the pyrotechnic display or pyrotechnic service and who is licensed pursuant to the Pyrotechnic Distributor and Operator Licensing Act.

"Pyrotechnic display" means the detonation, ignition, or deflagration of display fireworks or flame effects to produce visual or audible effects during an exhibition before the public, invitees, or licensees, regardless of whether admission is charged, and as may be further defined in the Pyrotechnic Distributor and Operator Licensing Act.

"Pyrotechnic distributor" means any person who distributes display fireworks for sale in the State of Illinois or provides them as part of a pyrotechnic display service in the State of Illinois or provides only pyrotechnic services and is licensed by the Office pursuant to the Pyrotechnic Distributor and Operator Licensing Act.

"Pyrotechnic service" means the detonation, ignition or deflagration of display fireworks, special effects or flame effects to produce a visual or audible effect.

Application for Permit
Outdoor Pyrotechnic Displays

We hereby make application for a permit to conduct an Outdoor Pyrotechnic Display
3rd Day of July 2025

Set-up start time: 3:30 pm

Display start time: approximately 9:15 pm

Maximum Aerial Shell Size: 4 Inch

Number of Devices:

The Outdoor Pyrotechnic Display is to be held at St Charles Country Club.

Address: 1250 Country Club Rd.

St. Charles, IL 60174

Name of licensed pyrotechnic distributor:

Pyrotecnico Fireworks, Inc. License # IL07-OPF-00036

Name of Lead Pyrotechnic Operator:

Michael Shoaf License # IL22-O-00036-01741

Signature of Applicant:  Date: 2/18/25

Title: Project Coordinator

Show Name: St. Charles Country Club
Location: 1250 Country Club Rd. St Charles, IL
Date Created: 07/09/20

Fall-Out Radius: 280'
Distance To Audience: 620'



Launch Location:

Setup area Dimensions: 50'x50'



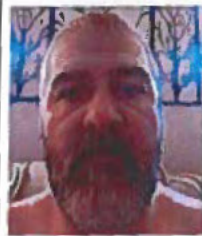
St. Charles Country Club
250703 St. Charles Country Club

SHELL / FINALE COUNT TOTALS

Show Date 07/03/2025 / Display Duration: 18-18 minutes

Sales Order SO-C56880 / Work Order WO-17631

Group	Qty
CAKE FAN	21
CAKE STR	8
CAKE STR FB	3
CAKE W	5
CAKE Z	4
FINALE 3IN X 10	9
IGNITERS	276
SHELL 3IN	121
SHELL 3IN X 5 TD	25
SHELL 4IN	48
SHELL 4IN X 6 TD	8



Illinois Office of the State Fire Marshal
Division of Fire Prevention

**THIS IS TO CERTIFY THAT
MICHAEL SHOAF**

Pyrotechnic Operator License


Has completed all the requirements under the
Pyrotechnic Distributor and Operator Act 225
ILCS 227 and is employed by

PYROTECNICO FIREWORKS INC
d/b/a:

License #

IL22-O-00036-01741

Expires: 02/14/2028


James A. Rivera
STATE FIRE MARSHAL



STATE OF ILLINOIS
OFFICE OF THE STATE FIRE MARSHAL
DIVISION OF FIRE PREVENTION
1035 Stevenson Drive • Springfield, IL 62703-4259



Pyrotechnic Distributor License

PYROTECNICO FIREWORKS INC
299 WILSON ROAD
NEW CASTLE, PA 16101

IL07-OPF-00036

License #

Matt Perez
STATE FIRE MARSHAL

06/15/2025

EXPIRATION DATE

OPF

CLASSIFICATION

This license may be revoked by
the Office of the State Fire Marshal
for failure to comply with the lawful
rules regulating this program.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2024

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

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

PRODUCER Acrisure, LLC dba Britton Gallagher & Associates 3737 Park East Dr. STE 204 Beachwood OH 44122	CONTACT NAME:	
	PHONE (A/C, No, Ext): 216-658-7100	FAX (A/C, No): 216-658-7101
INSURED Pyrotecnico Fireworks Inc. P.O. Box 149 299 Wilson Road New Castle PA 16103	E-MAIL ADDRESS: info@brittongallagher.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Everest Indemnity Insurance Company	NAIC # 10851
	INSURER B: Everest Denali Insurance Company	NAIC # 16044
	INSURER C: Arch Specialty Insurance Company	NAIC # 21199
	INSURER D: Pennsylvania Insurance Company	NAIC # 21962
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 296908566

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	SI8ML00891-232	10/14/2023	11/14/2024	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 500,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMPROP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	MED EXP (Any one person)	\$	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMPROP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000																				
MED EXP (Any one person)	\$																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMPROP AGG	\$ 2,000,000																				
	\$																				
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	SI8CA00141-232	10/14/2023	11/14/2024	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	Y	Y	UXP1035252-04	10/14/2023	11/14/2024	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 4,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 4,000,000	AGGREGATE	\$ 4,000,000		\$								
EACH OCCURRENCE	\$ 4,000,000																				
AGGREGATE	\$ 4,000,000																				
	\$																				
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	82-872096-04-36(5 STATES)	10/14/2024	10/14/2025	<table border="1"><tr><td><input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E L EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E L DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E L DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER		E L EACH ACCIDENT	\$ 1,000,000	E L DISEASE - EA EMPLOYEE	\$ 1,000,000	E L DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER																					
E L EACH ACCIDENT	\$ 1,000,000																				
E L DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E L DISEASE - POLICY LIMIT	\$ 1,000,000																				
A	Excess Liability #2	Y	Y	SI8EX01314-232	10/14/2023	11/14/2024	<table border="1"><tr><td>Each Occ/Aggregate Total Limits</td><td>\$5,000,000 \$10,000,000</td></tr></table>	Each Occ/Aggregate Total Limits	\$5,000,000 \$10,000,000												
Each Occ/Aggregate Total Limits	\$5,000,000 \$10,000,000																				

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

Additional Insured extension of coverage is provided by above referenced policies where required by written agreement.

Fireworks Display Date: July 3, 2025

Location: St. Charles Country Club 1250 Country Club Road, St. Charles, IL 60174

Additional Insured: St. Charles Country Club Ken and its officers, officials, employees, volunteer and agents; City of St. Charles, IL and its officers, officials, employees, volunteer and agents

*Includes Hold Harmless and Indemnity Agreement for St. Charles Country Club

CERTIFICATE HOLDER

CANCELLATION

St. Charles Country Club
1250 Country Club Road
St. Charles IL 60174

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF ILLINOIS

OFFICE OF THE STATE FIRE MARSHAL
DIVISION OF FIRE PREVENTION

1035 Stevenson Drive • Springfield, IL 62703-4259



Pyrotechnic Distributor License

PYROTECNICO FIREWORKS, INC
299 WILSON ROAD
NEW CASTLE, PA 16101

IL07-OPF-00036

License #

06/15/2028


EXPIRATION DATE

James A Rivera
STATE FIRE MARSHAL

OPF

CLASSIFICATION

This license may be revoked by
the Office of the State Fire Marshal
for failure to comply with the lawful
rules regulating this program.

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 6b
	Title:	Recommendation to Approve a Permit for the St. Charles Park District July 4th, 2025 Fireworks Display	
	Presenter:	Deputy Chief Jason Peterson	
Meeting: Government Operations Committee Date: June 2, 2025			
Proposed Cost: \$ N/A		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain): <p>In accordance with City Ordinance 8.20.010 B. (Fireworks and Explosives), “No public exhibition of fireworks or pyrotechnics shall be given unless a permit therefore is first secured from the Mayor and City Council thirty (30) days before the time of such display.”</p> <p>The St. Charles Park District has submitted a permit application for a fireworks display scheduled for July 4th, 2025. The display will be conducted from Langum Park by Mad Bomber (Planet Productions), a licensed and insured pyrotechnic distributor.</p> <p>The proposed show includes aerial shells ranging in size up to 6 inches, consistent with the Park District’s previous July 4th fireworks displays.</p> <p>The Fire Department has reviewed all submitted documentation and confirms that the proposed display meets all applicable codes and safety requirements.</p>			
Attachments (please list): Mad Bomber Fireworks Permit and all applicable documentation			
Recommendation/Suggested Action (briefly explain): Recommendation to approve a permit for the St. Charles Park District July 4th, 2025 Fireworks Display			

MAD BOMBER

FIREWORKS PRODUCTIONS

KINGSBURY INDUSTRIAL PARK 3999 E HUPP RD LAPORTE, IN 46350

Toll Free (877) MAD-BOMB

**City of St Charles
Permit Information
July 4, 2025**

Display Date: July 4, 2025

Display Site: Langham Park St Charles, IL 60174

Display Operators: Don Miller (license attached)

Display Assistants: All assistants on site will be registered with the state fire marshal

Insurance Binder: Attached

Illinois License attached

Illinois Storage Certificate attached

ATF License attached

Please contact me if you need more information.

**Thanks
Don Miller
847-456-9746**

Application for Permit
Outdoor Pyrotechnic Displays

We hereby make application for a permit to conduct an Outdoor Pyrotechnic Display on the 23rd day of May, 2025.

Date of display: 7/4/25

Set-up start time: 11:00a

Display start time: 9:30p

Maximum Aerial Shell Size: 6"

Number of Devices: 8782

The Outdoor Pyrotechnic Display is to be held at Langham Park.

Address: 50 Devereaux Way


St. Charles, IL 60174

Name of licensed pyrotechnic distributor:

Planet Productions License # IL-O-06-00029

Name of Lead Pyrotechnic Operator:

Don Miller License # IL06-O-00029-00285

Signature of Applicant:  Date: 5/23/25

Title: Don Miller/Lead Operator



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/23/2025

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

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

PRODUCER Acrisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843		CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS: info@brittongallagher.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Everest Indemnity Insurance Co.	
		INSURER B: Everest Denali Insurance Company	
		INSURER C: Liberty Mutual Insurance Co	
		INSURER D: Liberty Mutual Insurance Co	
		INSURER E: Axis Surplus Ins Company	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1866819006

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	GCI0010157-251	2/4/2025	2/4/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	GCD0010067-251	2/4/2025	2/4/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	P-001-000243093-05	2/4/2025	2/4/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C D D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC539S-714654-015 WC5-34S-524913-033 WC5-34S-311836-053	2/4/2025 2/4/2025 2/4/2025	2/4/2026 2/4/2026 2/4/2026	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Liability #2	Y	Y	GCI0010158-251	2/4/2025	2/4/2026	Each Occ/ Aggregate Total Limits \$5,000,000 \$10,000,000

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

OPERATIONS: FIREWORKS DISPLAY

ADDITIONAL INSURED: CITY OF ST CHARLES; ST CHARLES PARK DISTRICT; ST. CHARLES FIRE DEPARTMENT

CERTIFICATE HOLDER**CANCELLATION**ST. CHARLES PARK DISTRICT
8 NORTH AVENUE
ST. CHARLES IL 60174

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF ILLINOIS
OFFICE OF THE STATE FIRE MARSHAL
DIVISION OF FIRE PREVENTION

1035 Stevenson Drive • Springfield, IL 62703-4259



Pyrotechnic Distributor License

PLANET PRODUCTIONS/MAD BOMBER FIREWORKS
3999 E HUYP RD BLDG R-3-1
LA PORTE, IN 46350

IL06-OPF-00029

License #

James A Rivera

STATE FIRE MARSHAL

05/15/2027

EXPIRATION DATE

OPF

CLASSIFICATION

This license may be revoked by
the Office of the State Fire Marshal
for failure to comply with the lawful
rules regulating this program.

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF ATF - Chief, FELC
Correspondence To 244 Needy Road
 Martinsburg, WV 25405-9431

License/Permit
Number

4-IN-091-51-6L-00872

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date

November 1, 2026

Name

PLANET PROD/MAD BOMB F/WKS/NIGHT MAG DISP/SKY MAJ

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**3999 E HUPP RD MIDWEST WAREHOUSING BLDG R-3-1
LA PORTE, IN 46350-**

Type of License or Permit

51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

MIAND INC
PLANET PROD/MAD BOMB F/WKS/NIGHT MAG
DISP/SKY MAJ
3999 E HUPP RD MIDWEST WAREHOUSING BLDG
R-3-1
LA PORTE, IN 46350-

specimen

Licensee/Permittee Responsible Person Signature

Position/Title

Printed Name

Date

DONALD MILLER
PLANET PRODUCTIONS/MAD BOMBER FIREWORKS
3999 E HUPP RD BLDG R-3-1
LA PORTE, IN 46350



License #
IL06-O-00029-00285
Expires: 07/15/2024

Illinois Office of the State Fire Marshal
Division of Fire Prevention

**THIS IS TO CERTIFY THAT
DONALD MILLER**

Pyrotechnic Operator License

Has completed all the requirements under the
Pyrotechnic Distributor and Operator Act 225
ILCS 227 and is employed by

PLANET PRODUCTIONS/MAD BO
d/b/a:




Matt Perez


STATE FIRE MARSHAL

City of St Charles

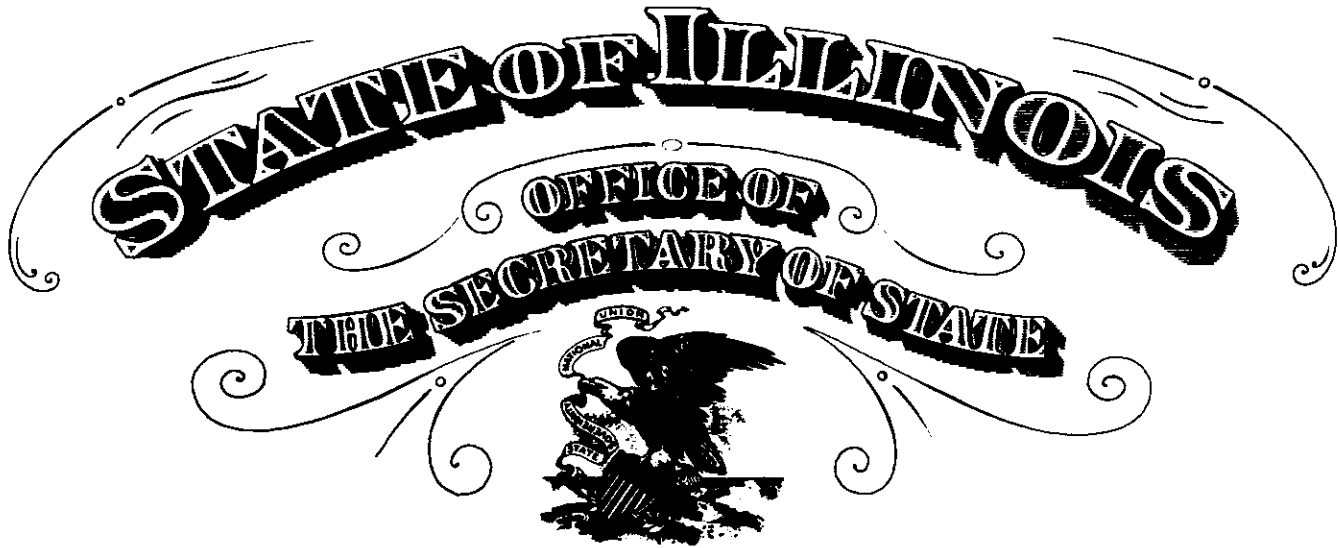
Fireworks Site Plan
Safety zone has a radius of 350'
No Spectators allowed within safety zone

Legend

 350' Fallout Zone

 Fireworks Shoot Site





To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulis, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

MIAND, INC., INCORPORATED IN INDIANA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JANUARY 31, 2018, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 4TH day of FEBRUARY A.D. 2025 .



**Illinois
Department of
Natural Resources**

Office of Mines and Minerals

Oper #: 2166

PLANET PRODUCTIONS

3999 E. HUPP ROAD

BUILDING R-3-1

LA PORTE, IN 46350

HAS PAID THE REQUIRED FEE AND IS HEREBY ISSUED A

STORAGE CERTIFICATE

Not exceeding 10,000 pounds/count of explosives

Under the "Illinois Explosives Act"
Approved January 1, 2011

Effective Date: 3/1/2025

Certificate No.: 8856

Expires: Last day of February, 2026



Office of Mines
and Minerals

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION**



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2025-2028**

Registrant: MIAND INC DBA PLANET PRODUCTIONS

ATTN: Kelley Hatfield
3999 E. HUPP BLDG R31
LA PORTE , IN 46350

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 051325550111HJ Effective: July 1, 2025 Expires: June 30, 2028

HM Company ID: 38154

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.



U.S. Department of Transportation
Federal Motor Carrier Safety

1200 New Jersey Ave., S.E.

Administration

Washington, DC 20590

June 21, 2023

In reply refer to:
USDOT Number: 777176

ANDREW JAMES
PRESIDENT
MIAND INC
PLANET PRODUCTIONS
3999 HUPP ROAD BLDG R-3-1
LA PORTE, IN 46350

Dear ANDREW JAMES:

HAZARDOUS MATERIALS SAFETY PERMIT HM Safety Permit ID: US-777176-IN-HMSP
Effective Date: June 21, 2023

The Hazardous Materials Safety Permit (HMSP) is verification of the motor carrier's permission to engage in the transportation of hazardous materials listed in 49 CFR 385.403 by motor vehicle in interstate, intrastate, or foreign commerce.

This HMSP will be effective beginning June 21, 2023 and remain effective through June 30, 2025 if your company maintains compliance with the requirements pertaining to the safe and secure movement of hazardous materials for the protection of the public (49 CFR 385 and other applicable Federal Motor Carrier Safety Regulations and Hazardous Material Regulations). Failure to maintain compliance will constitute sufficient grounds for suspension or revocation of this authority.

Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a Department of Transportation safety fitness rating less than "Satisfactory" or by other indicators, could result in a proceeding requiring the holder of this permit to show cause as to why this authority should not be suspended or revoked.

For questions regarding this document you may contact the FMCSA Hazardous Materials Division by email at fmcsa.hmsp@dot.gov or by phone at (202) 385-2400 or by fax at (202) 366-3621.

Sincerely,

Paul Bomgardner
Chief, Hazardous Material Division

ON SITE SAFETY INSTRUCTIONS

Rules must be adhered to on each and every site.

EMERGENCY CONTACT INFORMATION:

MAIN OFFICE- 219-393-5051

CHEMTEL: 800-255-3924 CONTRACT#MIS0005800

All PERSONS on site MUST be at least 18 years or older. NO EXCEPTIONS.

Once a show is delivered to a site.. it shall NEVER be left unattended. Site security should be properly maintained at all times.

EMERGENCY ACTION PLAN: Upon arriving on the display site, the Operator is to devise an EAP- Emergency Action Plan for the display. Prior to setting up any equipment, the Operator is to communicate the plan to all other workers. Each display will have its own site-specific plan due to locale and geographic features. The EAP must include the following:

- . Emergency escape routes away from the display fireworks
- . A safe location away from the fireworks to account for all workers
- . A plan to notify emergency personnel and whom will direct them to the site.
- . Instruct all workers on the location of emergency response information and MSDS

right to know information.

This plan may be given verbally, and Operator shall confirm each worker understands.

FIRE AND EXPLOSION HAZARD DATA

Do not attempt to fight fire in vicinity of Special Fireworks – Evacuate Areas. Evacuate fire area immediately and seek shelter. Follow established emergency action plan. Fireworks may mass explode in a fire situation.

NO SMOKING OR OPEN FLAME- smoking, open flame, smoking materials (ie. lighters, matches) are forbidden in the loading or un-loading and display areas. No smoking signs may be posted in a conspicuous area upon set up of site. A minimum of 25' in all directions, from the perimeter surrounding the site is to be maintained as non-smoking.

LOADING AND UNLOADING:

- .Vehicle engine must not be running, and hand brake must be set.
- .No smoking, open flame or source of static discharge shall be allowed, ie. cell phones, pagers, lighters, etc.
- .Boxes must **NEVER** be thrown, slid or dropped. Be especially careful when boxes contain fireworks with igniters attached.
- . Never use bale hooks or other metal tools to load or unload boxes of explosives.

SAFETY EQUIPMENT AND CLOTHING: Non-synthetic clothing must always be worn. This prevents the possibility of static build-up and discharge, as well as the possibility of material 'melting' on to the skin in the event of hot fall-out or fire. After set-up of site, pants must be worn, no shorts. Eye protection, ear protection and closed toe shoes are required. Hats or head coverings should be used to protect the head, but must not impede your vision, or 'contain' the force of a blast in the event of spontaneous explosion.

ASSURE PROPER INSTALLATION AND SET UP OF SITE:

All mortar boxes, racks and drums shall be properly installed on each show.

Maintaining a safe Display Site is top priority. These reminders, along with your training, should assist you in performing a safe and spectacular show. If you have any questions, address the Operator right away.

St. Charles Park District • 101 South 2nd Street • St. Charles, Illinois 60174

Vendor:

CITYUTIL

Check #:

Invoice #

Invoice Date

Description/Distribution

Amount

4/18/25

04/18/25

4TH OF JULY BOND CHECK

1,000.00

Check Amt Total: 1,000.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER. THERMOCHROMIC INK ON BACK.



St. Charles Park District

101 South 2nd Street

St. Charles, Illinois 60174

BMO HARRIS BANK

2-2566/710

VOID AFTER 90 DAYS

One Thousand and NO/100 Dollars*****

DATE

AMOUNT

04/18/25

\$1,000.00

PAY
TO THE
ORDER
OF

CITYUTIL
2 E MAIN ST
ST CHARLES, IL 60174

Security features included. Details on back.



ST. CHARLES PARK DISTRICT • RECREATION DEPARTMENT

8 North Avenue • St. Charles, IL 60174 • Ph: 630-513-6200 • Fax: 630-513-9304 • stcparks.org

To: Carole Murphy
From: Michael R. Kies
RE: July 4th 2025 Firework Display
Date: 05/27/2025


Dear Carole Murphy,

On July 4, 2025, the St. Charles Park District will host their firework display at Langum Park. The St. Charles Park District will post signs for the residents within 1,000 feet of the display.

Thank you,



Superintendent of Recreation

 CITY OF ST. CHARLES ILLINOIS • 1834	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 7a
	Title:	Recommendation to Approve a Denial of a Late-Night Permit to Saint Charles Sports, LLC, d/b/a El Santo Mexican Grill and Cantina located at 3615 E. Main St., St. Charles, IL.	
	Presenter:	Acting Chief Clark	
Meeting: Government Operations Committee		Date: June 2, 2025	
Proposed Cost:		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: Choose an item.			
Executive Summary (if not budgeted, please explain): <p>The City has been dealing with Building & Fire code violations with Saint Charles Sports, LLC, d/b/a El Santo Mexican Grill & Cantina, located at 3615 E. Main St., St. Charles, IL, for the past several years. While several of the violations have been remedied, there are still several more outstanding. The City would like to exercise the option in the City Code to deny this late-night permit request due to these outstanding violations.</p> <p>The business may apply for a late-night permit once all violations have been corrected and signed off by the Fire Department and Building & Code Enforcement Division.</p>			
Attachments (please list):			
Recommendation/Suggested Action (briefly explain): <p>Recommendation to approve a denial of a Late-Night Permit to Saint Charles Sports, LLC, d/b/a El Santo Grill and Cantina located at 3615 E. Main St., St. Charles, IL.</p>			